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FRANCHISE DISCLOSURE DOCUMENT

Lawn Doctor, Inc.
a New Jersey corporation
142 State Route 34
Holmdel, New Jersey 07733
(732) 946-4300
franchiseinformation@lawndoctor.com
www.lawndoctorfranchise.com
www lawndoctor.com

The franchise offered is for the right to operate a business to establish, care for, and maintain lawns and other vegetation

The total investment necessary to begin operation of a Lawn Doctor Business franchise is $101,840 to $115,890 (and may be lower for additional franchises purchased by existing strategic-partners) This includes between $88,950 and $102,000 that must be paid to LDI

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

You may wish to receive your Disclosure Document in another format that is more convenient for you To discuss the availability of disclosures in different formats, contact Scott D Frith at 142 State Route 34, Holmdel, New Jersey 07733, (732) 946-4300

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 of this Franchise Disclosure Document May 15, 2018

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit H for information about the franchisor or about franchising in your state

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

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO SUE US ONLY IN NEW JERSEY AND ARBITRATE WITH US AT A LOCATION WITHIN 10 MILES OF OUR PRINCIPAL OFFICE OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US OUTSIDE YOUR OWN STATE

2 THE FRANCHISE AGREEMENT REQUIRES THAT NEW JERSEY LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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

Effective Date See the next page for state effective dates

LAWN DOCTOR, INC.

STATE REGISTRATIONS

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin

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

California	Pending
Illinois	May 16, 2018
Indiana	May 16, 2018
Michigan	May 15, 2018
Maryland	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	May 16, 2018
Virginia	Pending
Washington	Pending
Wisconsin	May 15, 2018

In all other states without franchise registration laws, the effective date of this Franchise Disclosure Document is the issuance date of May 15, 2018

THE FOLLOWING APPLY 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 protections 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 00, 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 ENFORCEMENT BY THE ATTORNEY GENERAL

Any questions regarding this notice should be directed to

State of Michigan
Consumer Protection Division
Attn Franchise
670 G Mennen Building
Lansing, Michigan 48913
Telephone Number (517) 373-7113

Notwithstanding paragraph (f) above, LDI intends to enforce fully the provisions of the arbitration section of its Franchise Agreement LDI believes that paragraph (f) is unconstitutional and cannot preclude it from enforcing its arbitration provisions If you acquire a franchise, you acknowledge that LDI will seek to enforce that section as written, and that the terms of the Franchise Agreement regarding arbitration will govern LDI's relationship with you

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EXHIBITS

A - Franchise Agreement
B - Electronic Funds Transfer Authorization
C - Assignment and Assumption Agreement
D - Turf Tamer Stand-On Applicator Equipment Lease Agreement
E - Turf Tamer Power Seeder Equipment Lease Agreement
F - Promissory Note
G - Extranet Agreement
H - List of State Agencies/Agents for Service of Process
I - Operating Manual Table of Contents
J - List of Current Strategic-Partners
K - List of Former Strategic-Partners
L - Financial Statements
M - State Addenda and Agreement Riders

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES APPEAR IN EXHIBIT M

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Lawn Doctor, Inc Franchise Disclosure Document ("Disclosure Document"), "LDI" means Lawn Doctor, Inc , the franchisor "You" means the person to whom LDI grants a franchise to operate a Lawn Doctor Business You must sign the Franchise Agreement (the "Agreement") attached as Exhibit A in your individual capacity If you want an entity that you own to operate the franchise, you must sign the Assignment and Assumption Agreement (Exhibit C) under which all the provisions of the Agreement will apply to the entity and its owners (including you)

LDI is a New Jersey corporation and operates under its own name and the Marks (defined below and described in Item 13) Its principal business address is 142 State Route 34, Holmdel, New Jersey 07733 LDI was incorporated in 1967 under the name "Auto-Lawn of America, Inc " and changed to its present name in 1973 LDI's direct parent company is LD Parent, Inc , which has the same principal business address as LDI LDI's indirect parent company is CNL Strategic Capital, LLC, whose principal business address is 450 S Orange Avenue, Suite 1400, Orlando, Florida 32801 If LDI has an agent in your state for service of process, it discloses that agent in Exhibit H

LDI uses the Agreement to grant franchises for Lawn Doctor Businesses to qualified persons ("Strategic-Partners") who agree to adhere to the overall mission and core values underlying the Lawn Doctor system and understand that they are the means of delivering on the mission A "Lawn Doctor Business" is identified by LDI's trademarks, including "LAWN DOCTOR" and the green thumb logo (the "Marks") and uses LDI's systems, standards and know-how The Lawn Doctor Business that you will operate is referred to as the "Business "

The primary activity of the Business is to establish, care for and maintain lawns and other vegetation in an identified territory ("Territory" is defined in Item 12) LDI also may require you to provide other services, including mosquito control You will analyze lawn problems and care requirements, formulate and apply lawn chemicals and seed, market and promote the Business, and operate and maintain necessary equipment You may offer optional services, such as liming, fungus control, grub treatments, and tree and shrub feeding You will apply chemicals to a customer's lawn with a unique delivery device, the "Turf Tamer Stand-On Applicator," and grass seed with the "Turf Tamer Power Seeder " You lease the Turf Tamer Stand-On Applicator from LDI by signing the Turf Tamer Stand-On Applicator Equipment Lease Agreement (the "Turf Tamer Stand-On Applicator Lease") attached as Exhibit D You also lease the Turf Tamer Power Seeder (except in certain areas of the U S as described in Item 5) from LDI by signing the Turf Tamer Power Seeder Equipment Lease Agreement attached as Exhibit E (the "Turf Tamer Power Seeder Lease") (The Turf Tamer Stand-On Applicator Lease and the Turf Tamer Power Seeder Lease together are the "Equipment Leases ")

The principal customers of a Lawn Doctor Business will be homeowners, although commercial customers (including industrial parks, office buildings and apartment complexes) may also use the services Strategic-Partners compete with national and local companies who provide similar services directly or through franchisees Potential customers of a Lawn Doctor

Business also represent a form of competition, the homeowner or commercial customer may already be performing its own lawn care and conditioning The services provided by a Lawn Doctor Business reduce a customer's workload and time commitment and provide a more comprehensive and uniform lawn treatment

LDI has offered franchises since 1967 under a variety of agreement forms From 1985 to 1993, a subsidiary of LDI operated a Lawn Doctor Business in Bucks County, Pennsylvania LDI does not now operate any Lawn Doctor Businesses and has never granted franchises in any other lines of business LDI's wholly-owned subsidiary, LADO Agency, Inc , a New Jersey corporation ("LADO"), purchases advertising, marketing and promotional content on behalf of the Marketing Fund (defined in Item 11) LADO's principal business address is 142 State Route 34, Holmdel, New Jersey 07733 LADO has never operated a Lawn Doctor Business or offered franchises in any line of business LDI is affiliated (by virtue of the same parent company) with Mosquito Hunters, LLC ("MH"), which has the same principal business address as LDI MH offers and grants franchises for "MOSQUITO HUNTERS" businesses offering outdoor pest control services specializing in the eradication of mosquitoes through regular spraying applications and a follow-up maintenance program MH's predecessor began offering franchises in January 2015 and had sold 8 franchises as of May 2018 when MH acquired the Mosquito Hunters franchise system MH has never operated or offered franchises for a Lawn Doctor Business and has not offered franchises in any other line of business Except for LADO and MH, LDI has no predecessors or affiliates disclosable in this Item Existing Strategic-Partners operate their Lawn Doctor Businesses under franchise agreements that are different from the Agreement attached to this Disclosure Document as Exhibit A

You must comply with federal and state licensing and regulatory requirements for pesticide applicators, including the Federal Insecticide, Fungicide and Rodenticide Act There may be other laws that apply to the Business, and you should investigate these laws

Levine Leichtman Capital Partners Affiliate Franchise Programs

LDI is also affiliated with the following franchise programs by virtue of being under the common control of Levine Leichtman Capital Partners, Inc , a Beverly Hills, California-based independent investment firm None of these affiliated franchise programs has (i) offered franchises in any line of business other than as listed below or (ii) conducted the type of business you will operate

(1) Global Franchise Group, LLC is the direct or indirect parent company to the following franchisors, all of which have a principal business address of 5555 Glenridge Connector, Suite 850, Atlanta, Georgia 30342

a GAC Franchising, LLC ("GAC") franchises the right to operate stores that sell cookies, brownies, cupcakes, and related products under the trademark and service mark GREAT AMERICAN COOKIES® (the "Great American Cookies Stores") GAC or its predecessors have offered Great American Cookies Store franchises since 1977 As of December 31, 2017, there were 353 franchised Great American Cookies Stores in operation in the United States

b MaggieMoo's Franchising, LLC ("MMF") previously franchised the right to operate specialty ice cream stores under the trademarks, and service marks MAGGIEMOO'S® and MAGGIEMOO'S ICE CREAM AND TREATERY® (the "MaggieMoo's Stores") MMF or its predecessors had offered MaggieMoo's Store franchises since 1989 As of December 31, 2017, there were 8 franchised MaggieMoo's Stores in operation in the United States

c Marble Slab Franchising, LLC ("MSF") franchises the right to operate specialty ice cream stores under the trademark and service mark MARBLE SLAB CREAMERY® (the "Marble Slab Stores") MSF or its predecessors have offered Marble Slab Store franchises since 1986 As of December 31, 2017, there were 213 franchised Marble Slab Stores in operation in the United States

d PM Franchising, LLC ("PMF") franchises the right to operate specialty pretzel stores under the trademark and service mark PRETZELMAKER® ("Pretzelmaker Stores") PMF or its predecessors have offered Pretzelmaker Store franchises since 1992 As of December 31, 2017, there were 206 franchised Pretzelmaker Stores in operation in the United States

e PT Franchising, LLC ("PTF") franchises the right to operate specialty pretzel stores under the trademark and service mark PRETZEL TIME® ("Pretzel Time Stores") PTF or its predecessors have offered Pretzel Time Store franchises since 1992 As of December 31, 2017, there were 3 franchised Pretzel Time Stores in operation in the United States

f HDOS Franchising, LLC ("HDOS") franchises the right to operate stores selling fresh-squeezed lemonade, hot dogs on a stick, French fries, and complementary products under the HOT DOG ON A STICK® trademarks and service marks ("Hot Dog on a Stick Stores") HDOS or its predecessors have offered Hot Dog on a Stick Store franchises since 1997 As of December 31, 2017, there were 20 franchised Hot Dog on a Stick Stores in operation in the United States

g The Round Table Franchise Corporation ("RTFC") franchises the right to operate dine-in pizza restaurants for the retail sale of pizza and other products under the trademark and service mark ROUND TABLE® ("Round Table Pizza Stores") RTFC or its predecessors have offered Round Table Pizza Store franchises since 1962 As of December 31, 2017, there were 361 franchised Round Table Pizza Stores in operation in the United States

(2) FASTSIGNS International, Inc ("FASTSIGNS") offers franchises to develop and operate "FASTSIGNS Centers" that specialize in producing and marketing signs and graphics and other products FASTSIGNS' address is 2542 Highlander Way, Carrollton, Texas 75006, and it has offered FASTSIGNS Center franchises since 1986 As of December 31, 2017, there were 603 franchised FASTSIGNS Centers operating in the United States

(3) Hand and Stone Franchise Corp ("Hand and Stone") franchises the right to operate "Hand and Stone Massage and Facial Spas," which are retail outlets that sell a comprehensive

range of massage, facial, and hair removal services along with complementary product offerings Hand and Stone has offered franchises since 2004 As of December 31, 2017, there were 354 franchised Hand and Stone Massage and Facial Spas and 1 company-owned Hand and Stone Massage and Facial Spas operating in the United States and Canada Hand and Stone's principal place of business is located at 1210 Northbrook Drive, Suite 150, Trevose, Pennsylvania 19053

(4) CBI Parent, L P is the direct or indirect parent company to the following franchisors

a Interim Healthcare Inc ("Interim") franchises the right to operate home health care and staffing agencies providing permanent placement and temporary services of nursing and other health care personnel, non-medical support and companion care services, and health care related home medical equipment, products, and/or supplies under the name "INTERIM HEALTHCARE " Interim or its predecessors have offered Interim Healthcare office franchises since 1968 As of December 31, 2017, there were 326 franchised Interim Healthcare offices in operation in the United States Interim's principal place of business is located at 1601 Sawgrass Corporate Parkway, Suite 220, Sunrise, Florida 33323

b Bluebird Care Franchise Limited ("BCFL") franchises the right to operate home care agencies providing primarily non-medical personal support and companion care services in the home under the name "BLUEBIRD CARE " BCFL or its predecessors have offered Bluebird Care office franchises since 2007 As of December 31, 2017, there were 228 franchised Bluebird Care offices in operation in the United Kingdom and Ireland BCFL's principal place of business is located at Charles House, Charles Street, Petersfield, Hampshire GU32 3EH, United Kingdom

c Just Better Care Australia Pty Limited ("JBCA") franchises the right to operate home health care agencies providing primarily non-medical personal support and companion care services in the home under the name "JUST BETTER CARE " JBCA or its predecessors have offered Just Better Care office franchises since 2006 As of December 31, 2017, there were 31 franchised Just Better Care offices in operation in Australia JBCA's principal place of business is located at Suite A, Level 3, 43-45 East Esplanade, Manly NSW 2095, Australia

(5) Nothing Bundt Franchising, LLC ("NBF") franchises the right to operate gourmet bakeries which offer and sell specialty bundt cakes, other food items, and retail merchandise under the "Nothing Bundt Cakes®" mark ("Nothing Bundt Cake Bakeries") NBF has offered Nothing Bundt Cake Bakery franchises since 2006 As of December 31, 2017, there were 239 franchised Nothing Bundt Cake Bakeries in operation in the United States and Canada NBF's principal business address is 4560 Belt Line #350, Addison, Texas 75001

(6) HomeVestors of America, Inc ("HVA") franchises the right to operate businesses that buy, sell, and rehabilitate residential and commercial properties and that provide certain

services to buyers and sellers under the name "HomeVestors" HVA has offered HomeVestors business franchises since 1996 As of December 31, 2017, there were 902 franchised HomeVestors businesses in operation in the United States HVA's principal place of business is located at 6500 Greenville Avenue, Suite 400, Dallas, Texas 75206

Item 2

BUSINESS EXPERIENCE

Unless otherwise noted, all persons listed in this Item 2 work in Holmdel, New Jersey

Chief Executive Officer, Treasurer and Director Scott D Frith

Mr Frith was appointed Chief Executive Officer of LDI in December 2011 Mr Frith also has been Chairman of MH, located in Holmdel, New Jersey, since May 2018 He was LDI's Vice President of Marketing and Franchise Development from July 2005 to December 2011 and LDI's Marketing Director from February 2000 until December 2011 Mr Frith held various positions at LDI from November 1995 to February 2000, including Marketing Assistant and Marketing Operations Manager

Chief Financial Officer and Secretary Jack Miskin

Mr Miskin became LDI's Chief Financial Officer and Secretary in November 2016 Mr Miskin also has been Chief Financial Officer of MH, located in Holmdel, New Jersey, since May 2018 From October 2006 to November 2016, Mr Miskin was Chief Financial Officer for Fitz and Floyd Enterprises, LLC, located in Newtown, Pennsylvania

Vice President of Marketing Chris McGeary

Mr McGeary became LDI's Vice President of Marketing in April 2015 From April 2009 to March 2015, Mr McGeary was Vice President of National Advertising for Century 21 Real Estate, LLC, located in Madison, New Jersey

Vice President of Operations David Newman

Mr Newman became LDI's Vice President of Operations in October 2012 He previously served as LDI's Director of Field Support from December 2003 to October 2012 and Regional Business Consultant from December 1998 to December 2003

Vice President of Franchise Development Eric Martin

Mr Martin became LDI's Vice President of Franchise Development in May 2017 and is based in Omaha, Nebraska Mr Martin also has been MH's Vice President of Franchise Development since May 2018 Mr Martin was Senior Development Director for Right at Home®, LLC, located in Omaha, Nebraska, from February 2016 to April 2017 and its Development Director from January 2011 to January 2016

Franchise Development Manager Ronald Ens

Mr Ens became LDI's Franchise Development Manager in April 2018 He also has served as MH's Franchise Development Manager since May 2018 Mr Ens has been a Project Manager Consultant in the technology, commercial construction and residential services industries for Northens Creations LLC, located in Wayside, New Jersey, since January 2010

Director Lauren Beth Leichtman

Ms Leichtman has served as a Director of LDI since December 2011 She has been a Founding Partner of Levine Leichtman Capital Partners, located in Beverly Hills, California, since 1984

Director Aaron M Perlmutter

Mr Perlmutter has served as a Director of LDI since November 2014 He is currently a Partner of Levine Leichtman Capital Partners, located in Beverly Hills, California, with which he has been associated since 2003

Director Dave Wolmer

Mr Wolmer has served as a Director of LDI since February 2018 He is currently a Managing Director of Levine Leichtman Capital Partners, located in Beverly Hills, California, with which he has been associated since 2008

Item 3

LITIGATION

No litigation is required to be disclosed in this Item

Item 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item

Item 5

INITIAL FEES

The initial franchise fee you must pay LDI is comprised of the following components (1) an initial license fee of $35,000 for the right to use the Marks during the term of the Agreement, (2) an initial training, supply and support fee of $60,600, of which $50,000 is used to cover costs incurred in providing marketing programs, and the remainder to cover costs incurred in providing the initial training program, guidance and assistance, advertising and sales promotion support, set-up of bookkeeping systems, office supplies, hand tools and accessories,

and repair parts, (3) a nonrefundable deposit of $3,350 for the Turf Tamer Stand-On Applicator Lease, and (4) a nonrefundable deposit of $3,050 for the Turf Tamer Power Seeder Lease You must pay LDI a nonrefundable initial franchise fee of $102,000 In certain states where agronomic conditions are not conducive to a seeding program (as determined by LDI), the Turf Tamer Power Seeder is removed from the initial franchise package and the initial franchise fee is reduced to $98,950

You have the option to pay LDI the entire $102,000 or $98,950 on the date you sign the Agreement, or LDI will make a no-interest loan to you for up to $60,000 of the initial franchise fee, which is payable to LDI within 180 days after you complete initial training (in which case the balance of the initial franchise fee is due at Agreement signing) LDI may also offer you financing for a portion of the initial franchise fee The initial franchise fee is uniform for all Strategic-Partners, with $42,000 typically paid on the date you sign the Agreement LDI is a participant in the "Vet Fran," "Minority Fran," "Green Fran," and "First Responder" Initiatives and offers a $10,000 reduction in the initial franchise fee to qualified U S military veteran, minority, Green Industry, and First Responder candidates, respectively (but these discounts cannot be combined)

If you operate an existing Lawn Doctor Business, are in compliance with the terms of all agreements with LDI, are in sound financial condition, and have demonstrated a desire and ability to make the commitment of time and capital necessary to operate an additional Lawn Doctor Business, LDI may offer you the right to operate an additional Lawn Doctor Business under a separate franchise agreement for a reduced initial franchise fee If you sign such a franchise agreement, you will pay an initial franchise fee of $25,000 that entitles you to operate the Lawn Doctor Business using the Marks in the Territory granted under the new agreement You will not receive for that additional Lawn Doctor Business the standard initial training, support and supplies which LDI provides to new Strategic-Partners You must pay the entire initial franchise fee for the additional Lawn Doctor Business when you sign the franchise agreement, although financing is available

LDI also offers a reduced initial franchise fee to employees of Strategic-Partners who have 5 years of experience in the Lawn Doctor system and qualify to become Strategic-Partners The initial franchise fee is reduced by $10,000 for qualified employees The initial franchise fees LDI received during its 2017 fiscal year ranged from $88,950 to $102,000

LDI currently has a policy under which it pays a $10,000 referral fee to any Strategic-Partner, LDI employee or vendor who refers to LDI a candidate who (i) is not currently in the Lawn Doctor system, (ii) has not previously inquired about becoming a Strategic-Partner, and (iii) later becomes a Strategic-Partner LDI may amend or cancel this policy in the future

Item 6

OTHER FEES

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks*
Royalty and Service Fee	10% of Net Revenues	Payable weekly on the Net Revenues of the preceding week	"Net Revenues" are the actual gross revenues collected from customers, whether for cash or credit, plus all other revenues derived from the Business, excluding taxes collected from customers, and refunds and adjustments
Out-of-Territory Royalty Fee	15% of Net Revenues earned outside of Strategic-Partner's Territory	Same as Royalty and Service Fee	The 15% Out-of-Territory Royalty is paid in addition to the 10% of Net Revenues paid for the Royalty and Service Fee
Local Marketing Fund	Maximum of 5% of Net Revenues	To be determined (See note 1)	LDI may require Strategic-Partners to establish local marketing funds You must contribute the amount determined by a majority vote of Lawn Doctor Businesses in your local fund Your contribution will be credited against the amount you are required to spend in your Territory (see below)
Marketing and Promotion Fund	Maximum of 5% of Net Revenues (See notes 2 and 3)	Payable weekly together with the Royalty and Service Fee	LDI will maintain one or more national and regional marketing funds directed by LDI Your contribution to this Marketing Fund will be credited against the amount you are required to spend in your Territory LDI will specify the amount of your contribution at least 30 days before the start of any Marketing Fund
Local Advertising	Unspent amount of required local advertising activities	Within 60 days after end of calendar year	You must spend each calendar year during the franchise term (beginning in the first full calendar year after you sign the Agreement) the greater of $30,000 or 10% of your Net Revenues to market your Business in your Territory If you fail to do so, you must pay LDI the unspent amount

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks*
Call Center Fees	(1) Monthly "access" charge currently is $175, but LDI may increase this fee and charge up to $350 per month (monthly charge begins after your 1st year of operation) (2) Per-transaction charge is 5% of the amount of all new sales made by the Call Center	Monthly and per transaction	LDI may charge these fees if it develops and operates a Call Center that you must use (described in Items 8 and 11) Fees may be fixed and percentage-based and due on a per-transaction basis and weekly, monthly, or otherwise Call Center fees are separate from the Royalty and Service fee and other fees and charges due to LDI or otherwise payable under the Agreement If LDI outsources the Call Center to an unaffiliated third party, you will pay fees and per-transaction charges directly to that third party and not to LDI The third party will determine its own fees and charges, which may differ from those described here
Turf Tamer Stand-On Applicator Lease	$227 72, plus sales tax	Monthly	Payment is due to LDI over an 84-month period You may elect to pay the rent in a lump sum payment of $16,250, payable to LDI when you sign the lease
Turf Tamer Power Seeder Lease	$199 41, plus sales tax	Monthly	Payment is due to LDI over a 72-month period You may elect to pay the rent in a lump sum payment of $13,250, payable to LDI when you sign the lease If you live in an area of the country where agronomic conditions are not conducive to seeding, you will not acquire a Turf Tamer Power Seeder
Transfer Fee	75% of the then current initial license fee component of the initial franchise fee payable by a Strategic-Partner who is new to the Lawn Doctor system	Payable by you before transfer completed	Due when you transfer the Business or a controlling ownership interest in the Business is transferred

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks*
Interest on Late Payments	Highest legal rate for open account business credit, not to exceed 1 5% per month	As incurred	LDI's current policy is to charge interest at the rate of 1% per month, but this policy is subject to change at any time
Inspections and Audits	Cost of an audit (amount of which depends on circumstances and extent of your non-compliance)	Within 15 days after receipt of the inspection or audit report	Payable only if audit shows an understatement of at least 3% of Net Revenues, or if you fail to furnish reports and other information You must also pay LDI $500 for each day you fail to provide any books, records, or other requested materials for inspection, plus LDI's reasonable expenses resulting from the delay
Indemnification	Will vary under circumstances and depend on nature of third-party claim	As incurred	You must reimburse LDI if LDI is held liable for claims arising from your operation of the Business
Costs and Attorneys' Fees	Will vary under circumstances and depend on nature of your non-compliance	As incurred	You must reimburse LDI for fees and costs it incurs from your failure to make payments, submit reports or comply with the Agreement
Fine for Use of Unauthorized Advertising	$250	As incurred	Fine is assessed on a per item and per occurrence basis
Customer Complaint Reimbursement	Out-of-pocket cost reimbursement	As incurred	To satisfy complaints by your customers with regard to the quality or other aspects of your services, LDI may refund any fees or charges and reimburse your customers for any damage that they claim you or your employees caused to their property LDI may charge you for any amounts it pays or refunds to your customers in order to reimburse itself

* Unless noted, the payments described on this chart are nonrefundable, currently are uniformly imposed, and are not collected in whole or in part on behalf of any party other than LDI

1 As of the issuance date of this Disclosure Document, there are no local marketing funds

2 As of the issuance date of this Disclosure Document, there are 13 regional Marketing Funds in Atlanta, GA, Baltimore, MD, Chicago, IL, Colorado Springs, CO, Dallas, TX, Denver, CO, Lancaster, PA, Nashville, TN, New York, NY, Philadelphia, PA,

Richmond, VA, Roanoke, VA, and Washington, DC If the Business is located in an area where there is a regional Marketing Fund, you will pay between 2 5% and 5% of your Net Revenues to that Marketing Fund LDI does not have any company-owned Lawn Doctor Businesses, therefore, LDI does not have any voting power on the advertising contributions charged by any local Marketing Funds

3 You must participate in a national Marketing Fund LDI began collecting national Marketing Fund contributions from franchisees in January 2018 LDI bases a franchisee's required weekly contributions to the national Marketing Fund for a calendar year on the franchisee's Net Revenues during the previous calendar year, as follows

Calendar Year	Yearly Net Revenues	Contribution to national Marketing Fund
2018	Under $175,000 during 2017	1% of Net Revenues
	Over $175,000 during 2017	Approximately $77 per week ($4,000 annually)
2019	Under $175,000 during 2018	1 5% of Net Revenues
	Over $175,000 during 2018	Approximately $91 per week ($4,750 annually)
2020	Under $175,000 during 2019	2% of Net Revenues
	Over $175,000 during 2019	Approximately $106 per week ($5,500 annually)

You must contribute the above amounts to the national Marketing Fund for each Territory in which you operate the Business LDI exempts new Lawn Doctor Businesses (or additional territories acquired by existing Lawn Doctor franchisees) from contributions to the national Marketing Fund in both their first partial and their first full calendar years of operations (i e , if you opened your Business during 2018, you need not pay LDI any national Marketing Fund contributions during 2018 or 2019) If the Business is located in an area where there is a regional Marketing Fund, LDI will adjust your contributions to that regional Marketing Fund so that your total contributions to the Marketing Fund (both regional and national) do not exceed 5% of the Business's Net Revenues Currently, LDI expects franchisees' contributions to the national Marketing Fund during 2021 and 2022 to be equal to those in 2020 In no event will national Marketing Fund contributions for your Territory exceed 5% of the Business's Net Revenues

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Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1 Type of Expenditure*	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be Made
Initial Franchise Fee (Total)[1]	$88,950 to $102,000 (fee is reduced in certain situations)	Cash or financed as described in Item 10	Upon your signing the Agreement	LDI
- Initial License Fee	- $35,000			
- Initial Marketing Program[2]	- $50,000			
- Training, Supply and Support Fee	- $10,600			
- Turf Tamer Stand-On Applicator Lease Deposit	- $3,350			
- Turf Tamer Power Seeder Lease Deposit	- $0 to $3,050 (not applicable in certain situations)			
Servicing Vehicle[3] - 3 Months of Lease Payments	$2,490	As agreed	Monthly lease payments	Supplier
Shipping of Turf Tamer Power Seeder[4]	$0 to $500	Cash	Upon shipment	LDI
Computer Software[5]	$500	Cash	Initial payment and monthly payments	Supplier
Computers[6]	$2,000	As incurred	As agreed	Suppliers
Opening Inventory	$500	Cash	As incurred	Suppliers
Additional Funds - 3 Months[7]	$7,400 to $7,900	As incurred	As incurred	Marketing, utilities, vendors, insurer, employees, transportation, living and travel costs
TOTAL ESTIMATED INITIAL INVESTMENT[8]	$101,840 to $115,890			

Footnotes to Item 7 Chart

* Except for security deposits, all other amounts are nonrefundable

1 The low end of the estimate applies to a Strategic-Partner who qualifies for one of the initial franchise fee discounts LDI offers and that Strategic-Partner's Territory is located in an area where agronomic conditions are not conducive to a seeding program (as determined by LDI), in which case LDI will remove the Turf Tamer Power Seeder from the initial franchise package Item 5 contains additional information on the circumstances under which these discounts and fee reductions apply to Strategic-Partners Your initial franchise fee may be lower if you operate an existing Lawn Doctor Business and are acquiring a franchise to operate an additional Lawn Doctor Business

2 The initial marketing program includes monthly fees associated with your participation in an LDI-sponsored or operated Call Center to handle inbound sales opportunities for the first 12 months you operate the Business However, as described in Item 6, Strategic-Partner is responsible for any per-sale fees associated with this program

3 This estimate assumes you will lease the Servicing Vehicle (defined in Item 8) used in the Business from LDI's approved supplier This figure covers lease costs for the first 3 months (The typical 72-month lease requires monthly payments of approximately $830)

4 You are responsible for the costs LDI incurs to pack and ship your Turf Tamer Power Seeder to the Business (if applicable) The cost depends on current packing and shipping costs and the distance of the Business from LDI's manufacturing facility

5 You must license from RealGreen Systems ("RGS") a computer software program suited for use by lawn care businesses to use in the Business This computer software program currently consists of Service Assistant (one user license), Routing Assistant, Customer Assistant Website, and Mobile Live (one user license) You must pay RGS $500 when you sign the agreement with RGS, which covers the license and support services for the first 2 months of the agreement's term After the initial 2-month period and for the remainder of the agreement's term, you must pay RGS a monthly license and support fee currently equal to $250 per month Item 11 contains additional information about the computer software program

6 You must purchase computer hardware and software for the Business according to LDI's standards and specifications, including a computer, monitor, printer, Microsoft Office, QuickBooks Online (to manage certain financial aspects of the Business and to transmit required reports to LDI), and all consumables, including ink and paper You also must pay the QuickBooks Online ongoing monthly fee (currently $24 50 per month) You must purchase peripheral devices such as telephones and connectivity (broadband, DSL, and cable)

7 This estimates the funds needed to cover your initial expenses for the first 3 months of operation (other than the items identified separately in the table) Additional funds include the following Security and utility deposit (about $200), pre-opening and opening expenses (about $1,000), insurance (about $900 for initial payment on a financed insurance policy), transportation, travel and living costs during training and the mentorship program (about $1,900 to $2,400), labor costs/sales commissions (about $2,000 for part-time assistance in sales and/or servicing), plus other miscellaneous expenses (about $1,400) These figures are estimates and LDI cannot guarantee you will not have additional expenses during the first 3 months you operate the Business and for a longer time period after that This 3-month period is not intended, and should not be interpreted, to identify a point at which the Business will break even Some of these expenses, particularly labor, will be affected by your locale and the season when the Business opens

8 In compiling these amounts, LDI has relied on its experience in the lawn care business since 1967 and on reports from Strategic-Partners who have recently begun operation You should review these figures carefully with a business advisor before deciding to acquire a franchise for the Business The total does not include rental of space In many instances, you may initially operate the Business from your home or apartment If you do not own adequate space, it should be available at a low rental due to the limited space required and the fact that the location of the space is not significant You will need an area of approximately 12' x 20' to store equipment and materials The low end of the total estimated initial investment includes a reduction in the initial franchise fee, which is available to certain qualified candidates

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Many of the items and services you will need for the Business must be purchased or leased from LDI or from sources LDI has designated or approved or must meet specifications set by LDI LDI will provide you with a list of approved products and supplies, and a list of approved and designated suppliers, and will occasionally revise those lists LDI estimates that source-restricted purchases for a Lawn Doctor Business will equal approximately 90-95% of your cost of establishing the Business and 50-60% of your ongoing costs One or more of LDI's officers have a financial interest in LDI, which is the sole source of many of the items and services you will need for the Business No officer of LDI currently owns an interest in any other supplier

You are required to use the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder which LDI developed Due to certain characteristics of this equipment, you must obtain this equipment only from LDI LDI has not approved any other source from which you may acquire this equipment LDI may modify and/or substitute any of the equipment you are required to use in the Business, including any of the delivery devices used to apply chemicals to customers' lawns LDI may also require you to lease additional Turf Tamer Stand-On Applicator equipment depending upon the concentration of your customers and your volume of sales During the term of the Equipment Leases, you must (1) maintain the Turf Tamer Stand-On

Applicator and Turf Tamer Power Seeder in good repair and working order and purchase all major replacement parts for them from LDI at LDI's cost plus a reasonable handling charge, or from approved manufacturers (LDI has not approved any other source for the major replacement parts at this time), (2) maintain title to the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder exclusively in LDI (or its lessor under a lease-financing agreement) at your own cost and expense, (3) maintain adequate insurance on the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder and pay all related taxes, and (4) upon termination of the Equipment Leases, immediately ship or store the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder according to LDI's instructions

You must purchase computer hardware and software for the Business according to LDI's standards and specifications The computer hardware and software must be functional with the lawn care business management software provided by RGS LDI may also require you to use designated and approved brands, types, makes and models of computer hardware (including printers) in connection with the RGS computer software program

You must lease at least one vehicle (the "Servicing Vehicle") that is suitable for transporting various lawn equipment, supplies, and materials needed to operate the Business and which meets LDI's specifications You must order the Servicing Vehicle from LDI's approved supplier to ensure it complies with LDI's standards and specifications You also must (1) maintain the condition and appearance of the Servicing Vehicle and equipment consistent with the professional image of the Business, (2) not use the Servicing Vehicle and equipment for any purpose other than the operation of the Business, (3) display on the Servicing Vehicle and equipment only the Marks and LDI-approved signs, emblems, lettering and logos, and (4) not sell or transfer the Servicing Vehicle (other than to LDI) without first removing all of the Marks from the Servicing Vehicle

LDI has the right, directly and/or through a designated source (including an affiliate), to develop, implement, operate, maintain, and improve a call center (the "Call Center") for the marketing, customer solicitation and engagement, transaction processing, and other purposes LDI periodically specifies You must use and allow the use of the Call Center in your Business and comply with LDI's standards, specifications, and operating procedures for participation in and operation of the Call Center LDI or the other designated source will charge various Call Center fees

You must maintain in force the insurance coverage that LDI requires from time to time and meet the other insurance related obligations in the Agreement Such insurance must include comprehensive general liability, products liability, completed operations liability, motor vehicle liability, and workers' compensation All such policies must be with carriers acceptable to LDI, must provide coverage on an occurrence basis, and must insure against claims for injury, death and property damage arising from the Business Periodically, LDI will specify the required amount of coverage Currently, general liability insurance must be not less than $1,000,000 combined single limit for each occurrence and $2,000,000 combined single limit aggregate, products and completed operations liability must not be less than $1,000,000 combined single limit aggregate, motor vehicle liability must not be less than $1,000,000 combined single limit aggregate, and workers' compensation must be the greater of LDI's then current requirements or

as required by state law LDI must be named an additional insured The types and amounts of coverage are subject to change by LDI

Except as described above, there are no goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business that you currently must buy or lease from LDI (or LDI's affiliate), from designated or approved suppliers, or according to LDI's standards and specifications

If you wish to use any type or brand of product or supply item, or purchase products or supplies from a supplier, that is not currently approved by LDI, you must notify LDI of your desire to do so and submit to LDI specifications, photographs, samples and other information requested by LDI You are not required to pay a fee to secure supplier approval LDI will, within 30 days, determine whether the products, supplies or the supplier meet its specifications and standards LDI develops its specifications and lists of approved suppliers through internal and field testing, consultations with Strategic-Partners and suppliers, review of industry and trade association information, and other means LDI may revoke supplier approval in a written notice, a copy of which will be provided to you LDI may limit the number of approved suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including that LDI has already designated an exclusive source (which might be LDI or LDI's affiliate) for a particular item or service To the extent that LDI has developed criteria, they are available for review by Strategic-Partners

In some regions, Strategic-Partners have established buying groups to purchase chemicals, materials, and supplies from vendors LDI has not established any purchasing or distribution cooperatives LDI has negotiated purchasing arrangements (including price terms) with suppliers who provide printed materials and Servicing Vehicles to Strategic-Partners LDI and its affiliates may receive payments from designated and approved suppliers on account of Strategic-Partner purchases of required and approved items from those suppliers LDI and its affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with LDI, you, and other Strategic-Partners and to use all amounts that LDI and its affiliates receive without restriction for any purposes LDI and its affiliates deem appropriate LDI received approximately $24,914 from approved suppliers during 2017 based on their sales to Strategic-Partners, which LDI currently plans to use for marketing and promotional purposes LDI does not provide you with any material benefits based on your purchase of approved items or services or your use of approved suppliers

LDI will derive revenue or other material consideration from its sale and lease of equipment, supplies and services to you In the fiscal year ending December 31, 2017, according to the statement of income from LDI's audited financial statements and supporting work papers, LDI's revenue from equipment leases was $988,855, and revenue from parts, labor and services was $1,028,815, which together comprise $2,017,670 or 12 8% of LDI's total 2017 revenue of $15,800,548

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	1 of Agreement	11 and 12
(b)	Pre-opening purchases/leases	7 of Agreement, 2 of Turf Tamer Stand-On Applicator Lease and Turf Tamer Power Seeder Lease	7, 8 and 10
(c)	Site development and other pre-opening requirements	7 of Agreement	7, 8, 11 and 15
(d)	Initial and ongoing training	2 of Agreement	7 and 11
(e)	Opening	1 C of Agreement	11
(f)	Fees	6 and 8 of Agreement, 4 of Turf Tamer Stand-On Applicator Lease and Turf Tamer Power Seeder Lease	5, 6, 7, 8, and 10
(g)	Compliance with standards and policies/operating manual	2 B and 7 of Agreement	8, 11, 13 and 16
(h)	Trademarks and proprietary information	3 and 4 of Agreement	13 and 14
(i)	Restrictions on products/services offered	7 C of Agreement	8, 11 and 16
(j)	Warranty and customer service requirements	7 F of Agreement	Not Applicable
(k)	Territorial development and sales quotas	1 C of Agreement	12
(l)	On-going product/service purchases	7 of Agreement	8

	Obligation	Section in Agreement	Disclosure Document Item
(m)	Maintenance, appearance and remodeling requirements	7 of Agreement, Turf Tamer Power Seeder Lease, and Turf Tamer Stand-On Applicator Lease	8
(n)	Insurance	7 G of Agreement, 10 and 11 of Turf Tamer Stand-On Applicator Lease and Turf Tamer Power Seeder Lease	6, 7 and 8
(o)	Advertising	8 of Agreement	5, 6, 8 and 11
(p)	Indemnification	5 of Agreement, 14 of Turf Tamer Stand-On Applicator Lease and Turf Tamer Power Seeder Lease	6
(q)	Owner's participation/management and staffing	7 H of Agreement	15
(r)	Records and reports	9 of Agreement	Not Applicable
(s)	Inspections and audits	10 of Agreement, 13 of Turf Tamer Stand-On Applicator Lease and Turf Tamer Power Seeder Lease	6
(t)	Transfer	11 of Agreement, 16 of Turf Tamer Stand-On Applicator Lease and Turf Tamer Power Seeder Lease	6 and 17
(u)	Renewal	12 of Agreement, 5 of Turf Tamer Stand-On Applicator Lease and Turf Tamer Power Seeder Lease	17
(v)	Post-termination obligations	14 of Agreement, 7 of Turf Tamer Stand-On Applicator Lease and Turf Tamer Power Seeder Lease	17
(w)	Non-competition covenants	4 and 14 D of Agreement	17

	Obligation	Section in Agreement	Disclosure Document Item
(x)	Dispute resolution	15 F of Agreement	17
(y)	Call Center	8 A of Agreement	6, 8, and 11
(z)	Compliance with customer complaint resolution procedures	7 F of Agreement	6

Item 10

FINANCING

LDI may offer you financing for the initial cash investment necessary to establish a Lawn Doctor Business The amount of financing is limited to $60,000 of the total initial investment, and typically includes financing of a portion of the initial franchise fee Also as described in Item 5, if you live in an area of the country where agronomic conditions are not conducive to seeding, you will not acquire a Turf Tamer Power Seeder In that instance, the amount of financing is limited to $56,950 If you obtain financing from LDI, you must sign a Promissory Note in the form attached as Exhibit F (the "Note") The Note provides for payment to LDI over a 96-month period at 12% per annum in monthly installments The first payment on the Promissory Note is due 180 days after you complete initial training If you finance the full amount, your monthly installment will be $975 17, including principal and interest If you finance $56,950 (*i e*, if you do not acquire the Turf Tamer Power Seeder), your monthly installment will be $925 60, including principal and interest LDI also requires that the Note be guaranteed by your owners if you are a corporation or other business entity You may prepay the Note in whole or in part without penalty The following are events of default under the Note (1) you fail to pay an amount due and do not cure within 15 days, (2) you default under your Agreement, (3) your Agreement is terminated or expires without renewal, or (4) you become bankrupt or insolvent If you default, all outstanding principal and unpaid interest due will be immediately due and payable Also, you must pay the costs, fees and expenses LDI incurs in enforcing the Note You must pay a $29 late fee each time your Note payment is late Under the Note, you waive presentment, demand for payment, protest, and notice of non-payment by the makers, endorsers, and guarantors of the Note An uncured Note default allows LDI to terminate the Agreement

Financing is also available for the optional program described in Item 5 for existing Strategic-Partners If you are acquiring an additional Lawn Doctor Business, the down payment for the additional Lawn Doctor Business is $12,500, and you can finance the remaining $12,500 with a monthly repayment of $415 18 for 3 years The interest rate, plus finance charges, on the note is 12% per annum

LDI does not have any past or present practice or intent to sell, assign or discount to a third party, in whole or in part, any note, contract or other instrument executed by you, but reserves the right to do so in the future LDI does not receive any payments or other consideration, either directly or indirectly, from any third party for the placement of financing with such third party

As described in Item 8, LDI will require you to enter into Equipment Leases before your initial training The Turf Tamer Stand-On Applicator Lease requires you to pay a nonrefundable deposit of $3,350 as part of the initial franchisee fee and provides for a monthly payment of $227 72, plus sales tax, to LDI over an 84-month period You may elect to pay the rent due under the Turf Tamer Stand-On Applicator Lease in a lump sum payment of $16,250, payable to LDI when you sign the lease The Turf Tamer Power Seeder Lease requires you to pay a nonrefundable deposit of $3,050 as part of the initial franchise fee and provides for a monthly payment of $199 41, plus sales tax, to LDI over a 72-month period You may elect to pay the rent due under the Turf Tamer Power Seeder Lease in a lump sum payment of $13,250, payable to LDI when you sign the lease Payments under the Equipment Leases begin 365 days after you complete initial training The Turf Tamer Stand-On Applicator Lease has a 7-year term with a right to renew for an additional term The Turf Tamer Power Seeder Lease has a 6-year term with a right to renew for an additional term At renewal, you will have the option of either retaining the equipment without any additional charges, or returning the equipment in exchange for new equipment, with the payment of then current lease charges You cannot assign the Equipment Leases without LDI's approval Under the Equipment Leases, LDI retains title to the equipment, but LDI may, at its sole option, require you to sign and file a Form UCC-1 in all applicable jurisdictions Because you do not have title in the equipment, and except as provided in this Item, LDI does not require you to grant it a security interest in the equipment The Equipment Leases are terminable if you fail to make a lease payment within 10 days after the due date, fail to cure any default within 15 days after receiving notice, make an assignment for the benefit of creditors, file for bankruptcy protection, become insolvent or take other similar actions, or the Agreement is terminated On default, all Equipment Lease payments are accelerated and become due immediately Uncured Equipment Lease defaults allow LDI to terminate the Agreement

You are free to obtain financing from any source LDI is unable to estimate whether you will be able to obtain financing from third parties or the terms of financing, which will depend on your creditworthiness, security offered by you, the policies of lenders and the availability of financing generally

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM, AND TRAINING

Except as listed below, LDI is not required to provide you with any assistance

Before you open the Business, LDI will

(1) Provide you with specifications, standards, operating procedures and specialized equipment for a Lawn Doctor Business to protect the quality of LDI's products and services (Agreement - Sections 7 A and 7 E)

(2) Provide you with reasonable guidance in the development of the Business (Agreement - Section 2 B)

(3) Train you in the Lawn Doctor system (Agreement - Section 2 A)

During your operation of the Business, LDI will

(1) Provide you with guidance for the operation of the Business LDI will provide guidance to you and supervisory employees through the Operating Manual (defined below) and, at its option, via telephonic conversations and consultation at LDI's offices or your office (Agreement - Section 2 B)

(2) Provide you access to the Operating Manual (Agreement - Section 2 B)

(3) Let you use the Marks (Agreement - Section 3)

(4) Disclose confidential information to you relating to the operation of the Business (Agreement - Section 4)

(5) Advise you of approved suppliers for a Servicing Vehicle and other items and required and authorized products and supplies (Agreement - Section 7)

(6) At LDI's option, establish a national and one or more regional or local Marketing Funds for marketing and promotional programs (Agreement - Section 8) LDI currently administers regional Marketing Funds in Atlanta, GA, Baltimore, MD, Chicago, IL, Colorado Springs, CO, Dallas, TX, Denver, CO, Lancaster, PA, Nashville, TN, New York, NY, Philadelphia, PA, Richmond, VA, Roanoke, VA, and Washington, DC LDI established a national Marketing Fund and began collecting national Marketing Fund contributions from franchisees in January 2018

(7) LDI may assist you in establishing prices for authorized products and supplies

Operating Manual

LDI will provide you with access to one copy of the operating manual, which may include one or more separate manuals as well as compact disks, computer software, information available on an Internet site, other electronic media and/or written materials (the "Operating Manual") The Operating Manual contains mandatory and suggested specifications, standards and operating procedures prescribed by LDI for the operation of a Lawn Doctor Business and information about your other obligations under the Agreement so that the quality of LDI's brand, products, and services is maintained LDI may modify the Operating Manual, but this will not alter your fundamental status and rights under the Agreement You must keep your copy of the Operating Manual current, but the master copy maintained by LDI at its principal office will be controlling The Operating Manual is confidential, and you may disclose its contents only to your employees who need to know its contents to perform their jobs You may not copy any part of the Operating Manual The table of contents to the Operating Manual is attached as Exhibit I As of the issuance date of this Disclosure Document, the Operating Manual contains approximately 2,307 total pages

At LDI's option, LDI may post some or all of the Operating Manual on a restricted website or extranet to which you will have access If LDI does so, you must monitor and access the website or extranet for any updates to the Operating Manual or system standards

Advertising

You must spend each calendar year during the franchise term (beginning in the first full calendar year after the Agreement is signed) the greater of $30,000 or 10% of your Net Revenues for marketing and promotion in your Territory This is in addition to your Call Center obligations Within 60 days after the end of each year, you must submit to LDI a report detailing your marketing and promotion expenditures in your Territory during that year If you fail to spend the required $30,000 or 10% of your Net Revenues (whichever is greater) for marketing and promotion during any calendar year, you must pay LDI the unspent amount within 60 days after the calendar-year end LDI may then use such monies for any marketing or promotional expense (whether national, regional, local or otherwise) at any time You must submit for approval by LDI samples of all advertising and promotional materials If you use any unapproved materials, LDI may assess a fine of $250 per item per occurrence You must comply with LDI's requirements, standards and specifications concerning Strategic-Partners' use of websites or other computer-based advertising to promote Lawn Doctor Businesses You must submit proposed website information for LDI's approval before you implement a website, and LDI must approve any changes you make to a website You may not in any event use the Marks in your domain name or electronic address You must display the toll-free telephone number as the primary and dominant business phone number and display the number on all marketing materials and Servicing Vehicles

LDI has the right, directly and/or through a designated source (including an affiliate), to develop, implement, operate, maintain, and improve the Call Center for the marketing, customer solicitation and engagement, transaction processing, and other purposes LDI periodically specifies You must use and allow the use of the Call Center in your Business and comply with

LDI's standards, specifications, and operating procedures for participation in and operation of the Call Center LDI or the other designated source will charge various Call Center fees (described in Item 6)

If LDI establishes a local marketing fund, you will be required to contribute a maximum of 5% of your Net Revenues to the local marketing fund However, any contribution to the local marketing fund will be credited against the amount you are required to spend for advertising in your Territory The amount of your contribution to the local marketing fund will be determined by a majority vote of Lawn Doctor Businesses in the area for your local marketing fund As of the issuance date of this Disclosure Document, there are no local marketing funds However, LDI has the power at any time to form, change, dissolve, or merge a local marketing fund

LDI maintains and administers one or more national and regional marketing fund(s) (the "Marketing Fund") for national and regional marketing and promotional programs You must contribute to these Marketing Funds an amount LDI establishes, although these contributions will not exceed 5% of your Net Revenues LDI will specify the amount of any contributions on at least 30 days' notice You must contribute to the Marketing Fund on a weekly basis, together with the royalty and service fee Your contributions to the Marketing Fund will be credited against the amount you are required to spend for advertising in your Territory There might be Strategic-Partners contributing to the Marketing Fund at different rates because they operate under different forms of franchise agreement In 2017, LDI used certain commissions it received from suppliers for marketing and promotional programs, but LDI and its affiliates have the right to use all amounts that LDI and its affiliates receive from suppliers on account of their actual or prospective dealings with LDI, you, and other Strategic-Partners without restriction for any purposes LDI and its affiliates deem appropriate The 13 regional Marketing Funds are listed in both Item 6 and this Item (above) LDI also administers a national Marketing Fund and began collecting national Marketing Fund contributions from franchisees in January 2018 Therefore, the national Marketing Fund had no operations in 2017 If the Business is located in an area where there is a regional Marketing Fund, LDI will adjust your contributions to that regional Marketing Fund so that your total contributions to the Marketing Fund (both regional and national) do not exceed 5% of the Business's Net Revenues

LDI will direct all advertising programs financed by the Marketing Fund and will control creative concepts, materials, endorsements and offers The Marketing Fund may pay for producing advertising, marketing and promotional content, administering and directing regional and multi-regional advertising and marketing programs, and supporting public relations, market research and other advertising and promotion activities LDI may also use the Marketing Fund to pay for a toll-free telephone number program and on-line Internet advertising and marketing, including Facebook, Twitter, and other social media, and to pay for click-through charges to search engines, banner advertising sources, and advertising host sites ("social media" includes personal blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools) Currently, LDI's wholly-owned subsidiary, LADO, advances the costs to purchase advertising, marketing and promotion content on behalf of the Marketing Fund The Marketing Fund reimburses LADO for the costs of purchasing the advertising, marketing and promotional content on an annual basis If the

Marketing Fund does not receive enough contributions to reimburse LADO during the calendar year, then the balance will carry over to the following year The Marketing Fund will be accounted for separately from all other funds of LDI and will not be used to defray LDI's general operating expenses, except for salaries, administrative costs and overhead relating to the Marketing Fund and its marketing and promotional programs The Marketing Fund is not LDI's asset or a trust LDI does not owe you fiduciary obligations because it maintains the Marketing Fund LDI may spend in any fiscal year an amount greater or less than the aggregate contributions of Lawn Doctor Businesses contributing to the Marketing Fund in that year LDI may make loans to the Marketing Fund (and the Marketing Fund may borrow from LDI or other lenders) bearing reasonable interest to cover any deficits of the Marketing Fund or cause the Marketing Fund to invest any surplus for future use LDI will prepare an annual unaudited report of monies collected and costs incurred by the Marketing Fund and will make the report available for inspection by you In the fiscal year ending December 31, 2017, the expenditures of the 13 regional Marketing Funds were allocated as follows more than 85% for media and less than 15% for creative, production, administrative and other costs Except for certain marketing materials that contain a statement regarding the availability of franchise opportunities, LDI does not use Marketing Fund monies for soliciting the sale of franchises

LDI may incorporate the Marketing Fund or operate it through a separate entity whenever LDI deems appropriate The Marketing Fund is intended to maximize general public recognition and patronage of Lawn Doctor Businesses and the Marks for the benefit of all Lawn Doctor Businesses LDI undertakes no obligation to ensure that expenditures by the Marketing Fund are proportionate or equivalent to contributions by Lawn Doctor Businesses or that any Lawn Doctor Business will benefit directly or in proportion to its contribution to the Marketing Fund from the conduct of marketing programs or the placement of advertising

LDI has the right, but no obligation, to use collection agents and institute legal proceedings to collect Marketing Fund contributions at the Marketing Fund's expense LDI also may forgive, waive, settle and compromise all claims by or against the Marketing Fund

LDI may at any time defer or reduce the Marketing Fund contributions of a Lawn Doctor Business and, upon 30 days' prior written notice to you, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund If LDI terminates the Marketing Fund, LDI will distribute all unspent monies to all Lawn Doctor Businesses (whether franchised or operated by LDI or its affiliates) in proportion to their respective Marketing Fund contributions during the preceding 12-month period

There currently are no franchisee advertising councils that advise LDI on advertising and marketing policies and programs

Computer System

You must purchase computer hardware and software for the Business that meets LDI's standards and specifications in order to operate the RGS software described below This includes a computer, monitor, printer, and third-party software, including Microsoft Office and QuickBooks Online

You must sign an agreement with RGS to license a computer software program suited for use by lawn care businesses to use in the Business The RGS computer software program is designed for your use in the overall management and operation of the Business and to collect and generate lists of customers and prospects, direct mail programs, accounting management information, data to track revenues from the Business, schedule of services, GPS directions, customer inquiries and similar information This computer software program currently consists of Service Assistant (one user license), Routing Assistant, Customer Assistant Website, and Mobile Live (one user license)

You must pay RGS $500 when you sign the agreement with RGS, which covers the license and support services for the first 2 months of the agreement's term After the initial 2-month period and for the remainder of the agreement's term, you must pay RGS a monthly license and support fee currently equal to $250 per month Other than these fees and the agreement you sign with RGS, there are no service contracts and no expected annual costs for optional or required maintenance, repairs, upgrades, or updates related to the computer software program (and therefore no other third parties have any contractual right or obligation to provide them)

Except as described above, neither LDI nor the third parties whose products you buy have any contractual right or obligation to provide ongoing maintenance, repairs, upgrades, or updates to the computer hardware and compatible software, unless you obtain a service contract or a warranty covers the product

You may also be required to incur reasonable costs to purchase or lease new or modified computer hardware and software for use with the RGS software There are no contractual limitations on the frequency and cost of this obligation You will also sign the Extranet Agreement (Exhibit G) LDI will have unlimited independent access to all information and data that your computer system generates and stores, including all data derived from the RGS software As described in Item 7, LDI estimates the cost of any computer hardware and software, including peripheral devices and software in addition to the software provided by RGS, to be $2,000 (plus a QuickBooks Online ongoing monthly fee, which is currently $24 50 per month)

Business Opening

You select the Territory for your Business, subject to LDI's approval While there is generally an interval of 30 to 60 days between the execution of the Agreement and the opening of the Business, you must commence pre-opening marketing efforts for your Business to LDI's satisfaction within 15 days after you complete LDI's training program Upon your request, LDI may, at its sole option, grant you an extension of the 15-day period LDI may terminate the Agreement if you do not comply with the opening deadline specified above The interval also will vary depending upon the availability and delivery of the Turf Tamer Stand-On Applicator

Training

You may designate up to 2 persons (the principal owner is required to attend) to participate in LDI's mandatory training program The program will be conducted 5-6 times per year You will be responsible for all travel and living expenses in connection with the training program If you or your designee do not satisfactorily complete the training program, you or your designee must attend the next initial training program at your expense There is no specific timeframe after signing the Agreement or before opening the Business within which you must complete training If you or your designee's performance in the additional training program is unsatisfactory, LDI may terminate the Agreement effective upon delivery of notice of termination to you LDI may require that you and your supervisory personnel complete supplemental and refresher training programs, to be furnished without charge, at designated locations You must pay any travel and living expenses for supplemental and refresher training programs LDI may provide some or all training programs via a restricted website or extranet to which you have access

Currently, the initial training program is conducted at LDI's headquarters (or at nearby facilities) and at LDI's manufacturing facility, located in Marlboro, New Jersey The current training program is an 8-day program which includes over 60 hours of actual classroom and/or hands-on instruction, and approximately 20-25 hours for classroom preparation, homework, test taking, and planned group events The instructional materials for LDI's training program include handouts, the Operating Manual, and tests that LDI requires you to take Laptop computers are provided to class participants during the training program The officers of LDI participate in and supervise all phases of the program based on their expertise with Lawn Doctor Businesses LDI's Department of Operations administers the training program, including any "on-the-job" training The Vice President of Operations, David Newman, has been with the Lawn Doctor system since 1998 and has experience in all aspects of operations Mr Newman oversees the training program and the individual trainers who have been with LDI an average of 10 years and have held a variety of other positions LDI's current initial training program is summarized in the following tabular chart

LDI TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
Orientation Housekeeping Forms Franchisee Paperwork	1	0	LDI's Headquarters
Business Overview Lawn Doctor Background Mission Vision Values The Lawn Doctor Business Model (See Note 1 below)	3	0	LDI's Headquarters

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
Agronomy Horticultural and Product Safety	14	0	LDI's Headquarters
Marketing Strategies	7	0	LDI's Headquarters
Sales Strategies	7	0	LDI's Headquarters
Customer Service Call Center	1	0	LDI's Headquarters
Lawn Doctor Equipment Operation and Maintenance	11	0	LDI's Manufacturing Facility
Servicing Procedures	4	0	LDI's Headquarters
Business Planning/Operations	4	0	LDI's Headquarters or Remote Access
Marketing Plan Review (See Note 1 below)	2	0	LDI's Headquarters
Start-Up Procedures/Post Class Support Programs	2	0	LDI's Headquarters
Classroom preparation, Homework, test taking, Planned group events	20-25	0	LDI's Headquarters

1 In addition to the above training, RGS will provide you with computer software training for the use of the RGS computer software program

LDI currently offers new Strategic-Partners a mentorship program that supplements LDI's initial training program with practical experience in operating a Lawn Doctor Business LDI pairs you with an existing Strategic-Partner, chosen by LDI in its sole discretion, who will provide you with on-the-job operational training and guidance on the best practices in the lawn care and tree and shrub care industry Your Strategic-Partner mentor will guide you through telephone calls and during one visit (between 2 to 5 days) that you must make to the Strategic-Partner's Lawn Doctor Business after you complete the initial training program but before you open the Business You will be responsible for all travel and living expenses during the mentorship program

Item 12

TERRITORY

A geographic territory (the "Territory") will be identified in the Agreement in which you will initially conduct the Business The Territory will contain no less than 10,000 single family residences After you have been operating the Business for 4 years, if your "Market Share" falls below the required level, LDI may reduce the size of your Territory by redrawing its boundaries in LDI's sole discretion Your "Market Share" means the percentage of single family residences in the Territory using Lawn Doctor services out of the total single family residences in the Territory Your Market Share in the Territory may be no less than 70% of the average Market Share of all Lawn Doctor Businesses which have been in operation for 4 or more years Otherwise, LDI may not alter your Territory or territorial rights during the franchise term (LDI may change the Territory upon your acquisition of a successor franchise for the Business)

In order for you to acquire additional Territories, you must have a "Market Share" of at least 2% in all of the Territories in which you are operating at the time you notify LDI of your interest in acquiring an additional Territory Otherwise, you have no options, rights of first refusal, or similar rights to acquire additional franchises

If you are in compliance with the Agreement, but except as provided in clauses (1) through (3) below, LDI will not operate or grant a franchise for the operation of a Lawn Doctor Business with a territory which overlaps in any material respect with your Territory Except for this limitation, LDI and its affiliates retain all rights with respect to Lawn Doctor Businesses, the Marks, and other activities, including (1) the right to provide, offer and sell, and to grant others the right to provide, offer and sell, products similar to and/or competitive with those offered and sold at Lawn Doctor Businesses, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels (including via catalog, the Internet or other media) both inside and outside your Territory, (2) the right to establish and operate, and grant to others the right to establish and operate, businesses offering and selling dissimilar products and services under the Marks and other trademarks and service marks, both inside and outside your Territory, (3) the right to establish and operate, and grant to others the right to establish and operate, businesses offering and selling mosquito control and other pest control services (and related products), whether identified by the Marks or other trademarks or service marks, through similar and dissimilar distribution channels both inside and outside your Territory, (4) the right to operate, and to grant others the right to operate Lawn Doctor Businesses with territories which do not overlap in any material respects with your Territory regardless of proximity to the Business, (5) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at a Lawn Doctor Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the Strategic-Partners or licensees of these businesses) are located or operating (including in your Territory), and (6) the right to be acquired by a business providing products and services similar to those provided at Lawn Doctor Businesses, or by another business, even if such business operates, franchises and/or licenses competitive businesses in your Territory LDI may exercise any of the retained rights above without compensating you Because LDI may offer mosquito control services in your Territory through similar distribution channels, your Territory in that respect is not "exclusive," and you may face

competition from other franchisees, from outlets that LDI owns, or from other channels of distribution or competitive brands that LDI controls

You must conduct the Business solely within your Territory, such that none of the Net Revenues of the Business are derived from customers whose properties are located outside your Territory If you have customers whose properties are located outside your Territory and LDI grants to another Strategic-Partner a territory that encompasses such properties of your customers, then you must give such customers to such other Strategic-Partner at no charge You must pay to LDI a royalty of 15% of the Net Revenues for all business conducted outside your Territory This 15% royalty is in addition to the required weekly royalty of 10% of the Net Revenues of the Business, as described in Item 6 In addition, this 15% royalty will apply if you acquire an existing Lawn Doctor Business that has customers outside its designated territory

Subject to LDI's approval, you may relinquish a portion of your Territory for inclusion in the territory of a Lawn Doctor Business granted by LDI to another person or entity If you do so, you will be entitled to be paid any amount the new Strategic-Partner agrees to pay for this relinquishment over and above the initial franchise fee payable to LDI

The continuation of your territorial rights does not depend upon your achievement of any sales level or other contingency with the exception of your compliance with the Agreement as described above LDI does not operate or offer franchises for the operation of lawn care and conditioning services businesses under a different trade name or trademark LDI does not intend to use the Marks or other trademarks in other channels of distribution for similar products or services, but has the right to do so

LDI's affiliate MH (described in Item 1), whose principal business address is the same as LDI's principal business address, currently offers franchises for "MOSQUITO HUNTERS" businesses offering outdoor pest control services specializing in the eradication of mosquitoes through regular spraying applications and a follow-up maintenance program While LDI's and MH's offices are at the same location, MH maintains training facilities that are physically separate from LDI's training facilities "MOSQUITO HUNTERS" businesses may solicit and accept orders from customers near your Business and in your Territory

Item 13

TRADEMARKS

LDI will license to you the right to use the Marks in the operation of the Business and in providing the services and products associated with the Business

The following Marks are registered with the United States Patent and Trademark Office on the principal register

Name or Mark	Registration Number	Registration Date
LAWN DOCTOR (Service Mark)	1,000,040	December 17, 1974
LAWN*DOCTOR (Service Mark)	1,069,578	July 12, 1977
Design of Fist with Raised Green Thumb (Service Mark)	1,126,621	November 6, 1979
LAWN*DOCTOR and Design (Service Mark)	1,129,386	January 15, 1980
TURF TAMER	1,255,836	November 1, 1983
YARD ARMOUR	4,704,098	March 17, 2015

All affidavits of use which were required to be filed with respect to the above Marks have been filed LDI has renewed the registrations of the first 5 Marks listed above

There are currently no effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or any pending material federal or state court litigation, involving any of the Marks LDI does not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state There are no agreements currently in effect which limit the rights of LDI to use or license the use of the Marks in any manner material to you

You must follow LDI's rules when you use the Marks, including LDI's requirements and restrictions concerning use of the Marks on any website Your right to use the Marks is limited to the conduct of the Business in compliance with the Agreement and all applicable standards, specifications and operating procedures prescribed by LDI Any unauthorized use of the Marks by you will constitute an infringement of the rights of LDI All provisions of the Agreement will apply to any additional trade and service marks and commercial symbols that LDI authorizes for your use You must use the Marks as the sole identification of the Business, but you must identify yourself as the independent owner, operator, and manager of the Business in the manner LDI prescribes You may not use any Mark or any variation thereof (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols, (3) in connection with the performance or sale of any unauthorized services or products, (4) as part of any domain name, electronic address or search engine, or (5) in any other manner LDI has not expressly authorized in writing To the extent you use any Mark in employment-related materials, you must include a clear disclaimer that you (and only you) are the employer of employees and that LDI, as the franchisor, is not the employer of your Business's employees and does not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked,

rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions

You must immediately notify LDI of any apparent infringement or challenge to your use of any Mark LDI will take action as it deems appropriate and control any litigation or proceeding You must assist LDI with any action it may take in connection with an infringement or challenge to any Mark If LDI decides to modify or discontinue use of any Mark or use one or more additional or substitute trade or service marks, no matter the circumstances, then you must comply with LDI's directions to modify or discontinue the use of such Mark LDI is not required by the Agreement to defend you against any claim respecting your use of any Mark LDI also is not obligated to reimburse you for your direct expenses in modifying or discontinuing the use of a Mark and substituting a different trademark or service mark, for any loss of goodwill associated with any modified or discontinued Mark, or for your expenditures to promote a modified or substitute trademark or service mark

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Currently, no patents or patent applications are material to the franchise LDI claims a copyright in its Operating Manual, advertising and marketing materials and similar items used in the franchise LDI has not registered these copyrights with the United States Copyright Office but need not do so to protect them There are currently no effective material determinations of the United States Copyright Office or any court regarding any of the copyrighted materials LDI is not obligated to protect or defend copyrights There are no agreements currently in effect which significantly limit the rights of LDI to use or license the use of the copyrighted materials in any manner material to you LDI does not actually know of any infringing uses of its copyrights that could materially affect your use of copyrighted materials in any state

Through the Operating Manual and other means, LDI provides confidential information to Strategic-Partners LDI's confidential information includes methods, techniques, formats, specifications, procedures, information, systems, sales and marketing techniques and knowledge of and experience in the development, operation and franchising of Lawn Doctor Businesses (some of which constitutes trade secrets under applicable law) You must keep this information completely confidential You may not use the confidential information in any other business or make unauthorized copies of any confidential information Your customer list is included in LDI's confidential information, is the property of LDI, and constitutes a trade secret of LDI You must implement the procedures that LDI requires to prevent unauthorized disclosure of the confidential information LDI has the right to review and approve the form of confidentiality agreement you use and to be a third party beneficiary of that agreement with independent enforcement rights LDI's right to review and approve the form of agreement is solely to ensure that you adequately protect confidential information Under no circumstances will LDI control the forms or terms of employment agreements you use with your Business's employees or otherwise be responsible for your labor relations or employment practices

All ideas, concepts, techniques, or materials relating to a Lawn Doctor Business, whether or not protectable intellectual property and whether created by or for you or your owners or

employees, must be promptly disclosed to LDI and will be deemed to be LDI's sole and exclusive property, part of the franchise system, and works made-for-hire for LDI To the extent any item does not qualify as a "work made-for-hire" for LDI, you assign ownership of that item, and all related rights to that item, to LDI and must sign whatever assignment or other documents LDI requests to show LDI's ownership or to help LDI obtain intellectual property rights in the item

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or, if you are an entity, your owners) must continuously use your best efforts to promote the Business and devote your full time, energies and attention to the operation of the Business You must not engage in any business or activity that competes with LDI, the Business or the Lawn Doctor system However, LDI may permit you to engage in other non-competitive business activities if you obtain LDI's written consent, which may be withheld in LDI's sole discretion As noted in Item 1, if LDI allows you to transfer your rights and obligations under the Agreement to a corporation or other entity that you own, you will remain bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all lawn care and conditioning services, tree and shrub care services, and related products and services that LDI authorizes for sale by the Business in the Territory (which may include mosquito control) You must conduct the Business within the Territory, such that none of the Net Revenues of the Business are derived from customers whose properties are located outside your Territory You may not offer or sell any other services or products or use any equipment of the Business in any other business or for any other purpose LDI may change the types of authorized services, and there are no limits on its right to do so

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	1 C of Agreement	10 years Item 10 provides additional information regarding Equipment Lease term and renewal
(b)	Renewal or extension of the term	12 A of Agreement	Your renewal right permits you to obtain a successor franchise for the Business for a term of 10 years after the initial term of the Agreement expires if you meet certain requirements
(c)	Requirements for franchisee to renew or extend	12 of Agreement	You must have complied with all provisions of the Agreement, refurbish and re-equip each Servicing Vehicle, and repair or replace equipment You must give LDI notice of at least 6 months, but not more than 12 months, before the end of the initial term After receiving notice of approval, you must continue to comply with the Agreement and execute LDI's then current form of franchise agreement and related documents, which may have materially different terms and conditions from the Agreement, including different fee requirements and territorial rights You and your owners must also execute general releases of all claims against LDI
(d)	Termination by franchisee	Not Applicable	No specific provision
(e)	Termination by franchisor without cause	Not Applicable	No specific provision

	Provision	Section in Franchise or Other Agreement	Summary
(f)	Termination by franchisor with cause	13 of Agreement	LDI has the right to terminate the Agreement if you commit any of several violations (see (g) and (h) below) Termination of the Agreement also terminates Equipment Leases
(g)	"Cause" defined – curable defaults	13 of Agreement	You fail to accurately report the Net Revenues of the Business, or fail to make payments of any amounts due to LDI (including amounts due under Equipment Leases), and you do not correct the failure within 10 days after receiving written notice, fail to comply with any other provision of the Agreement or any standard, and do not correct the failure within 30 days after receiving written notice, or you do not provide proof to LDI of your efforts to correct the failure if it cannot be cured within 30 days after written notice

	Provision	Section in Franchise or Other Agreement	Summary
(h)	"Cause" defined – non-curable defaults	13 of Agreement	You abandon the Business, transfer control of the Business without approval, make any material misrepresentation or omission in your franchise application, fail to complete training, are convicted of a felony or other crime, make an unauthorized transfer of the assets or an ownership interest in the Business, make any unauthorized use of confidential information or the Operating Manual, fail on 3 or more separate occasions during any 1 year period to submit when due any reports required by LDI, or to pay when due the royalty and service fees or other payments due to LDI, or you otherwise fail to comply with the Agreement, submit to LDI on 2 or more separate occasions reports or supporting records which understate by more than 3% the fees due for 2 or more months, misuse or make an unauthorized use of any Mark (including unauthorized use of any Mark associated with a website), violate any law or create a health or safety hazard, fail to maintain insurance, interfere with LDI's right to inspect the Business, engage in unethical conduct which affects the reputation of the Business, LDI or other Lawn Doctor Businesses, lose a license necessary to operate the Business, fail to pay taxes, become insolvent or file bankruptcy, violate the non-compete provisions of the Agreement, you are in default or fail to cure any default (if cure is permitted) under the agreement between you and RGS for the RGS computer software program, the agreement between you and RGS for the RGS computer software program expires or is terminated

	Provision	Section in Franchise or Other Agreement	Summary
(i)	Franchisee's obligations on termination/nonrenewal	14 of Agreement	Obligations include complete de-identification (including canceling any website associated with the Business), payment of amounts due to LDI or customers within 15 days after the effective date of termination or expiration, cease use of any confidential information, and return the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder, other equipment, the Operating Manual, and any other proprietary materials
(j)	Assignment of contract by franchisor	11 A of Agreement	Fully transferable by LDI
(k)	"Transfer" by franchisee - defined	11 B of Agreement	Includes voluntary or involuntary, direct or indirect assignment, sale, gift, or other disposition of any interest in the Agreement, your ownership, the Business assets, customer lists, or the Business
(l)	Franchisor approval of transfer by franchisee	11 C of Agreement	LDI has the right to approve all transfers but will not unreasonably withhold approval if you are in full compliance with the Agreement Item 10 provides additional information regarding assignment of Equipment Leases

	Provision	Section in Franchise or Other Agreement	Summary
(m)	Conditions for franchisor approval of transfer by franchisee	11 C of Agreement	Transferee qualifies, transferee assumes all your obligations, you pay all amounts owed to LDI and submit all required reports, transferee completes training, transferee executes LDI's then current form of franchise agreement and related documents (which may have different terms and conditions from the Agreement), transferee assumes all your obligations under your agreement with RGS for the RGS computer software program, you pay a transfer fee of 75% of the then current initial license fee component of the initial franchise fee payable by a Strategic-Partner who is new to the Lawn Doctor system, you execute a general release of any claims against LDI, LDI approves the terms of the transfer, you clean and repair the equipment and Servicing Vehicles to LDI's satisfaction, you execute a non-competition covenant, you agree to subordinate to the transferee's obligations to LDI any obligations of the transferee to make payments of the purchase price to you
(n)	Franchisor's right of first refusal to acquire franchisee's business	11 E of Agreement	LDI can match any offer for the Business
(o)	Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
(p)	Death or disability of franchisee	11 D of Agreement	Business must be transferred to an approved party within 6 months from the date of death or permanent disability, subject to the conditions in (m) above

	Provision	Section in Franchise or Other Agreement	Summary
(q)	Non-competition covenants during the term of the franchise	4 of Agreement	You cannot directly or indirectly perform services or have any interest in any Competitive Business located or operating within your Territory, within 50 miles of the boundary of your Territory, within the territory of any other Lawn Doctor Business, or within 50 miles of the boundary of the territory of any other Lawn Doctor Business A "Competitive Business" means any business which operates, or grants franchises or licenses to others to operate, a business for the establishment, care, irrigation, and conditioning of lawns or other vegetation, including trees, shrubbery and other plant life, or any related or ancillary services you provide as part of your Lawn Doctor Business
(r)	Non-competition covenants after the franchise is terminated or expires	14 D of Agreement	For 18 months you cannot have any direct or indirect interest in any Competitive Business located within the same areas described in (q) above
(s)	Modification of the agreement	7 E of Agreement	No modification generally, unless by mutual written agreement, but the Operating Manual, specifications and procedures can be changed
(t)	Integration/merger clause	15 N of Agreement	Only the terms of the Agreement, including the preambles and exhibits, and the Operating Manual are binding (subject to state law) Any representations or promises outside of the Disclosure Document and Agreement may not be enforceable
(u)	Dispute resolution by arbitration or mediation	15 F of Agreement	Arbitration of most disputes within 10 miles of LDI's then current principal office (currently in New Jersey)
(v)	Choice of forum	15 H of Agreement	Subject to arbitration requirement, litigation generally must be in state or federal courts in New Jersey (subject to state law)

Provision	Section in Franchise or Other Agreement	Summary
(w) Choice of law	15 G of Agreement	Except for Federal Arbitration Act and other federal law, New Jersey law generally governs (subject to state law)

Item 18

PUBLIC FIGURES

LDI does not use any public figure to promote LDI or the Business

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 this 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

LDI has included in Table A certain Net Revenues results for Lawn Doctor Businesses with at least 2 full years of operational experience as of December 31, 2017 LDI has included in Table B certain Net Revenues results and statistical information for Strategic-Partners who responded to a survey taken by LDI in February 2017 LDI has included in Table C certain gross profit margin results for Lawn Doctor Businesses with at least one full year of operational experience as of December 31, 2016 LDI has included in Table D certain Net Revenues results for each year from 2009 to 2017 for the Lawn Doctor Businesses that had at least 2 full years of operational experience as of the end of each of those years "Net Revenues" means the actual gross revenues collected from customers, whether for cash or credit, plus all other revenues derived from the Business, excluding taxes collected from customers, and refunds and adjustments

As of December 31, 2017, 545 Lawn Doctor Businesses were in operation These 545 Lawn Doctor Businesses were operated by 207 Strategic-Partners that, for reporting purposes, consolidated their Lawn Doctor Businesses' financial information

Table A comprises Net Revenues information for all 177 Strategic-Partners that operated Lawn Doctor Businesses for at least 2 full years as of December 31, 2017 LDI compiled this Net Revenues information from weekly reports of Net Revenues that its Strategic-Partners provide to LDI LDI does not verify the figures in these reports

In February 2017, LDI sent a survey to all 204 Strategic-Partners that operated Lawn Doctor Businesses at that time and received 70 responses to the survey Table B comprises Net Revenues and other statistical information for the 70 Strategic-Partners that responded to the survey LDI did not request that the survey responses be applicable to a specific time period, nor did LDI verify the accuracy of the answers

Table C comprises gross profit margin information LDI compiled this information from 2016 year-end financial statements submitted by 132 of the 189 Strategic-Partners that operated Lawn Doctor Businesses for at least one full year as of December 31, 2016 Data concerning the remaining 57 Strategic-Partners that operated Lawn Doctor Businesses for at least one full year as of December 31, 2016 was not included in Table C, due to insufficient information from the Strategic-Partners LDI does not know whether the inclusion of such data, if available, would have a material effect on the gross profit margin percentages

Table D comprises Net Revenues information for each year from 2009 to 2017 for Strategic-Partners that operated Lawn Doctor Businesses for at least 2 full years as of the end of each of those years LDI compiled this Net Revenues information from weekly reports of Net Revenues that its Strategic-Partners provide to LDI LDI does not verify the figures in these reports

Table A
Statement of 2017 Net Revenues for 177 Strategic-Partners that operated Lawn Doctor Businesses for 2 Full Years or More as of December 31, 2017 This information is categorized by the number of Lawn Doctor Businesses operated

# of Territories Operated	# of Strategic Partners	Average Net Revenues (all territories combined)	Number of Strategic-Partners that Attained or Surpassed the Average	Percentage of Strategic-Partners that Attained or Surpassed the Average	Median Net Revenues (all territories combined)	Lowest Net Revenues (all territories combined)	Highest Net Revenues (all territories combined)
1-3	135	$468,111	52	39%	$302,034	$135	$2,127,306
4-6	28	$857,099	11	39%	$704,058	$103,436	$4,829,661
7 or More	14	$2,265,954	4	29%	$1,863,057	$313,517	$5,256,201
All territories included (per Strategic-Partner)	177	$671,848	64	36%	$407,456	$135	$5,256,201

Table B Responses to February 2017 Strategic-Partner Survey from 70 of the 204 Strategic-Partners that operated Lawn Doctor Businesses as of December 31, 2016		
		Number and Percentage of Strategic-Partners that Attained or Surpassed the Average
Number of Strategic-Partner Responses (to some or all questions)	70	
Average Annual Net Revenues Per Customer	$532	31 (44%) of 70 respondents
Median Annual Net Revenues Per Customer	$505	
Highest Annual Net Revenues Per Customer	$1,296	
Lowest Annual Net Revenues Per Customer	$293	
Average Lifetime Value of a Customer	$2,700	29 (41%) of 70 respondents
Median Lifetime Value of a Customer	$2,500	
Highest Lifetime Value of a Customer	$7,500	
Lowest Lifetime Value of a Customer	$1,032	
Average Net Revenues Earned Per Day Per Stand-On Turf Tamer	$1,283	24 (48%) of 50 respondents
Median Net Revenues Earned Per Day Per Stand-On Turf Tamer	$1,252	
Highest Net Revenues Earned Per Day Per Stand-On Turf Tamer	$2,600	
Lowest Net Revenues Earned Per Day Per Stand-On Turf Tamer	$356	
Average Net Revenues Earned Per Year Per Stand-On Turf Tamer	$182,710	25 (50%) of 50 respondents
Median Net Revenues Earned Per Year Per Stand-On Turf Tamer	$185,000	
Highest Net Revenues Earned Per Year Per Stand-On Turf Tamer	$346,518	
Lowest Net Revenues Earned Per Year Per Stand-On Turf Tamer	$55,000	

Table C Statement of 2016 Gross Profit Margin Results as a Percentage of Net Revenues for 132 of the 189 Strategic-Partners that operated Lawn Doctor Businesses for One Full Year or More as of December 31, 2016				
# of Strategic Partners	Average Gross Profit Margin	Number of Strategic-Partners that Attained or Surpassed the Average	Percentage of Strategic-Partners that Attained or Surpassed the Average	Median Gross Profit Margin
132	83 80%	63	48%	83 50%

Notes to Table C

1 LDI compiled these Gross Profit Margin figures from the year-end income statements that its Strategic-Partners provide to LDI Some Strategic-Partners prepare their financial statements using cash basis accounting, and some use accrual basis accounting Similarly, some Strategic-Partners prepare their statements in accordance with generally accepted accounting principles and some do not

2 LDI obtained the stated Gross Profit Margin percentage by subtracting Material Costs from the 100% Net Revenues

3 The Gross Profit Margin will be reduced when royalty and marketing expenditures are taken into account The required royalty fee is set at 10% of Net Revenues All Strategic-Partners are required to spend the greater of $30,000 or 10% of Net Revenues for marketing and promotion of their Lawn Doctor Businesses, however, franchisees that signed earlier forms of Lawn Doctor franchise agreements need only pay 10% of Net Revenues Some Strategic-Partners have elected to spend a greater amount

4 The results described in Table C include certain cost information for 132 Strategic-Partners that operated Lawn Doctor Businesses for at least one full year in 2016

Table D Statement of Net Revenues for Strategic-Partners that operated Lawn Doctor Businesses for 2 Full Years or More as of December 31st for the corresponding Year							
Year	# of Strategic Partners	Average Net Revenues (all territories combined)	Number of Strategic-Partners that Attained or Surpassed the Average	Percentage of Strategic-Partners that Attained or Surpassed the Average	Median Net Revenues (all territories combined)	Highest Net Revenues	Lowest Net Revenues
2009	214	$367,108	63	29%	$206,592	$2,947,850	$4,366
2010	204	$393,829	62	30%	$228,819	$3,246,320	$1,939

2011	196	$430,376	65	33%	$238,049	$3,548,984	$616
2012	173	$478,130	58	34%	$261,770	$3,589,439	$4,989
2013	155	$534,341	52	34%	$349,166	$3,794,198	$251
2014	163	$598,806	54	33%	$375,736	$4,391,138	$2,374
2015	160	$630,462	56	35%	$400,065	$4,756,989	$15,523
2016	173	$634,278	62	35%	$397,221	$4,879,391	$4,101
2017	177	$671,848	64	36%	$407,456	$5,256,201	$135

The numbers reported above do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the Net Revenues figures to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your Lawn Doctor Business Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information

Written substantiation of all financial performance information presented in this financial performance representation will be made available to you upon reasonable request

Some Lawn Doctor Businesses have sold this amount. Your individual results may differ There is no assurance that you will sell as much.

Other than the preceding financial performance representation, LDI does not make any financial performance representations LDI also does not authorize its employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, LDI 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 Scott D Frith at 142 State Route 34, Holmdel, New Jersey 07733, (732) 946-4300, the Federal Trade Commission, and the appropriate state regulatory agencies

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Item 20

OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31st in each year

Table No 1

Systemwide Outlet Summary
For years 2015 to 2017

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	2015	486	517	+31
	2016	517	532	+15
	2017	532	545	+13
Company-Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Total Outlets	2015	486	517	+31
	2016	517	532	+15
	2017	532	545	+13

Table No 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2015 to 2017

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arkansas	2015	1
	2016	0
	2017	0
California	2015	0
	2016	0
	2017	2

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Connecticut	2015	0
	2016	2
	2017	0
Delaware	2015	1
	2016	1
	2017	0
Florida	2015	2
	2016	0
	2017	0
Massachusetts	2015	0
	2016	0
	2017	3
New Jersey	2015	3
	2016	0
	2017	1
New York	2015	1
	2016	0
	2017	1
North Carolina	2015	3
	2016	1
	2017	0
Ohio	2015	3
	2016	0
	2017	5
Pennsylvania	2015	1
	2016	0
	2017	0
South Carolina	2015	3
	2016	0
	2017	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Texas	2015	0
	2016	2
	2017	0
Virginia	2015	0
	2016	1
	2017	0
Total	2015	18
	2016	7
	2017	12

Table No 3
Status of Franchised Outlets
For years 2015 to 2017

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Opera-tions-Other Reasons	Col 9 Outlets at End of the Year
Alabama	2015	10	1	2	0	0	0	9
	2016	9	0	1	0	0	0	8
	2017	8	1	0	0	0	0	9
Arkansas	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
California	2015	5	0	1	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
Colorado	2015	20	0	0	0	0	0	20
	2016	20	1	0	0	0	0	21
	2017	21	0	0	0	0	0	21

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Opera-tions-Other Reasons	Col 9 Outlets at End of the Year
Connecticut	2015	19	0	0	0	0	0	19
	2016	19	0	0	0	0	0	19
	2017	19	0	0	0	0	0	19
Delaware	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
Florida	2015	26	5	1	0	0	0	30
	2016	30	3	0	0	0	0	33
	2017	33	3	0	0	0	0	36
Georgia	2015	23	2	0	0	0	0	25
	2016	25	0	0	0	0	0	25
	2017	25	1	0	0	0	0	26
Illinois	2015	15	0	0	0	0	0	15
	2016	15	3	0	0	0	0	18
	2017	18	0	1	0	0	0	17
Indiana	2015	1	4	0	0	0	0	5
	2016	5	3	0	0	0	0	8
	2017	8	0	0	0	0	0	8
Iowa	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
Kansas	2015	0	2	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	2	0	0	0	0
Kentucky	2015	7	0	1	0	0	0	6
	2016	6	1	1	0	0	0	6
	2017	6	2	0	0	0	0	8

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Opera-tions-Other Reasons	Col 9 Outlets at End of the Year
Louisiana	2015	2	0	0	0	0	0	2
	2016	2	1	2	0	0	0	1
	2017	1	1	0	0	0	0	2
Maryland	2015	25	0	0	0	0	0	25
	2016	25	0	0	0	0	0	25
	2017	25	1	0	0	0	0	26
Massachusetts	2015	14	4	0	0	0	0	18
	2016	18	0	0	0	0	0	18
	2017	18	1	0	0	0	0	19
Michigan	2015	8	1	1	0	0	0	8
	2016	8	2	0	0	0	0	10
	2017	10	0	0	0	0	0	10
Minnesota	2015	2	2	0	0	0	0	4
	2016	4	1	0	0	0	0	5
	2017	5	0	0	0	0	0	5
Mississippi	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
Missouri	2015	3	2	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
Montana	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Nebraska	2015	1	0	0	0	0	0	1
	2016	1	3	1	0	0	0	3
	2017	3	0	0	0	0	0	3

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Opera-tions-Other Reasons	Col 9 Outlets at End of the Year
New Hampshire	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
New Jersey	2015	65	0	0	0	0	0	65
	2016	65	0	1	0	0	1[(A)]	63
	2017	63	0	0	0	0	0	63
New Mexico	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
New York	2015	36	2	2	0	0	0	36
	2016	36	0	0	0	0	0	36
	2017	36	0	0	0	0	0	36
North Carolina	2015	21	1	0	0	0	0	22
	2016	22	0	0	0	0	0	22
	2017	22	1	0	0	0	0	23
Ohio	2015	10	5	0	0	0	0	15
	2016	15	2	0	0	0	0	17
	2017	17	4	2	0	0	0	19
Oklahoma	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
Pennsylvania	2015	40	0	0	0	0	0	40
	2016	40	0	1	0	0	0	39
	2017	39	0	1	0	0	0	38
Rhode Island	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Opera-tions-Other Reasons	Col 9 Outlets at End of the Year
South Carolina	2015	15	0	0	0	0	0	15
	2016	15	0	0	0	0	0	15
	2017	15	0	0	0	0	0	15
Tennessee	2015	16	3	0	0	0	0	19
	2016	19	0	0	0	0	0	19
	2017	19	0	0	0	0	0	19
Texas	2015	24	5	0	0	0	0	29
	2016	29	7	3	0	0	0	33
	2017	33	6	1	0	0	0	38
Utah	2015	5	1	0	0	0	0	6
	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
Virginia	2015	30	0	1	0	0	0	29
	2016	29	0	0	0	0	0	29
	2017	29	0	2	0	0	0	27
Washington	2015	3	0	0	0	0	0	3
	2016	3	0	1	0	0	0	2
	2017	2	0	0	0	0	0	2
West Virginia	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Wisconsin	2015	9	0	0	0	0	0	9
	2016	9	0	0	0	0	0	9
	2017	9	0	0	0	0	0	9
Totals	2015	486	40	9	0	0	0	517
	2016	517	27	11	0	0	1[(A)]	532
	2017	532	22	9	0	0	0	545

(A) This figure includes one franchisee who combined a territory into other existing territories

Table No 4

Status of Company-Owned Outlets
For years 2015 to 2017

Col 1 State	Col 2 Year	Col 3 Outlets at Start of the Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired From Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
All States	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
Totals	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0

Table No 5

Projected Openings As Of December 31, 2017

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlet In the Next Fiscal Year
Alabama	0	1	0
Connecticut	2	0	0
Florida	0	2	0
Illinois	0	2	0
Kansas	0	1	0
Kentucky	0	1	0
Michigan	0	3	0
Missouri	0	1	0
New York	0	1	0
Ohio	0	2	0
Pennsylvania	0	1	0
Texas	4	3	0
Virginia	0	3	0

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlet In the Next Fiscal Year
Total	6	21	0

Attached as Exhibit J is a list of all Strategic-Partners, with addresses and telephone numbers, as of December 31, 2017 LDI does not have any company-owned Lawn Doctor Businesses Attached as Exhibit K is a list of the names, and last known home addresses and telephone numbers, of the 12 former Strategic-Partners (some of whom owned multiple outlets) who were terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under their franchise agreements during 2017 or who have not communicated with LDI within 10 weeks of the Disclosure Document's issuance date If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

LDI has a Strategic-Partner advisory council, known as the President's Advisory Council The advisory council is sponsored by LDI, but its members are elected by Strategic-Partners You may contact the advisory council by contacting its current president, Jim Duffy, at Lawn Doctor of Fort Myers, 12458 Kentwood Avenue, Fort Myers, Florida 33913, (239) 768-9366 There are no other trademark-specific franchisee organizations associated with the Lawn Doctor franchise system

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Lawn Doctor franchise system You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you

Item 21

FINANCIAL STATEMENTS

The following financial statements are attached to this Disclosure Document as Exhibit L

The consolidated financial statements of Lawn Doctor, Inc and its subsidiaries for the years ended December 31, 2017 and 2016, which comprise the consolidated balance sheets and the related consolidated statements of operations, changes in stockholder's equity, and cash flows for the years then ended

The consolidated financial statements of Lawn Doctor, Inc and its subsidiaries for the years ended December 31, 2016 and 2015, which comprise the consolidated balance sheets and the related consolidated statements of operations, changes in stockholder's equity, and cash flows for the years then ended

The unaudited comparative balance sheet as of March 31, 2018, and unaudited consolidated statements of income for the 3-month period ended March 31, 2018, of Lawn Doctor, Inc and its subsidiaries

Item 22

CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document

Exhibit A Lawn Doctor Franchise Agreement

Exhibit B Electronic Funds Transfer Authorization

Exhibit C Assignment and Assumption Agreement

Exhibit D Turf Tamer Stand-On Applicator Equipment Lease Agreement

Exhibit E Turf Tamer Power Seeder Equipment Lease Agreement

Exhibit F Promissory Note

Exhibit G Extranet Agreement

Exhibit M State Riders to Franchise Agreement

Item 23

RECEIPTS

LDI's and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this Disclosure Document

EXHIBIT A

FRANCHISE AGREEMENT

LAWN DOCTOR

FRANCHISE AGREEMENT

_____

STRATEGIC-PARTNER

d/b/a LAWN DOCTOR OF _____

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EXHIBITS

EXHIBIT A – OWNERS OF STRATEGIC-PARTNER

LAWN DOCTOR
FRANCHISE AGREEMENT

THIS LAWN DOCTOR FRANCHISE AGREEMENT (this "Agreement") is made and entered into by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY") and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ ("STRATEGIC-PARTNER") as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Agreement (the "Agreement Date")

1 DEFINITIONS, PREAMBLES AND GRANT OF FRANCHISE

A DEFINITIONS.

For purposes of this Agreement, the terms listed below have the meanings that follow them Other terms used in this Agreement are defined in the context in which they occur in this Agreement

"**Agreement Date**" shall have the meaning set forth in the first paragraph hereof

"**Business Assets**" shall mean the assets relating to STRATEGIC-PARTNER'S LAWN DOCTOR Business, including, but not limited to, customer lists, customer contracts and any other information relating to customers of STRATEGIC-PARTNER's LAWN DOCTOR Business

"**Customer List**" shall have the meaning set forth in Section 4 A hereof

"**Competitive Business**" shall mean any business which operates, or grants franchises or licenses to others to operate, a business for the establishment, care, irrigation, and conditioning of lawns or other vegetation, including, but not limited to, trees, shrubbery, and other plant life, or any related or ancillary services provided by STRATEGIC-PARTNER as part of its LAWN DOCTOR Business

"**COMPANY**" shall have the meaning set forth in the first paragraph hereof

"**Confidential Information**" shall have the meaning set forth in Section 4 A hereof

"**Controlling Interest**" shall mean a greater than fifty percent (50%) interest in the equity or voting control of any entity

"**Franchise**" shall have the meaning set forth in Section 1 C hereof

"**Initial Franchise Fee**" shall have the meaning set forth in Section 6 A hereof

"**Lawn Doctor Business**" shall have the meaning set forth in Section 1 B hereof, and shall include the Business Assets

"**Market Share**" means the percentage of single family residences in the Territory under contract to STRATEGIC-PARTNER's LAWN DOCTOR Business out of the total single family residences in the Territory (as determined by demographic or market data from third party sources reasonably selected by the COMPANY)

"**Marketing Fund**" shall have the meaning set forth in Section 8 C hereof

"**Marks**" shall have the meaning set forth in Section 1 B hereof

"**Net Revenues**" means and includes the actual gross revenues collected from customers of STRATEGIC-PARTNER in connection with services performed or to be performed for such customers, whether for cash or credit, plus any and all other revenues derived from the operation of the Franchise by STRATEGIC-PARTNER, but excluding all federal, state or municipal sales, use, service or excise taxes collected from customers and paid to the appropriate taxing authorities, and customer refunds and credit adjustments

"**Operating Manual**" means the form of the COMPANY's operating manual for the operation of a LAWN DOCTOR Business, which may include one or more separate manuals as well as compact discs, computer software, information available on an Internet site, other electronic media, and/or written materials

"**Servicing Vehicles**" means the vehicle(s) used by STRATEGIC-PARTNER in connection with the operation of his LAWN DOCTOR Business, including but not limited to any van, trailer or other vehicle

"**STRATEGIC-PARTNER**" shall have the meaning set forth in the first paragraph hereof

"**Territory**" shall have the meaning set forth in Section 1 C hereof

"**Transfer**" means and includes a voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition by STRATEGIC-PARTNER (or any of its owners) of any interest in this Agreement, the ownership of STRATEGIC-PARTNER, the Business Assets or the LAWN DOCTOR Business An assignment, sale, gift or other disposition shall include the following events (a) the transfer of ownership of capital stock, membership interest, partnership interest, or other ownership interest, (b) merger or consolidation, or issuance of additional ownership interests in STRATEGIC-PARTNER, (c) sale of any ownership interest in STRATEGIC-PARTNER or any interest or right convertible to an ownership interest in STRATEGIC-PARTNER, (d) transfer of interest in STRATEGIC-PARTNER or the Business Assets in a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law, (e) transfer of interest in STRATEGIC-PARTNER or the Business Assets in the event of the death of STRATEGIC-PARTNER or an owner of STRATEGIC-PARTNER by will, declaration of a transfer in trust, or under the laws of intestate succession Any such assignment or transfer without such approval shall constitute a breach hereof and convey no rights to or interests in STRATEGIC-PARTNER's LAWN DOCTOR Business, this Agreement, the Business Assets or the Franchise

"**Turf Tamer Applicators**" means the "Turf Tamer Stand-On Applicator" and the "Turf Tamer Power Seeder "

"**Website**" means an interactive electronic document contained in a central computer linked to communications software service providers

B **PREAMBLES.**

The COMPANY has designed and developed a method for the establishment, care and conditioning of lawns and other vegetation, including but not limited to trees, shrubbery and other plant life, and the provision of other services, including mosquito control (the "LAWN DOCTOR Business") The LAWN DOCTOR Business utilizes certain specifications, standards, operating procedures and specialized equipment to protect the quality of the COMPANY's products and services, all of which may be improved, further developed or otherwise modified from time to time The COMPANY owns all rights to, interest in and goodwill of, and uses, promotes and licenses, certain trade names, trademarks and service marks and other commercial symbols in connection with LAWN DOCTOR Businesses, including the trade and service mark "LAWN DOCTOR," the green thumb design logo, and other trademarks and service marks (the "Marks") The COMPANY has designed and developed, and owns all rights to, certain specialized equipment, including the "Turf Tamer Stand-On Applicator" and "Turf Tamer Power Seeder," for use in the LAWN DOCTOR Business

STRATEGIC-PARTNER acknowledges that he has read this Agreement and the COMPANY's Disclosure Document and that he understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain the quality of the COMPANY's brand, products, and services STRATEGIC-PARTNER acknowledges that he has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks and that the success of the venture is largely dependent upon the business abilities of STRATEGIC-PARTNER STRATEGIC-PARTNER acknowledges that the COMPANY's grant of a franchise to STRATEGIC-PARTNER to operate a LAWN DOCTOR Business and STRATEGIC-PARTNER's completion of the COMPANY's training program are not representations or guarantees of the LAWN DOCTOR Business' success or profitability STRATEGIC-PARTNER acknowledges and agrees that the COMPANY's officers, directors, employees and agents act only in a representative and not in a personal capacity in their dealings with STRATEGIC-PARTNER STRATEGIC-PARTNER further acknowledges that he has not received or relied upon, any warranty or guaranty, express or implied, as to the potential revenues, profits or success of the Franchise (defined below) or policies made by the COMPANY or its officers, directors, employees or agents that are contrary to the statements made in the COMPANY's Disclosure Document STRATEGIC-PARTNER further represents to the COMPANY, as an inducement to its entry into this Agreement, that STRATEGIC-PARTNER has made no misrepresentations in obtaining the Franchise

C **GRANT OF FRANCHISE**

STRATEGIC-PARTNER has applied for a franchise to operate a LAWN DOCTOR Business and such application has been approved by the COMPANY in reliance upon all of the representations made therein Subject to the provisions of this Agreement, the COMPANY

hereby grants to STRATEGIC-PARTNER a franchise (the "Franchise") to operate a LAWN DOCTOR Business in the Territory (as further described herein) and to use the Marks in the operation thereof for a term of ten (10) years commencing on the Agreement Date Termination or expiration of this Agreement shall constitute a termination or expiration of the Franchise STRATEGIC-PARTNER agrees to commence the conduct of his LAWN DOCTOR Business within fifteen (15) days after his completion of the COMPANY's training program If STRATEGIC-PARTNER requests, COMPANY may, at its sole option, grant STRATEGIC-PARTNER an extension of the fifteen (15) day period

STRATEGIC-PARTNER agrees to conduct his LAWN DOCTOR Business initially within the following territory _____

_____

(the "Territory") The Territory shall contain approximately, but no less than, ten thousand (10,000) single family residences If this Agreement is being executed pursuant to a transfer, renewal or grant of a successor agreement, STRATEGIC-PARTNER acknowledges and agrees that this Section 1 C does not grant STRATEGIC-PARTNER any rights to expand the number of single family residences in his Territory notwithstanding anything to the contrary contained herein

If, at any time after the fourth (4th) anniversary of the Agreement Date, STRATEGIC-PARTNER's "Market Share" falls below the level required in the next sentence, the COMPANY shall have the right to reduce the size of STRATEGIC-PARTNER's Territory by redrawing its boundaries in the COMPANY's sole discretion STRATEGIC-PARTNER's Market Share in the Territory shall be no less than seventy percent (70%) of the average market share of all LAWN DOCTOR Businesses which have been in operation for four (4) or more years In order for STRATEGIC-PARTNER to acquire additional Territories, STRATEGIC-PARTNER must have a Market Share of at least two percent (2%) in all of the Territories STRATEGIC-PARTNER is operating in at the time of notifying the COMPANY of STRATEGIC-PARTNER's interest in acquiring an additional Territory

So long as STRATEGIC-PARTNER is in compliance with this Agreement, but except as provided in clauses (1) through (3) below, the COMPANY will not operate or grant a franchise for the operation of a LAWN DOCTOR Business with a territory which overlaps in any material respect with STRATEGIC-PARTNER's Territory during the term of this Agreement Except for this limitation, the COMPANY and its affiliates retain all rights with respect to LAWN DOCTOR Businesses, the Marks, and any other activities the COMPANY and its affiliates deem appropriate, including, but not limited to

(1) the right to provide, offer and sell, and to grant others the right to provide, offer and sell, products similar to and/or competitive with those offered and sold at LAWN DOCTOR Businesses, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels (including, without limitation, via catalog, the internet or other media) both inside and outside STRATEGIC-PARTNER's Territory and on any terms and conditions the COMPANY deems appropriate,

(2) the right to establish and operate, and grant to others the right to establish and operate, businesses offering and selling dissimilar products and services under the

Marks and other trademarks and service marks, both inside and outside STRATEGIC-PARTNER's Territory and on any terms and conditions the COMPANY deems appropriate,

(3) the right to establish and operate, and grant to others the right to establish and operate, businesses offering and selling mosquito control and other pest control services (and related products), whether identified by the Marks or other trademarks or service marks, through similar and dissimilar distribution channels both inside and outside STRATEGIC-PARTNER's Territory and on any terms and conditions the COMPANY deems appropriate,

(4) the right to operate, and to grant others the right to operate LAWN DOCTOR Businesses with territories which do not overlap in any material respect STRATEGIC-PARTNER's Territory under any terms and conditions the COMPANY deems appropriate and regardless of proximity to STRATEGIC-PARTNER's LAWN DOCTOR Business,

(5) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at a LAWN DOCTOR Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the strategic-partners or licensees of these businesses) are located or operating (including in STRATEGIC-PARTNER's Territory), and

(6) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at LAWN DOCTOR Businesses, or by another business, even if such business operates, franchises and/or licenses competitive businesses in STRATEGIC-PARTNER's Territory

STRATEGIC-PARTNER agrees that he will at all times faithfully, honestly and diligently perform his obligations hereunder and that he will continuously exert his best efforts to effectively promote and enhance his LAWN DOCTOR Business and develop and service customers within the Territory STRATEGIC-PARTNER agrees to conduct his LAWN DOCTOR Business within the Territory, such that none of the Net Revenues (as defined herein) of his LAWN DOCTOR Business are derived from customers whose properties are located outside STRATEGIC-PARTNER's Territory

If STRATEGIC-PARTNER has customers whose properties are located outside the Territory, and COMPANY grants to another strategic-partner a territory that encompasses such properties of STRATEGIC-PARTNER's customers, then STRATEGIC-PARTNER shall transfer and assign such customers to such other strategic-partner at no charge STRATEGIC-PARTNER must pay to the COMPANY a royalty of fifteen percent (15%) of the Net Revenues for all business conducted outside the STRATEGIC-PARTNER's Territory This fifteen percent (15%) royalty is in addition to the required weekly royalty of ten percent (10%) of the Net Revenues of the LAWN DOCTOR Business, as described in Section 6 B

Subject to the COMPANY's approval, STRATEGIC-PARTNER shall have the right to relinquish a portion of the Territory for inclusion in the territory of a Franchise granted by the COMPANY to another person or entity STRATEGIC-PARTNER shall be entitled to any consideration which such person agrees to pay for such relinquishment over and above the initial franchise fee payable to the COMPANY in connection with the grant of such franchise

D INDEPENDENT CONTRACTORS

STRATEGIC-PARTNER and the COMPANY understand and agree that this Agreement does not create a fiduciary relationship between STRATEGIC-PARTNER and the COMPANY, that STRATEGIC-PARTNER and the COMPANY are and will be independent contractors, and that nothing in this Agreement, including the term "strategic-partner," is intended to make either STRATEGIC-PARTNER or the COMPANY a general or special agent, joint venturer, partner or employee of the other for any purpose Nor is the COMPANY the employer or joint employer of STRATEGIC-PARTNER's LAWN DOCTOR Business employees STRATEGIC-PARTNER agrees to identify itself conspicuously in all dealings with clients, suppliers, distributors, public officials and others as the LAWN DOCTOR Business' owner, operator, and manager under a franchise the COMPANY has granted and to place notices of independent ownership on the forms, business cards, stationery, advertising and other materials the COMPANY requires from time to time The COMPANY will not exercise direct or indirect control over the working conditions of STRATEGIC-PARTNER's LAWN DOCTOR Business personnel, except to the extent such indirect control is related to the COMPANY's legitimate interest in protecting the quality of the COMPANY's brand, products, or services The COMPANY does not share or codetermine the terms and conditions of employment of STRATEGIC-PARTNER's LAWN DOCTOR Business employees and does not affect matters relating to the employment relationship between STRATEGIC-PARTNER and its LAWN DOCTOR Business employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions To that end, STRATEGIC-PARTNER agrees to identify itself conspicuously in all dealings with its LAWN DOCTOR Business personnel as the employer of such personnel and to notify such personnel that the COMPANY, as the franchisor, is not their employer and does not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions

2 TRAINING AND GUIDANCE.

A TRAINING

The COMPANY shall furnish a training program on the operation of the LAWN DOCTOR Business at such time and place as the COMPANY designates This training will not include training on matters relating to labor relations and employment practices STRATEGIC-PARTNER shall have the right to designate up to two (2) individuals to participate in the training program, provided that such individuals are supervisory personnel and attend the training program together STRATEGIC-PARTNER shall be responsible for all travel and living expenses which such individuals incur in connection with the training program If, during the training program, the COMPANY determines, in its sole discretion, that STRATEGIC-

PARTNER or his designee is not qualified to operate a LAWN DOCTOR Business or has not satisfactorily completed the training program, the COMPANY shall have the right to require such individuals to attend the next initial training program at STRATEGIC-PARTNER's expense (including all travel and living expenses incurred by STRATEGIC-PARTNER and his designee(s) in connection therewith) If STRATEGIC-PARTNER's or a designee's performance in the additional training program is unsatisfactory, the COMPANY shall have the right to terminate this Agreement effective upon delivery of notice of termination to STRATEGIC-PARTNER The COMPANY shall have the right to require that STRATEGIC-PARTNER and his supervisory personnel complete supplemental and refresher training programs, to be furnished without charge, at designated locations STRATEGIC-PARTNER shall pay all such travel and living expenses therefor At its option, the COMPANY may provide some or all training programs via a restricted website or extranet to which STRATEGIC-PARTNER will have access

B **GUIDANCE.**

The COMPANY shall furnish to STRATEGIC-PARTNER guidance in connection with the operation of his LAWN DOCTOR Business Such guidance shall, in the sole discretion of the COMPANY, be furnished in the Operating Manual The COMPANY may also provide guidance via telephonic conversations and/or consultation with supervisory personnel at the offices of the COMPANY or STRATEGIC-PARTNER's office Additional guidance and assistance shall be available to supervisory personnel, in the sole discretion of the COMPANY, at per diem fees and charges established from time to time by the COMPANY

The COMPANY will during the term of the Franchise provide STRATEGIC-PARTNER with access to one (1) copy of the Operating Manual The Operating Manual shall contain mandatory and suggested specifications, standards and operating procedures prescribed from time to time by the COMPANY for the operation of a LAWN DOCTOR Business and information relative to other obligations of STRATEGIC-PARTNER hereunder so that the quality of the COMPANY's brand, products, and services is maintained The COMPANY shall have the right to add to and to otherwise modify the Operating Manual from time to time to reflect changes in authorized products, services and equipment, standards of product and service quality and performance, and the operation of the LAWN DOCTOR Business, provided that no such addition or modification shall alter STRATEGIC-PARTNER's fundamental status and rights under this Agreement STRATEGIC-PARTNER shall keep his copy of the Operating Manual current, however, in the event of a dispute, the master copy maintained by the COMPANY at its principal office shall be controlling STRATEGIC-PARTNER agrees that the contents of the Operating Manual are confidential and that STRATEGIC-PARTNER will not disclose the Operating Manual to any person other than employees of his LAWN DOCTOR Business who need to know its contents STRATEGIC-PARTNER shall not, at any time, copy or otherwise reproduce any part of the Operating Manual As further described in Section 7 J, the COMPANY may post some or all of the Operating Manual on a website or extranet to which STRATEGIC-PARTNER has access

3 MARKS

A OWNERSHIP AND GOODWILL OF MARKS.

STRATEGIC-PARTNER acknowledges that his right to use the Marks is derived solely from this Agreement and is limited to his conduct of business pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures prescribed by the COMPANY from time to time during the term of the Franchise, including but not limited to standards and procedures prescribed by the COMPANY with respect to STRATEGIC-PARTNER's use of any Mark in connection with a website Any unauthorized use of the Marks by STRATEGIC-PARTNER, including but not limited to use by STRATEGIC-PARTNER of any Mark as part of a website domain name or electronic address, shall constitute an infringement of the rights of the COMPANY in and to the Marks STRATEGIC-PARTNER agrees that all usage of the Marks by STRATEGIC-PARTNER and any goodwill established thereby shall inure to the exclusive benefit of the COMPANY and STRATEGIC-PARTNER acknowledges that this Agreement does not confer any goodwill or other interests in the Marks upon STRATEGIC-PARTNER All provisions of this Agreement applicable to the Marks shall apply to any additional proprietary trade and service marks and commercial symbols the COMPANY hereafter authorizes for use by STRATEGIC-PARTNER STRATEGIC-PARTNER shall immediately notify the COMPANY of any apparent infringement of or challenge to STRATEGIC-PARTNER's use of any Mark The COMPANY shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation or proceeding arising out of any such infringement or challenge STRATEGIC-PARTNER agrees to render such assistance in connection therewith as the COMPANY deems necessary or advisable

B LIMITATIONS ON STRATEGIC-PARTNER'S USE OF MARKS.

STRATEGIC-PARTNER agrees to use the Marks as the sole identification of the Franchise, provided that STRATEGIC-PARTNER shall identify himself as the independent owner, operator, and manager thereof in the manner prescribed by the COMPANY STRATEGIC-PARTNER may not use any Mark or any variation thereof (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to STRATEGIC-PARTNER hereunder), (3) in connection with the performance or sale of any unauthorized services or products, (4) as part of any domain name, electronic address or search engine, or (5) in any other manner the COMPANY has not expressly authorized in writing STRATEGIC-PARTNER agrees to prominently display the Marks and only the Marks (as prescribed in Section 7 B hereof) on the Servicing Vehicles, and on contracts, forms, equipment and other materials authorized by the COMPANY To the extent STRATEGIC-PARTNER uses any Mark in employment-related materials, STRATEGIC-PARTNER must include a clear disclaimer that it (and only it) is the employer of employees and that the COMPANY, as the franchisor, is not the employer of STRATEGIC-PARTNER's LAWN DOCTOR Business employees and does not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions STRATEGIC-PARTNER further agrees that STRATEGIC-PARTNER's telephone number shall be used exclusively for

the operation of STRATEGIC-PARTNER's LAWN DOCTOR Business and for no other purpose

STRATEGIC-PARTNER agrees to give such notices of trade and service mark registrations as the COMPANY specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law If, in the COMPANY's sole discretion, it becomes advisable for the COMPANY and/or STRATEGIC-PARTNER to modify or discontinue use of any Mark and/or use one or more additional or substitute trade or service marks, STRATEGIC-PARTNER agrees to comply with the COMPANY's directions to modify or otherwise discontinue the use of such Mark within a reasonable time after notice thereof The COMPANY has no obligation to reimburse STRATEGIC-PARTNER's (1) direct expenses in modifying or discontinuing the use of a Mark and substituting therefor a different trademark or service mark, (2) loss of goodwill associated with any modified or discontinued Mark, or (3) expenditures to promote a modified or substitute trademark or service mark

4 CONFIDENTIAL INFORMATION/EXCLUSIVE RELATIONSHIP.

A CONFIDENTIAL INFORMATION.

The COMPANY possesses, and will continue to develop and acquire, certain confidential information relating to the methods, techniques, formats, specifications, procedures, information, systems, sales and marketing techniques and knowledge of and experience in the development, operation and franchising of LAWN DOCTOR Businesses (the "Confidential Information") The COMPANY will disclose the Confidential Information to STRATEGIC-PARTNER in the training program, the Operating Manual and in guidance furnished to STRATEGIC-PARTNER STRATEGIC-PARTNER acknowledges that the Confidential Information is proprietary and involves trade secrets of the COMPANY and that he will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of a LAWN DOCTOR Business during the term of this Agreement The COMPANY will disclose the Confidential Information to STRATEGIC-PARTNER only on the condition that STRATEGIC-PARTNER and its owners agree, and they hereby do agree, that STRATEGIC-PARTNER and its owners

(a) will not use any Confidential Information in any other business or capacity,

(b) will keep the Confidential Information absolutely confidential during and after this Agreement's term,

(c) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form, and

(d) will adopt and implement all reasonable procedures that the COMPANY periodically prescribes to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to personnel of the LAWN DOCTOR Business and others needing to know such Confidential Information to operate the LAWN DOCTOR Business, and requiring all employees having access to Confidential Information to sign confidentiality and non-competition agreements in a form acceptable to the COMPANY The COMPANY has the right to review and

approve the form of agreement that STRATEGIC-PARTNER uses and to be a third party beneficiary of that agreement with independent enforcement rights The COMPANY's right to review and approve the form of agreement is solely to ensure that STRATEGIC-PARTNER adequately protects Confidential Information Under no circumstances will the COMPANY control the forms or terms of employment agreements STRATEGIC-PARTNER uses with its LAWN DOCTOR Business employees or otherwise be responsible for STRATEGIC-PARTNER's labor relations or employment practices

STRATEGIC-PARTNER agrees that the list of the names, addresses and other information regarding STRATEGIC-PARTNER's current clients, former clients, and those who have inquired about the service (the "Customer List") shall be included in the Confidential Information, shall be the property of COMPANY and shall constitute a trade secret of COMPANY STRATEGIC-PARTNER agrees that STRATEGIC-PARTNER may not disclose the Customer List, or any portion thereof, to any person other than the COMPANY, either during the term of this Agreement or thereafter

"Confidential Information" does not include information, knowledge or know-how which STRATEGIC-PARTNER knew from previous business experience before the COMPANY provided it to STRATEGIC-PARTNER (directly or indirectly) or before STRATEGIC-PARTNER began training or operating his LAWN DOCTOR Business If the COMPANY includes any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that the exclusion in this paragraph is fulfilled

All ideas, concepts, techniques or materials relating to a LAWN DOCTOR Business, whether or not protectable intellectual property and whether created by or for STRATEGIC-PARTNER or STRATEGIC-PARTNER's employees, must be promptly disclosed to the COMPANY and will be deemed to be the COMPANY's sole and exclusive property, part of the franchise system, and works made-for-hire for the COMPANY To the extent any item does not qualify as a "work made-for-hire" for the COMPANY, by this paragraph STRATEGIC-PARTNER assigns ownership of that item, and all related rights to that item, to the COMPANY and agrees to sign whatever assignment or other documents the COMPANY requests to evidence the COMPANY's ownership or to help the COMPANY obtain intellectual property rights in the item

B **EXCLUSIVE RELATIONSHIP**

STRATEGIC-PARTNER acknowledges and agrees that the COMPANY would be unable to protect the Confidential Information against unauthorized use or disclosure if franchised strategic-partners of LAWN DOCTOR Businesses were permitted to hold interests in any Competitive Business STRATEGIC-PARTNER therefore agrees that during the term of this Agreement, neither STRATEGIC-PARTNER, its owner(s) nor any member of his or their immediate families shall perform services or have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, manager, consultant, representative or agent, or in any other capacity in any Competitive Business located or operating within (a) STRATEGIC-PARTNER's Territory, (b) fifty (50) miles of the boundary of STRATEGIC-PARTNER's Territory, (c) the territory of any other LAWN DOCTOR Business, or (d) fifty (50) miles of the boundary of the territory of any other LAWN DOCTOR Business

5 **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

STRATEGIC-PARTNER shall hire all employees of his LAWN DOCTOR Business, and will be exclusively responsible for all terms relating to their employment, including employee selection, training, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions STRATEGIC-PARTNER agrees that he will not solicit or employ any person who is employed by COMPANY or was employed by COMPANY during the prior one (1) year period

STRATEGIC-PARTNER shall not employ any of the Marks in signing any contract or applying for any license or permit or in a manner that may result in the COMPANY's liability for any of STRATEGIC-PARTNER's indebtedness or obligations, nor may STRATEGIC-PARTNER use the Marks in any way not expressly authorized by the COMPANY, including but not limited to, on a website Except as expressly authorized by this Agreement, STRATEGIC-PARTNER shall make no express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the COMPANY and the COMPANY shall not be obligated by or be liable under any agreements or representations made by STRATEGIC-PARTNER that are not expressly authorized hereunder In addition to any sales, use, excise, privilege or other transaction taxes that the COMPANY is required or permitted by law to collect from STRATEGIC-PARTNER for the sale, lease or other provision of goods or services under this Agreement, STRATEGIC-PARTNER shall pay to the COMPANY an amount equal to all federal, state, local or foreign (i) sales, use, excise, privilege, occupation or any other transactional taxes, or (ii) any other taxes or similar exactions no matter how designated (excluding only taxes imposed on the COMPANY for the privilege of conducting business and calculated with respect to the COMPANY's net income, capital, net worth, gross receipts, or some other basis or combination thereof, but not excluding any gross receipts taxes imposed on the COMPANY for STRATEGIC-PARTNER payments intended to reimburse the COMPANY for expenditures incurred for the benefit and on behalf of STRATEGIC-PARTNER), that are imposed on the COMPANY or required to be withheld by STRATEGIC-PARTNER in connection with the receipt or accrual of service fees, royalties or any other amounts payable by STRATEGIC-PARTNER to the COMPANY under this Agreement Any additional required payment pursuant to the preceding sentence shall be made in an amount necessary to provide the COMPANY with after tax receipts (taking into account any additional payments required hereunder), equal to the same amounts the COMPANY would have received under the provisions of this Agreement if such additional tax liability or withholding had not been imposed or required

STRATEGIC-PARTNER agrees to indemnify and hold the COMPANY, its affiliates, shareholders, directors, officers, employees, agents, successors and assignees harmless from and against any liability for any claims arising out of the operation of his LAWN DOCTOR Business, including any allegation that the COMPANY or its affiliates, shareholders, directors, officers, employees, agents, successors, and assignees is a joint employer or otherwise responsible for STRATEGIC PARTNER's acts or omissions related to STRATEGIC PARTNER's LAWN DOCTOR Business employees For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages, taxes and costs reasonably incurred in the defense of any claim, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court

costs, other litigation expenses and travel and living expenses The COMPANY shall have the right to defend any such claim in which it is named as a defendant This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement

6 **FEES.**

A **INITIAL FRANCHISE FEE.**

STRATEGIC-PARTNER agrees to pay to the COMPANY an initial franchise fee of _____ Dollars ($_____) (the "Initial Franchise Fee") comprised of the following components

(1) An initial license fee of _____ Dollars ($_____) for the right to use the Marks during the term of this Agreement and any successor franchise granted hereunder,

(2) An initial training, supply and support fee of _____ Dollars ($_____),

(3) A nonrefundable deposit of _____Dollars ($_____) for the Turf Tamer Stand-On Applicator lease, and

(4) A nonrefundable deposit of _____Dollars ($_____) for the Turf Tamer Power Seeder lease

The Initial Franchise Fee shall be payable as follows (1) _____ Dollars ($_____) shall be due and payable on the Agreement Date, and (2) _____ Dollars ($_____) shall be payable _____
_____
_____
_____

The Initial Franchise Fee shall be fully earned by the COMPANY when paid and is nonrefundable

B **ROYALTY AND SERVICE FEE**

STRATEGIC-PARTNER agrees to pay to the COMPANY by Thursday of each week during the term hereof a weekly royalty and service fee in the amount of ten percent (10%) of the Net Revenues of STRATEGIC-PARTNER's LAWN DOCTOR Business for the immediately preceding week (Monday through Sunday)

C **INTEREST ON LATE PAYMENTS**

All royalty and service fees, advertising contributions, lease payments, amounts due for purchases by STRATEGIC-PARTNER from the COMPANY, and other amounts which STRATEGIC-PARTNER owes to the COMPANY shall bear interest after due date at the highest applicable legal rate for open account business credit in the state of STRATEGIC-PARTNER's domicile, not to exceed one and one-half percent (1 5%) per month STRATEGIC-

PARTNER acknowledges that this Section 6 C shall not constitute the COMPANY's agreement to accept such payments after same are due or a commitment by the COMPANY to extend credit to, or otherwise finance STRATEGIC-PARTNER's LAWN DOCTOR Business Further, STRATEGIC-PARTNER acknowledges that his failure to pay all amounts when due shall constitute grounds for termination of this Agreement

D **APPLICATION OF PAYMENTS**

Notwithstanding any designation by STRATEGIC-PARTNER, the COMPANY shall have sole discretion to apply any payments by STRATEGIC-PARTNER to any of his past due indebtedness for royalty and service fees, advertising contributions, purchases from the COMPANY or its affiliates, interest or any other indebtedness

E **METHOD OF PAYMENT - ELECTRONIC FUNDS TRANSFER.**

If at any time during the term of this Agreement on at least thirty (30) days' prior written notice from the COMPANY to STRATEGIC-PARTNER, the COMPANY may request that STRATEGIC-PARTNER agree to and shall remit weekly royalty and service fees, Marketing Fund contributions and any other amounts due to the COMPANY hereunder (including, without limitation, any outstanding portion of the Initial Franchise Fee) via electronic funds transfer or other means to a bank or financial institution designated by the COMPANY and STRATEGIC-PARTNER hereby grants the COMPANY authorization for direct (automatic) debiting of STRATEGIC-PARTNER's bank or financial institution general operating account In such event, STRATEGIC-PARTNER agrees to supply any and all information necessary to provide for automatic electronic funds transfer and payment of such amounts due to the COMPANY and to comply with procedures specified by the COMPANY in the Operating Manual and in writing from time to time, and/or perform such acts and deliver and execute such documents, agreements and authorizations as may be necessary to assist in or accomplish payment by such method

7 **FRANCHISE IMAGE AND OPERATING PROCEDURES**

A **EQUIPMENT**

STRATEGIC-PARTNER agrees to use the Turf Tamer Applicators leased from the COMPANY or equivalent equipment meeting the COMPANY's specifications and standards and such other additional equipment as may be approved by the COMPANY from time to time The COMPANY may modify and/or substitute any of the equipment STRATEGIC-PARTNER is required to use in his LAWN DOCTOR Business, including, any of the delivery devices used to apply chemicals to customers' lawns STRATEGIC-PARTNER may purchase or lease his original and replacement equipment from any source approved by the COMPANY If STRATEGIC-PARTNER proposes to purchase or lease any equipment (other than computer hardware and software which is subject to the terms of Section 7 1 below) which is not then approved by the COMPANY, STRATEGIC-PARTNER shall first notify the COMPANY and, upon request, furnish to the COMPANY specifications, photographs, drawings and/or other information sufficient to afford the COMPANY a reasonable opportunity to determine whether such equipment complies with its specifications and standards Due to patented and/or patent

applied for components and other characteristics of the Turf Tamer Applicators and certain other equipment, the COMPANY has not presently approved any source other than the COMPANY

B **CONDITION AND APPEARANCE OF SERVICING VEHICLES AND EQUIPMENT.**

STRATEGIC-PARTNER agrees to lease one or more Servicing Vehicles suitable for the purpose of transporting various lawn equipment, supplies and materials needed to operate a LAWN DOCTOR Business and which otherwise meets the COMPANY's specifications STRATEGIC-PARTNER agrees (1) to maintain the condition and appearance of his Servicing Vehicles and equipment consistent with the image of the LAWN DOCTOR Business as a professionally operated lawn and vegetation care and conditioning services business, (2) that the Servicing Vehicles and equipment shall not be used for any purpose other than the operation of his LAWN DOCTOR Business as described herein, (3) to place or display on the Servicing Vehicles and equipment only such signs, emblems, lettering and logos as are approved by the COMPANY, and no others, and (4) not to sell or otherwise transfer any of the Servicing Vehicles (other than to the COMPANY) without the prior written approval of the Company and without first removing all of the Marks from the Servicing Vehicles

C **AUTHORIZED PRODUCTS AND SERVICES.**

The reputation and goodwill of the COMPANY is based upon, and can be maintained and enhanced only by, the furnishing of high quality lawn and vegetation care and conditioning products and services and other related products and services, including without limitation application of lawn fertilizers, insecticides, pesticides, herbicides, fungicides, lime, sulfur and other materials, lawn seeding, thatching and aerating, tree and shrub feeding and spraying (fertilizers, insecticides, pesticides, fungicides and oils), and other lawn and vegetation care and conditioning products and services STRATEGIC-PARTNER agrees, therefore, that he will only offer such lawn and vegetation care and conditioning products and services and other products and services that the COMPANY shall authorize for the LAWN DOCTOR Business, and that he will offer all of the products and services that COMPANY authorizes for the Territory STRATEGIC-PARTNER further agrees that he will not sell his LAWN DOCTOR customer list(s) or customer contracts, or otherwise use his LAWN DOCTOR customer list(s) for any purpose other than in connection with the operation of his LAWN DOCTOR Business STRATEGIC-PARTNER agrees that he will not, without the prior written approval by the COMPANY, offer or sell any type of service or offer, sell or use any product that is not authorized by the COMPANY for the LAWN DOCTOR Business, STRATEGIC-PARTNER further agrees that the Turf Tamer Applicators and any other equipment used in LAWN DOCTOR Businesses shall not be used for any purpose other than the operation of his LAWN DOCTOR Business in compliance with this Agreement

D **APPROVED PRODUCTS AND SUPPLIES.**

STRATEGIC-PARTNER agrees that all products and supplies used in his LAWN DOCTOR Business shall comply with the COMPANY's specifications and quality standards The COMPANY shall provide STRATEGIC-PARTNER with a list of approved products and supplies and shall from time to time issue revisions thereto If STRATEGIC-PARTNER wishes

to use any type or brand of product or supply item or wishes to purchase products or supplies from a supplier that is not currently approved by the COMPANY, STRATEGIC-PARTNER shall notify the COMPANY of his desire to do so and submit to the COMPANY specifications, photographs, samples and/or other information requested by the COMPANY The COMPANY shall, within a reasonable time, determine whether such products, supplies or such supplier meets its specifications and standards and notify STRATEGIC-PARTNER whether he is authorized to use such product or supply item or purchase from such supplier Notwithstanding the foregoing, the COMPANY may limit the number of approved suppliers with whom STRATEGIC-PARTNER may deal, designate sources that STRATEGIC-PARTNER must use, and/or refuse any of STRATEGIC-PARTNER's requests for any reason, including that the COMPANY has already designated an exclusive source (which might be the COMPANY or its affiliate) for a particular item or service

E **SPECIFICATIONS, STANDARDS AND PROCEDURES.**

STRATEGIC-PARTNER agrees to cooperate with the COMPANY by maintaining high standards in the operation of his LAWN DOCTOR Business STRATEGIC-PARTNER also agrees to comply with all mandatory specifications, standards and operating procedures relating to the operation of a LAWN DOCTOR Business STRATEGIC-PARTNER acknowledges and agrees that these mandatory specifications, standards and operating procedures are integral to maintaining the quality of the COMPANY's brand, products, and services Mandatory specifications, standards and operating procedures prescribed from time to time by the COMPANY in the Operating Manual for the LAWN DOCTOR Business, or otherwise communicated to STRATEGIC-PARTNER in writing, shall constitute provisions of this Agreement as if fully set forth herein All references herein to this Agreement shall include all such mandatory specifications, standards and operating procedures

F **COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.**

STRATEGIC-PARTNER shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of his LAWN DOCTOR Business STRATEGIC-PARTNER shall operate his Franchise in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to environmental protection, labor, employment, occupational hazards and health, worker's compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales taxes STRATEGIC-PARTNER shall, in all dealings with his customers, suppliers, the COMPANY and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct STRATEGIC-PARTNER agrees to refrain from any business or advertising practice which may be injurious to the business of the COMPANY and the goodwill associated with the Marks and other LAWN DOCTOR Businesses STRATEGIC-PARTNER agrees to comply with the COMPANY's standards, procedures, and requirements for responding to customer complaints, including reimbursing the COMPANY promptly if it resolves a customer complaint because STRATEGIC-PARTNER fails to do so as or when required

G **INSURANCE.**

STRATEGIC-PARTNER shall at all times during the term of the Franchise maintain in force at his sole expense (1) comprehensive general liability insurance (including products, completed operations and motor vehicle liability) on an occurrence basis against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of STRATEGIC-PARTNER's LAWN DOCTOR Business and (2) the worker's compensation insurance prescribed by the COMPANY or state law, whichever is greater Coverage for application of herbicides must also be included under the general liability insurance All insurance coverage shall be maintained under one or more policies of insurance containing minimum liability protection in such amounts as are specified by the COMPANY from time to time and issued by insurance carriers acceptable to the COMPANY All liability insurance policies required hereunder shall name the COMPANY (its officers, directors, employees and designated affiliates) as additional insureds and shall provide that the COMPANY receives thirty (30) days' prior written notice of termination, expiration or cancellation of any such policy Upon sixty (60) days' prior written notice to STRATEGIC-PARTNER, the COMPANY may increase the minimum liability protection requirements as of the renewal date of any policy, and require different or additional kinds of insurance at any time, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, product or motor vehicle liability litigation or other relevant changes in circumstances STRATEGIC-PARTNER shall furnish annually to the COMPANY a copy of the certificate and other evidence COMPANY may require of each such insurance policy in the form the COMPANY requires

H **FULL TIME EFFORTS**

STRATEGIC-PARTNER agrees to use his best efforts to promote his LAWN DOCTOR Business and to devote his full time, energies and attention to the operation of his LAWN DOCTOR Business STRATEGIC-PARTNER further agrees that he will not engage in any Competitive Business, provided, however, the COMPANY may permit STRATEGIC-PARTNER to engage in other non-competitive business activities provided STRATEGIC-PARTNER obtains the prior written consent of the COMPANY

I **COMPUTER AND PHONE SYSTEMS**

STRATEGIC-PARTNER acknowledges that STRATEGIC-PARTNER must purchase or license a customized computer software program suited for use by lawn care businesses from RealGreen Systems ("RGS") at the then current purchase price being charged by RGS STRATEGIC-PARTNER also must acquire computer hardware and certain additional software in accordance with COMPANY's standards and specifications, including a computer, monitor, printer, and all consumables Such computer software and hardware is an integral part of the LAWN DOCTOR Business and necessary to protect the quality of the COMPANY's brand, products, and services The COMPANY reserves the right to modify the specifications and components of such computer software and hardware from time to time Some or all software may be website based STRATEGIC-PARTNER grants COMPANY (and COMPANY's designees) unlimited, independent access to, and the right to download, all information and data in STRATEGIC-PARTNER's computer software and hardware (including all data derived from

the RGS software but excluding employee or employment-related information and data) at any time STRATEGIC-PARTNER shall not take any action or enter into any agreement that prohibits, prevents or restricts COMPANY's ability to access and download all such information and data STRATEGIC-PARTNER also must, at STRATEGIC-PARTNER's expense, maintain the designated computer software and hardware so that COMPANY (and each of COMPANY's designees) has the ability to access and download all information and data (excluding employee or employment-related information and data) in STRATEGIC-PARTNER's computer software and hardware at any time in accordance with this Section STRATEGIC-PARTNER further acknowledges and agrees that the COMPANY has the right to require STRATEGIC-PARTNER to incur reasonable costs to purchase or lease new or modified computer hardware and software for use with the RGS software References to reasonable costs and fees in this Section shall refer to the COMPANY's reasonable costs for the selection of appropriate hardware and software

J ELECTRONIC COMMUNICATION AND USE OF INTERNET

At the COMPANY's option, the COMPANY may post the Operating Manual and other communications on a restricted intranet or other website to which STRATEGIC-PARTNER will have access If the COMPANY does so, STRATEGIC-PARTNER must periodically monitor the site for any updates to the Operating Manual or other standards, specifications and procedures Any passwords or other digital identifications necessary to access the Operating Manual on such a site will be deemed to be part of the Confidential Information (defined in Section 4 A) Further, STRATEGIC-PARTNER agrees that he will establish the channels of communication with the COMPANY and his customers as required by the COMPANY from time to time, including e-mail, internet and other electronic forms of communication, and that he will acquire and maintain any computer or other components necessary for the transmission of such communications

STRATEGIC-PARTNER agrees to comply with the COMPANY's requirements, standards and specifications concerning STRATEGIC-PARTNER's use of a website to promote his LAWN DOCTOR Business, including but not limited to the COMPANY's requirement that STRATEGIC-PARTNER receive the COMPANY's approval of STRATEGIC-PARTNER's proposed website information prior to implementation of the website and prior to changing an approved website STRATEGIC-PARTNER further agrees to comply with the COMPANY's requirements, standards and specifications concerning STRATEGIC-PARTNER's use of social media in connection with its operation of the LAWN DOCTOR Business, including prohibitions on STRATEGIC-PARTNER's posting or blogging comments about the LAWN DOCTOR Business or the franchise system other than on an authorized COMPANY website ("social media" includes personal blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools)

At COMPANY's option, the COMPANY may establish one or more websites to advertise, market and promote LAWN DOCTOR Businesses, the services they offer and sell, and/or the LAWN DOCTOR Business franchise opportunity If the COMPANY establishes such a website, the COMPANY may designate a web page within the website for each LAWN DOCTOR Business The COMPANY may implement and periodically modify standards for any such website and individual web pages STRATEGIC-PARTNER will not establish a website

for his LAWN DOCTOR Business, other than the web page(s) designated to describe STRATEGIC-PARTNER's LAWN DOCTOR Business which are located within the COMPANY's website

K **REPRESENTATIONS AND COVENANT CONCERNING TERRORISM.**

STRATEGIC-PARTNER agrees to comply and/or assist the COMPANY in its compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities, including without limitation the U S Patriot Act, Executive Order 13224, and related U S Treasury and/or other regulations In connection with such compliance efforts, STRATEGIC-PARTNER agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to his LAWN DOCTOR Business as may be required by the COMPANY or by law STRATEGIC-PARTNER confirms that he is not listed in the Annex to Executive Order 13224 (the Annex is available at http //www treasury gov/offices/enforcement/ofac/sanctions/terrorism html) STRATEGIC-PARTNER is solely responsible for ascertaining what actions must be taken by STRATEGIC-PARTNER to comply with all such laws, orders and/or regulations, and specifically acknowledges and agrees that his indemnification responsibilities as provided in Section 5 pertain to his obligations hereunder

8 **MARKETING AND PROMOTION.**

A **LOCAL ADVERTISING**

STRATEGIC-PARTNER agrees to participate in any toll-free telephone number program the COMPANY specifies, including by signing any agreements and paying any associated charges, whether to the COMPANY or a third party STRATEGIC-PARTNER agrees to display the COMPANY's toll-free telephone number as the primary and dominant business phone number STRATEGIC-PARTNER agrees that the toll-free telephone number will be displayed on all marketing materials and all of STRATEGIC-PARTNER's Servicing Vehicles

The COMPANY has the right, directly and/or through a designated source (including an affiliate), to develop, implement, operate, maintain, and improve a call center (the "Call Center") for the marketing, customer solicitation and engagement, transaction processing, and other purposes the COMPANY specifies from time to time STRATEGIC-PARTNER must use and allow the use of the Call Center with respect to its LAWN DOCTOR Business and comply with the COMPANY's standards, specifications, and operating procedures for participation in and operation of the Call Center The COMPANY and/or the designated source may charge STRATEGIC-PARTNER fixed and percentage-based fees, payable on a per-transaction basis and weekly, monthly, or otherwise, for the Call Center's operation (the "Call Center Fees") The Call Center Fees are separate from the royalty and service fee, Marketing Fund contributions, and other fees and charges due to the COMPANY or otherwise payable under this Agreement

In addition to Call Center obligations, STRATEGIC-PARTNER agrees to spend each calendar year during this Agreement's term (beginning in the first full calendar year after the Agreement Date) the greater of Thirty Thousand Dollars ($30,000) or ten percent (10%) of the Net Revenues of STRATEGIC-PARTNER's LAWN DOCTOR Business to market and promote

the LAWN DOCTOR Business within the Territory Within sixty (60) days after each year end, STRATEGIC-PARTNER shall submit to the COMPANY a report detailing STRATEGIC-PARTNER's marketing and promotion expenditures in the Territory during that year If STRATEGIC-PARTNER fails to spend the required amount during any calendar year, STRATEGIC-PARTNER must pay the unspent amount to the COMPANY within sixty (60) days after the calendar-year end The COMPANY then may use such monies for any marketing or promotional expense (whether national, regional, local or otherwise), at any time Samples of all promotional materials not prepared or previously approved by the COMPANY shall be submitted to the COMPANY for approval prior to usage, which approval shall not be unreasonably withheld If written disapproval is not received by STRATEGIC-PARTNER within thirty (30) days of the date such materials are delivered to the COMPANY, such materials shall be deemed approved If STRATEGIC-PARTNER uses any unapproved promotional materials, the COMPANY reserves the right to assess a fine in the amount of Two Hundred Fifty Dollars ($250) per item per occurrence

B **LOCAL MARKETING FUND.**

The COMPANY shall have the right to require that LAWN DOCTOR strategic-partners establish local marketing funds in their respective metropolitan areas The COMPANY shall determine in its sole discretion the size of each area and the number of LAWN DOCTOR Businesses in each area STRATEGIC-PARTNER shall contribute to the local fund such amount as is determined by a majority vote of the LAWN DOCTOR Businesses in such area, provided that such contribution shall be credited against the amount STRATEGIC-PARTNER is required to spend locally as described in Section 8 A hereof The amount of such contribution may be increased or decreased by a majority vote of the LAWN DOCTOR Businesses in such area, but in no event shall such contribution exceed five percent (5%) of STRATEGIC-PARTNER's Net Revenues

C **MARKETING AND PROMOTION FUND.**

Recognizing the value of marketing and promotion to the goodwill and public image of LAWN DOCTOR Businesses, the COMPANY agrees to maintain and administer one or more national and regional marketing fund(s) (the "Marketing Fund") for national and regional marketing and promotional programs STRATEGIC-PARTNER shall contribute to the Marketing Fund an amount specified by the COMPANY, payable weekly together with the royalty and service fee due hereunder, provided that such contribution shall be credited against the amount STRATEGIC-PARTNER is required to spend locally as described in Section 8 A hereof The amount of such contribution shall be specified by the COMPANY at least thirty (30) days prior to initiation of any Marketing Fund program, but in no event shall such contribution exceed five percent (5%) of STRATEGIC-PARTNER's Net Revenues

The COMPANY shall direct all marketing programs financed by the Marketing Fund, with sole discretion over the creative concepts, materials and endorsements used therein and their geographic, market and media placement and allocation STRATEGIC-PARTNER agrees that the Marketing Fund may be used to pay for preparing and producing advertising, marketing and promotional content and related materials, administering, directing and preparing regional and multi-regional advertising and marketing programs, and supporting public relations, market

research and other advertising marketing and promotion activities The COMPANY may also use the Marketing Fund to pay for a toll-free telephone number program and on-line internet advertising and marketing, including Facebook, Twitter, and other social media, and to pay for click-through charges to search engines, banner advertising sources, and advertising host sites The Marketing Fund shall be accounted for separately from the other funds of the COMPANY, and shall not be used to defray any of the COMPANY's general operating expenses, except for such reasonable salaries, administrative costs and overhead as the COMPANY may incur in activities reasonably related to the administration or direction of the Marketing Fund and its marketing and promotional programs The Marketing Fund is not the COMPANY's asset The Marketing Fund is not a trust, and the COMPANY does not owe STRATEGIC-PARTNER fiduciary obligations because of the COMPANY's maintaining, directing or administering the Marketing Fund or for any other reason The COMPANY may spend in any fiscal year an amount greater or less than the aggregate contribution of LAWN DOCTOR Businesses to the Marketing Fund in that year and the COMPANY may make loans to the Marketing Fund (and the Marketing Fund may borrow from the COMPANY or other lenders) bearing reasonable interest to cover any deficits of the Marketing Fund or cause the Marketing Fund to invest any surplus for future use by the Marketing Fund A report of monies collected and costs incurred by the Marketing Fund shall be prepared annually by the COMPANY and shall be made available for inspection by STRATEGIC-PARTNER upon request The COMPANY may incorporate the Marketing Fund or operate it through a separate entity whenever the COMPANY deems appropriate The successor entity will have all of the rights and duties specified in this Subsection

STRATEGIC-PARTNER understands and acknowledges that the Marketing Fund is intended to maximize general public recognition and patronage of the LAWN DOCTOR Businesses and the Marks for the benefit of all LAWN DOCTOR Businesses The COMPANY undertakes no obligation to ensure that expenditures by the Marketing Fund are proportionate or equivalent to contributions by LAWN DOCTOR Businesses or that any LAWN DOCTOR Business will benefit directly or in proportion to its contribution to the Marketing Fund from the conduct of marketing programs or the placement of advertising

The COMPANY has the right, but no obligation, to use collection agents and institute legal proceedings to collect Marketing Fund contributions at the Marketing Fund's expense The COMPANY also may forgive, waive, settle and compromise all claims by or against the Marketing Fund Except as expressly provided in this Subsection, the COMPANY assumes no direct or indirect liability or obligation to STRATEGIC-PARTNER for collecting amounts due to, maintaining, directing or administering the Marketing Fund

The COMPANY may at any time defer or reduce the Marketing Fund contributions of a LAWN DOCTOR Business and, upon thirty (30) days' prior written notice to STRATEGIC-PARTNER, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund If the COMPANY terminates the Marketing Fund, the COMPANY will distribute all unspent monies to all LAWN DOCTOR Businesses (whether franchised or operated by the COMPANY or its affiliates) in proportion to their respective Marketing Fund contributions during the preceding twelve (12)-month period

9 RECORDS AND REPORTING.

A ACCOUNTING AND RECORDS.

STRATEGIC-PARTNER agrees, at his expense, to maintain and preserve for three (3) years from the date of their preparation, or such greater period as may be required by the Operating Manual or applicable law, full, complete and accurate books, records and accounts including, without limitation, copies of all customer contracts and lists, sales, invoices, cash receipts, service records, purchase records, accounts payable, cash disbursement records, inventory records, general ledgers, itemized bank deposit slips and bank statements, copies of sales tax returns, and copies of STRATEGIC-PARTNER's state and federal income tax returns These records will not include any records or information relating to STRATEGIC-PARTNER's LAWN DOCTOR Business employees as STRATEGIC PARTNER controls exclusively its labor relations and employment practices STRATEGIC-PARTNER further agrees that such records shall be prepared and maintained on forms prescribed from time to time by the COMPANY

B REPORTING REQUIREMENTS.

STRATEGIC-PARTNER shall furnish the COMPANY on or before Thursday of each week, in the form from time to time prescribed by the COMPANY, a control report signed and verified by STRATEGIC-PARTNER accurately reflecting the gross and Net Revenues of STRATEGIC-PARTNER's LAWN DOCTOR Business for the preceding week (Monday through Sunday) STRATEGIC-PARTNER, at his expense, shall furnish to the COMPANY (and its agents), such forms, reports, records, financial statements and other information as the COMPANY may, from time to time, require including the financial reports and statements as provided in this Subsection and other reports the COMPANY may request in the future This information will not include any information relating to STRATEGIC-PARTNER's LAWN DOCTOR Business employees as STRATEGIC PARTNER controls exclusively its labor relations and employment practices STRATEGIC-PARTNER shall prepare and furnish to the COMPANY on such forms as are prescribed by the COMPANY from time to time (1) by the tenth (10th) day of each month, a report of Net Revenues of the Franchise for the preceding calendar month and such other data, information and supporting records as the COMPANY from time to time requires, and (2) within one hundred five (105) days after the end of each fiscal year of STRATEGIC-PARTNER's LAWN DOCTOR Business, an annual statement of profit and loss for STRATEGIC-PARTNER's LAWN DOCTOR Business for the fiscal year, a balance sheet as of the end of the fiscal year and a cash flow projection for the following year Each such report shall be signed and verified by STRATEGIC-PARTNER in the manner prescribed by the COMPANY The COMPANY may, from time to time, revise the timing and content of required reports At the COMPANY's request, STRATEGIC-PARTNER shall provide some or all of its records and reports via electronic transmission or other means as specified by the COMPANY

10 INSPECTIONS AND AUDITS.

To determine whether STRATEGIC-PARTNER is complying with this Agreement and/or all applicable specifications and quality standards, the COMPANY shall have the right at any reasonable time and without prior notice to STRATEGIC-PARTNER to (1) inspect

STRATEGIC-PARTNER's equipment and the Servicing Vehicles, (2) inspect STRATEGIC-PARTNER's office and garage or warehouse, (3) observe STRATEGIC-PARTNER and all employees in the performance of services, (4) inspect any job performed by STRATEGIC-PARTNER, and (5) contact and interview customers of STRATEGIC-PARTNER The COMPANY shall have the further right at any time during business hours, and with at least three (3) days' prior notice to STRATEGIC-PARTNER, to inspect and audit, or cause to be inspected and audited, the business records, bookkeeping and accounting records, sales and income tax records and returns and other records of STRATEGIC-PARTNER's LAWN DOCTOR Business, and the books and records of any corporation or partnership which holds the Franchise (other than those records over which the COMPANY has no authority to control and/or remedy, such as STRATEGIC-PARTNER's LAWN DOCTOR Business employee records as STRATEGIC-PARTNER controls exclusively its labor relations and employment practices) STRATEGIC-PARTNER further acknowledges and agrees that the COMPANY shall have the right to make photocopies of all such books and records STRATEGIC-PARTNER shall fully cooperate with representatives of the COMPANY and independent accountants hired by the COMPANY to conduct any such inspection or audit If STRATEGIC-PARTNER fails to provide any such books, records and other materials requested at such inspection/audit in the format prescribed by the COMPANY in the Operating Manual or in writing, then STRATEGIC-PARTNER shall pay the COMPANY Five Hundred Dollars ($500 00) for each day any such requested books, records and other materials are not available to the COMPANY plus the COMPANY's reasonable expenses incurred in connection with such delay In the event any such inspection or audit shall disclose an understatement of the Net Revenues of STRATEGIC-PARTNER's LAWN DOCTOR Business, STRATEGIC-PARTNER shall pay to the COMPANY, within fifteen (15) days after receipt of the inspection or audit report, the royalty and service fee and any Marketing Fund contributions due on the amount of such understatement, plus interest (at the rate and on the terms provided in Section 6 C hereof) from the date originally due until the date of payment Further, in the event such inspection or audit is made necessary by the failure of STRATEGIC-PARTNER to furnish reports, supporting records or other information, as herein required, or to furnish such reports and information on a timely basis, or if an understatement of Net Revenues for the period of any inspection or audit (which shall not be for less than two (2) months) is determined by any such inspection or audit to be greater than three percent (3%), STRATEGIC-PARTNER shall reimburse the COMPANY for the cost of such inspection or audit, including, without limitation, the charges of any independent accountants and the travel expenses, room and board and compensation of employees of the COMPANY The foregoing remedies shall be in addition to all other remedies and rights of the COMPANY hereunder or under applicable law

11 TRANSFER

A BY THE COMPANY.

This Agreement and the Franchise are fully transferable by the COMPANY and shall inure to the benefit of any transferee or other legal successor to the COMPANY's interest herein

B **STRATEGIC-PARTNER MAY NOT TRANSFER WITHOUT COMPANY APPROVAL.**

STRATEGIC-PARTNER understands and acknowledges that the rights and duties created by this Agreement are personal to STRATEGIC-PARTNER (or, if STRATEGIC-PARTNER is an entity, its owner(s)) and that the COMPANY has granted the Franchise in reliance upon the COMPANY's perceptions of the individual or collective character, business skill, aptitude and financial capacity of STRATEGIC-PARTNER (or, if STRATEGIC-PARTNER is an entity, its owner(s)) Therefore, neither this Agreement, the Business Assets (or any interest therein), the Franchise (or any interest therein), nor any part or all of the ownership of STRATEGIC-PARTNER may be transferred without the COMPANY'S prior written approval, and any such transfer shall constitute a breach of this Agreement and convey no rights to or interests in this Agreement, STRATEGIC-PARTNER'S LAWN DOCTOR Business, the Business Assets or STRATEGIC-PARTNER

C **CONDITIONS FOR APPROVAL OF TRANSFER**

If STRATEGIC-PARTNER and its owner(s) are in full compliance with this Agreement, the COMPANY shall not unreasonably withhold its approval of a transfer that meets all of the applicable requirements of this Section 11 C The proposed transferee(s) or its owner(s) must be an individual of good moral character, have sufficient business experience, aptitude and financial resources to operate a LAWN DOCTOR Business, be able to personally devote full time and best efforts to a LAWN DOCTOR Business and to otherwise meet the COMPANY's then applicable standards for strategic-partners If the transfer is of the Franchise, or of a controlling interest in STRATEGIC-PARTNER, or if it is one of a series of transfers which in the aggregate constitutes the transfer of a controlling interest in STRATEGIC-PARTNER, all of the following conditions must be met prior to, or concurrently with, the effective date of the transfer (1) all obligations of STRATEGIC-PARTNER incurred in connection with this Agreement and the conduct of his LAWN DOCTOR Business, including but not limited to, obligations to customers of STRATEGIC-PARTNER, must be assumed by the transferee(s), (2) STRATEGIC-PARTNER must pay all amounts owed to the COMPANY which are then due, and shall have submitted to the COMPANY all required reports and statements, (3) the transferee(s) must satisfactorily complete the training program required of new strategic-partners, (4) the transferee(s) must execute and agree to be bound by the COMPANY's then current form of standard franchise agreement and such ancillary agreements as are then customarily used by the COMPANY in the transfer of LAWN DOCTOR Businesses, which may provide for different rights and obligations than are provided by this Agreement, but which franchise agreement does not provide for payment of an Initial Franchise Fee, (5) the transferee(s) must assume all obligations of STRATEGIC-PARTNER under STRATEGIC-PARTNER's agreement with RGS for the RGS computer software program, unless otherwise provided for under a separate agreement with RGS, (6) STRATEGIC-PARTNER must pay a transfer fee to the COMPANY in an amount equal to seventy-five percent (75%) of the then current initial license fee component of the initial franchise fee payable by a strategic-partner who is new to the Lawn Doctor system, (7) STRATEGIC-PARTNER and its owner(s) must execute a general release, in form satisfactory to the COMPANY, of any and all claims against the COMPANY, its affiliates, officers, directors, employees and agents, (8) the COMPANY must approve the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment

are not so burdensome as to adversely affect the future operations of the Franchise by such transferee(s) in compliance with the COMPANY's then standard franchise agreement and ancillary agreements, (9) the COMPANY has the right to inspect the equipment and the Servicing Vehicles to be transferred to transferee(s) and to require cleaning, repair or reconditioning thereof by STRATEGIC-PARTNER prior to transfer, (10) STRATEGIC-PARTNER and its owner(s) must execute a noncompetition covenant in favor of the COMPANY and the transferee(s), agreeing that for a period of not less than eighteen (18) months, commencing on the effective date of the transfer, he, they and the members of his and their immediate families will not have any direct or indirect interest as a disclosed or beneficial owner, investor, lender, partner, director, officer, manager, consultant, employee, representative or agent, or in any other capacity, in any Competitive Business located within (i) STRATEGIC-PARTNER's Territory, (ii) fifty (50) miles of the boundary of STRATEGIC-PARTNER's Territory, (iii) the territory of any other LAWN DOCTOR Business, or (iv) fifty (50) miles of the boundary of the territory of any other LAWN DOCTOR Business, and (11) STRATEGIC-PARTNER and its owners shall have entered into an agreement with the COMPANY agreeing to subordinate to the transferee's obligations to the COMPANY (including royalty and service fees and Marketing Fund contributions), any obligations of such transferee to make installment payments of the purchase price to STRATEGIC-PARTNER Subsection (7) shall not apply to transfers by gift, bequest or inheritance

D **DEATH OR INCAPACITY OF STRATEGIC-PARTNER.**

Upon the death or permanent incapacity of STRATEGIC-PARTNER, the executor, administrator, conservator or other personal representative of such person must transfer his interest to a third party approved by the COMPANY within six (6) months from the date of death or permanent disability Such transfer shall be subject to all of the terms and conditions for transfers contained in this Section 11 Failure to transfer in accordance with this Section upon such death or disability shall constitute a breach of this Agreement

E **THE COMPANY'S RIGHT OF FIRST REFUSAL**

If STRATEGIC-PARTNER or its owner(s) shall at any time determine to sell an interest in STRATEGIC-PARTNER's LAWN DOCTOR Business, an ownership interest in STRATEGIC-PARTNER, or the Business Assets, STRATEGIC-PARTNER or its owner(s) shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to the COMPANY The COMPANY or its designee shall have the right, exercisable by written notice delivered to STRATEGIC-PARTNER or its owner(s) within thirty (30) days after the COMPANY receives an exact copy of such offer and all other information the COMPANY requests, to purchase such interest in STRATEGIC-PARTNER's LAWN DOCTOR Business, such ownership interest in STRATEGIC-PARTNER or the Business Assets, for the price and on the terms and conditions contained in such offer, provided that (1) the COMPANY may substitute cash for any form of payment proposed in such offer, (2) the COMPANY's credit will be deemed equal to the credit of any proposed buyer, (3) the COMPANY shall have not less than thirty (30) days to prepare for closing after notifying STRATEGIC-PARTNER of the COMPANY's election to purchase, and (4) the COMPANY must receive, and STRATEGIC-PARTNER agrees to make, all customary representations and warranties given by the seller of the assets of a business, including, without limitation,

representations and warranties regarding ownership and condition of, and title to, assets and validity of contracts and the liabilities, contingent or otherwise, relating to the assets being purchased The COMPANY may assign or delegate its rights under this Section 11 E If the COMPANY exercises its right of first refusal, STRATEGIC-PARTNER agrees that, for eighteen (18) months beginning on the closing date, STRATEGIC-PARTNER, STRATEGIC-PARTNER's transferring owner(s), and members of his or their immediate families will be bound by the non-competition covenant contained in Section 14 D below If the COMPANY does not exercise its right of first refusal, STRATEGIC-PARTNER or its owner(s) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to the COMPANY's approval of the purchaser as provided in Section 11 C , provided that if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of such offer to the COMPANY, or there is a material change in the terms of the sale, the COMPANY shall again have the right of first refusal herein provided

F **OWNERSHIP STRUCTURE.**

If STRATEGIC-PARTNER is an entity, STRATEGIC-PARTNER represents and warrants that its ownership structure is as set forth on **Exhibit A** hereto and covenants that it will not vary from that ownership structure without the prior written approval of the COMPANY

12 **EXPIRATION OF THIS AGREEMENT.**

A **STRATEGIC-PARTNER'S RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE**

Subject to the provision of this Section 12, upon expiration of the initial term of this Agreement, if (1) STRATEGIC-PARTNER has substantially complied with all of the provisions of this Agreement, and (2) STRATEGIC-PARTNER, if necessary, refurbishes and re-equips each of his Servicing Vehicles and commissions the COMPANY (or another party approved by the COMPANY), at his expense and on his behalf, to repair or replace the equipment utilized in the operation of the Franchise and is in compliance with specifications and standards then applicable for new LAWN DOCTOR Business franchises, then STRATEGIC-PARTNER shall have the right to acquire a successor franchise for the LAWN DOCTOR Business for an additional term of ten (10) years

B **GRANT OF A SUCCESSOR FRANCHISE**

STRATEGIC-PARTNER must give the COMPANY written notice of his election to acquire a successor franchise at least six (6) months, but not more than twelve (12) months, before the end of the initial term of this Agreement Within thirty (30) days after delivery of STRATEGIC-PARTNER'S notice, the COMPANY shall notify STRATEGIC-PARTNER in writing whether or not the COMPANY shall grant a successor franchise to STRATEGIC-PARTNER If, at any time during the term of this Agreement, STRATEGIC-PARTNER fails to fully comply with this Agreement or any other agreement between STRATEGIC-PARTNER and the COMPANY, the COMPANY may refuse to grant a successor franchise by delivering a notice of the COMPANY's refusal to grant a successor franchise, stating the reasons for such refusal If the COMPANY'S notice indicates that the COMPANY will permit STRATEGIC-

PARTNER to obtain a successor franchise, such right will be contingent upon STRATEGIC-PARTNER'S continued full compliance with this Agreement and any other agreement between the COMPANY and STRATEGIC-PARTNER

C **AGREEMENTS/RELEASES.**

If the COMPANY grants a successor franchise, the COMPANY and STRATEGIC-PARTNER and the owner(s) of STRATEGIC-PARTNER shall execute the COMPANY's then current form of franchise agreement and such ancillary agreements as are used in offering franchises to operate LAWN DOCTOR Businesses (with appropriate modifications to reflect the fact that the agreements relate to the grant of a successor franchise), and the COMPANY, STRATEGIC-PARTNER and its owner(s) shall execute general releases, in form satisfactory to the COMPANY, of any and all claims against each other and their respective affiliates, officers, directors, employees and agents Failure by STRATEGIC-PARTNER and its owner(s) to sign such agreement(s) and releases within ninety (90) days after delivery thereof to STRATEGIC-PARTNER shall be deemed an election by STRATEGIC-PARTNER not to acquire a successor franchise

13 **TERMINATION OF FRANCHISE BY THE COMPANY**

This Agreement shall terminate

(1) effective upon delivery of notice of termination to STRATEGIC-PARTNER if STRATEGIC-PARTNER or its owner(s)

(a) abandons or fails to actively operate the Franchise or fails to commence operation of his LAWN DOCTOR Business as required in Section 1 C of this Agreement,

(b) surrenders or transfers control of the LAWN DOCTOR Business without the COMPANY's prior written consent,

(c) has made any material misrepresentation or omission in his franchise application or after being granted the Franchise,

(d) fails to satisfactorily complete the training requirements described in Section 2 A of this Agreement,

(e) is convicted of or pleads no contest to a felony, or any other crime or offense that is likely to adversely affect the reputation of STRATEGIC-PARTNER, other LAWN DOCTOR Businesses or the COMPANY,

(f) abandons, surrenders or makes an unauthorized transfer of the Franchise, the Business Assets or an ownership interest in STRATEGIC-PARTNER,

(g) makes any unauthorized use, duplication or disclosure of any Confidential Information or the Operating Manual,

(h) fails on three (3) or more separate occasions during any one year period to submit when due reports or other data, information or supporting records, to pay when due the royalty and service fees, lease payments, Marketing Fund contributions, amounts due for products and services purchased from the COMPANY or other suppliers, or other payments due to the COMPANY, or otherwise fails to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to STRATEGIC-PARTNER,

(i) submits to the COMPANY on two (2) or more separate occasions at any time during the initial term of this Agreement information, reports or supporting records which understate by more than three percent (3%) the royalty and service fees due for any period of, or periods aggregating, two (2) or more months, and STRATEGIC-PARTNER is unable to demonstrate that such understatements resulted from inadvertent error,

(j) materially misuses or makes an unauthorized use of any Mark or commits any act which can reasonably be expected to materially impair the goodwill associated with any Mark, including but not limited to use of any Mark as part of a website domain name or electronic address in an unauthorized manner on STRATEGIC-PARTNER's website,

(k) violates any environmental, labor, employment, health, safety, sanitation or other regulatory law, ordinance or regulation or conducts his LAWN DOCTOR Business in a manner that presents a health or safety hazard to his customers or the public,

(l) fails to maintain the insurance the COMPANY requires from time to time,

(m) interferes with the COMPANY's right to inspect the LAWN DOCTOR Business or observe its operation, as provided in Section 10 of this Agreement,

(n) engages in any dishonest or unethical conduct which, in the COMPANY's opinion, adversely affects his LAWN DOCTOR Business' reputation, the reputation of other LAWN DOCTOR Businesses or the goodwill associated with the Marks,

(o) permits any material licenses or permits necessary for his LAWN DOCTOR Business' proper operation to be suspended, revoked or not renewed,

(p) fails to pay when due any federal, state or local income, service, sales or other taxes due on his LAWN DOCTOR Business' operation, unless STRATEGIC-PARTNER is in good faith contesting STRATEGIC-PARTNER's liability for these taxes,

(q) makes an assignment for the benefit of creditors or admits in writing its insolvency or inability to pay its debts generally as they become due, consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of STRATEGIC-PARTNER's property, the STRATEGIC-PARTNER's LAWN DOCTOR Business is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within thirty (30) days, or any order appointing a receiver, trustee or liquidator of STRATEGIC-PARTNER or his LAWN DOCTOR Business is not vacated within thirty (30) days following the order's entry,

(r) violates the restrictions of Section 4 B (Exclusive Relationship) or any other non-compete agreement, or

(s) at any time during the term of this Agreement defaults or fails to cure (if cure is permitted) any default under the agreement between STRATEGIC-PARTNER and RGS for the RGS computer software program, or the agreement between STRATEGIC-PARTNER and RGS for the RGS computer software program expires or is terminated

(2) without further action by the COMPANY or notice to STRATEGIC-PARTNER if STRATEGIC-PARTNER or its owner(s)

(a) fails to accurately report the Net Revenues of his LAWN DOCTOR Business or fails to make payments of any amounts due the COMPANY for royalty and service fees, Marketing Fund contributions or any other amounts due to the COMPANY or its affiliates hereunder, and does not correct such failure within ten (10) days after written notice of such failure is delivered to STRATEGIC-PARTNER, or

(b) fails to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedures prescribed by the COMPANY and does not (1) correct such failure within thirty (30) days after written notice of such failure to comply is delivered to STRATEGIC-PARTNER, or (2) provide proof acceptable to the COMPANY of efforts which are reasonably calculated to correct such failure if such failure cannot reasonably be corrected within thirty (30) days after written notice of such failure to comply is delivered to STRATEGIC-PARTNER

14 RIGHTS AND OBLIGATIONS OF THE COMPANY AND STRATEGIC-PARTNER UPON TERMINATION OR EXPIRATION OF FRANCHISE.

A PAYMENT OF AMOUNTS OWED TO THE COMPANY OR CUSTOMERS

STRATEGIC-PARTNER agrees to pay to the COMPANY within fifteen (15) days after the effective date of termination or expiration of the Franchise, or such later date that the amounts due to the COMPANY are determined, such royalty and service fees, Marketing Fund contributions, lease payments due for Turf Tamer Applicators or other equipment leased by

STRATEGIC-PARTNER from the COMPANY, amounts owed to the COMPANY for purchases made by STRATEGIC-PARTNER, interest due on any of the foregoing, and all other amounts owed to the COMPANY which are then unpaid STRATEGIC-PARTNER further agrees to return to his customers all amounts prepaid by such customers within fifteen (15) days after the effective date of termination or expiration of the Franchise

B **MARKS.**

STRATEGIC-PARTNER agrees that upon termination or expiration of the Franchise he will (1) not directly or indirectly at any time or in any manner, including but not limited to, on a website, identify himself or any business as a current or former LAWN DOCTOR Business, or as a strategic-partner, franchisee, licensee, owner or dealer of or as otherwise associated with the COMPANY, or use any Mark, any colorable imitation thereof or other indicia of a LAWN DOCTOR Business in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with the COMPANY, (2) return to the COMPANY or destroy all signs, brochures, advertising materials, forms, invoices and other materials containing any Marks or otherwise identifying or relating to the LAWN DOCTOR Business, (3) take all such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to his use of any Mark, (4) remove all indicia of the Marks from all Servicing Vehicles not surrendered to or bought by the COMPANY, (5) notify the telephone company and all listing agencies of the termination or expiration of STRATEGIC-PARTNER's right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark, and to authorize transfer of same to or at the direction of the COMPANY (STRATEGIC-PARTNER acknowledges that as between the COMPANY and STRATEGIC-PARTNER, the COMPANY has the sole rights to and interest in all telephone numbers and directory listings associated with any Mark STRATEGIC-PARTNER authorizes the COMPANY, and hereby appoints the COMPANY and any officer of the COMPANY as his attorney in fact, to direct the telephone company and all listing agencies to transfer same to the COMPANY or at its direction, should STRATEGIC-PARTNER fail or refuse to do so, and the telephone company and all listing agencies may accept such direction or this Agreement as conclusive of the exclusive rights of the COMPANY in such telephone numbers and directory listings and its authority to direct their transfer), (6) return all materials and supplies identified by the Marks within thirty (30) days after the effective date of termination or expiration of this Agreement, (7) return to the COMPANY all copies of his LAWN DOCTOR Business customer lists including past customers, present customers and customer prospects, (8) cancel any electronic address, domain name or website which displays any Mark or that identifies STRATEGIC-PARTNER as associated with the COMPANY or the LAWN DOCTOR Business, (9) furnish to the COMPANY, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to the COMPANY of STRATEGIC-PARTNER's compliance with the foregoing obligations STRATEGIC-PARTNER acknowledges that his LAWN DOCTOR Business customer lists and contracts are derived from and a result of his operating a LAWN DOCTOR franchise Therefore, STRATEGIC-PARTNER agrees that such customer lists and contracts may not be used in connection with any business other than the LAWN DOCTOR Business, and may not be used by, or sold or otherwise transferred to, a third party except as otherwise specifically provided in this Agreement

C **RETURN OF EQUIPMENT AND OPERATING MANUALS.**

STRATEGIC-PARTNER agrees that upon termination or expiration of the Franchise, he will immediately cease to use the Confidential Information of the COMPANY disclosed to STRATEGIC-PARTNER pursuant to this Agreement in any business or otherwise and return to the COMPANY all copies of the Operating Manual for the LAWN DOCTOR Business that have been loaned to him by the COMPANY and all Turf Tamer Applicators and any other equipment which the COMPANY has loaned or leased to STRATEGIC-PARTNER

D **COVENANT NOT TO COMPETE.**

Upon termination of this Agreement by the COMPANY in accordance with the provisions of this Agreement, or by STRATEGIC-PARTNER without cause, or upon expiration of this Agreement (if the COMPANY refuses to grant a successor franchise, as provided in Section 12, or STRATEGIC-PARTNER elects not to acquire a successor franchise), STRATEGIC-PARTNER and its owner(s) agree that for a period of eighteen (18) months, commencing on the effective date of termination or expiration, or the date on which STRATEGIC-PARTNER ceases to conduct the business conducted pursuant to this Agreement, whichever is later, neither STRATEGIC-PARTNER, its owner(s) nor the members of his and their immediate families will have any interest as a disclosed or beneficial owner, investor, lender, partner, director, officer, manager, consultant, employee, representative or agent, or in any other capacity, in any Competitive Business located within (i) STRATEGIC-PARTNER's Territory, (ii) fifty (50) miles of the boundary of STRATEGIC-PARTNER's Territory, (iii) the territory of any other LAWN DOCTOR Business in operation or in the process of opening on the later of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Subsection begin to comply with this Subsection, or (iv) fifty (50) miles of the boundary of the territory of any other LAWN DOCTOR Business in operation or in the process of opening on the later of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Subsection begin to comply with this Subsection

E **CONTINUING OBLIGATIONS**

All obligations of the COMPANY and STRATEGIC-PARTNER which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire

15 **ENFORCEMENT.**

A **SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS**

Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which the COMPANY is a party, that ruling shall not impair the operation of, or have any other effect

upon, such other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties hereto, although any portion held to be invalid shall be deemed not to be a part of this Agreement from the date the time for appeal expires, if STRATEGIC-PARTNER is a party thereto, otherwise upon STRATEGIC-PARTNER's receipt of written notice of non-enforcement thereof from the COMPANY If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be enforceable by reducing any part or all thereof, STRATEGIC-PARTNER and the COMPANY agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to enter into a successor franchise agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by the COMPANY is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and the COMPANY shall have the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable Such modification(s) to this Agreement shall be effective only in such jurisdiction, unless the COMPANY elects to give it greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions STRATEGIC-PARTNER agrees to be bound by any such modification to this Agreement

B **WAIVER OF OBLIGATIONS.**

The COMPANY and STRATEGIC-PARTNER may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other Any waiver granted by the COMPANY shall be without prejudice to any other rights the COMPANY may have, will be subject to continuing review by the COMPANY and may be revoked, in the COMPANY's sole discretion, at any time and for any reason, effective upon delivery to STRATEGIC-PARTNER of ten (10) days' prior written notice The COMPANY and STRATEGIC-PARTNER shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement by virtue of any custom or practice of the parties at variance with the terms hereof, any failure, refusal or neglect of the COMPANY or STRATEGIC-PARTNER to exercise any rights under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, any waiver, forbearance, delay, failure or omission by the COMPANY to exercise any right, power or option, whether of the same, similar or different nature, with respect to other LAWN DOCTOR Businesses, or the acceptance by the COMPANY of any payments due from STRATEGIC-PARTNER after any breach of this Agreement

Neither the COMPANY nor STRATEGIC-PARTNER shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from (1) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy, or the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof, (2) compliance with any

law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof, (3) acts of God, (4) fires, strikes, embargoes, war or riot, or (5) any other similar event or cause Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of royalty and service fees, Marketing Fund contributions or lease payments due thereafter

C **INJUNCTIVE RELIEF**

Notwithstanding anything to the contrary contained in Subsection F of this Section, either party may institute in a court of competent jurisdiction an action or actions for temporary or preliminary injunctive relief, provided, however, that such party shall contemporaneously submit the dispute for arbitration on the merits in accordance with Subsection F of this Section STRATEGIC-PARTNER agrees that the COMPANY may have such temporary or preliminary injunctive relief without bond, but upon due notice, and STRATEGIC-PARTNER's sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby)

D **RIGHTS OF PARTIES ARE CUMULATIVE.**

The rights of the COMPANY and STRATEGIC-PARTNER hereunder are cumulative and no exercises or enforcement by the COMPANY or STRATEGIC-PARTNER of any right or remedy hereunder shall preclude the exercise or enforcement by the COMPANY or STRATEGIC-PARTNER of any other right or remedy hereunder or which the COMPANY or STRATEGIC-PARTNER is entitled by law to enforce

E **COSTS AND ATTORNEYS' FEES**

If the COMPANY incurs expenses in connection with STRATEGIC-PARTNER's failure to pay when due amounts owing to the COMPANY, to submit when due any reports, information or supporting records or otherwise to comply with this Agreement, STRATEGIC-PARTNER shall reimburse the COMPANY for any such costs and expenses which it incurs, including but not limited to reasonable legal, arbitrators', accounting and related fees

F **ARBITRATION**

Subject to Subsection C above (entitled "Injunctive Relief"), all controversies, disputes or claims between the COMPANY (its affiliates, and their respective shareholders, officers, directors, agents, employees, successors and assigns) and STRATEGIC-PARTNER (its owners, guarantors and their respective officers, directors, agents, employees, successors and assigns) arising out of or related to

(1) STRATEGIC-PARTNER's operation of the LAWN DOCTOR Business,

(2) this Agreement or any other agreement between the parties or any provision of such agreements,

(3) the relationship of the parties hereto,

(4) the validity of this Agreement or any other agreement between the parties or any provision of such agreements, or

(5) any specifications, standards or procedures relating to the establishment or operation of the LAWN DOCTOR Business

shall be submitted for binding arbitration before one arbitrator, and except as this Subsection F otherwise provides, in accordance with the then current commercial arbitration rules of the American Arbitration Association All matters within the scope of the Federal Arbitration Act (9 U S C Sections 1 et seq) shall be governed by it

Arbitration shall take place at a location specified by the arbitrator within ten (10) miles of the COMPANY's then-current principal place of business The arbitrator shall have no authority to select a hearing locale other than as described in the prior sentence The award of the arbitrator shall be final and judgment upon the award may be entered in any court of competent jurisdiction The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates Any such claim which is not submitted or filed in such proceeding shall be barred

The COMPANY and STRATEGIC-PARTNER agree that arbitration shall be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between the COMPANY and STRATEGIC-PARTNER shall not be consolidated with any other arbitration proceeding involving the COMPANY and any other natural person, association, corporation, partnership or other entity Notwithstanding the foregoing or anything to the contrary in this Subsection F or Section 15 A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Subsection F, then all parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with this Article 15 (excluding this Section 15 F)

The COMPANY and STRATEGIC-PARTNER waive any right to or claim for punitive or exemplary damages, except punitive or exemplary damages allowed under federal statute

The provisions of this Subsection F shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement

G GOVERNING LAW

All matters relating to arbitration shall be governed by the Federal Arbitration Act Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U S C Sections 1051 et seq) or other federal law, this Agreement, the Franchise and the relationship of the parties shall be governed by the laws of the State of New Jersey, without regard for its conflicts of laws principles, except that any New Jersey law regulating the sale of

franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Subsection G

H **JURISDICTION.**

With respect to actions described in Subsection C above and any other actions not subject to arbitration under Subsection F above, STRATEGIC-PARTNER and the COMPANY agree that any action arising under this Agreement or otherwise as a result of the relationship between STRATEGIC-PARTNER and the COMPANY must be commenced in a state or federal court of competent jurisdiction in the State of New Jersey STRATEGIC-PARTNER irrevocably submits to the jurisdiction of such courts and waives any objection he may have to either the jurisdiction or venue of such court

I **WAIVER OF PUNITIVE DAMAGES**

The parties waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages, except punitive or exemplary damages allowed under federal statute The parties agree that, in the event of a dispute between them, the party making a claim shall be limited to recovery of any actual damages it sustains

J **WAIVER OF JURY TRIAL**

Each party irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party

K **STRATEGIC-PARTNER MAY NOT WITHHOLD PAYMENTS**

STRATEGIC-PARTNER agrees that he will not, on grounds of the alleged nonperformance by the COMPANY of any of its obligations hereunder, withhold payment of any royalty and service fees, Marketing Fund contributions, lease payments, amounts due to the COMPANY for purchases by STRATEGIC-PARTNER or any other amounts due to the COMPANY

L **BINDING EFFECT**

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest Subject to the COMPANY's right to modify the Operating Manual, this Agreement shall not be modified except by written agreement signed by STRATEGIC-PARTNER and the COMPANY

M **LIMITATIONS OF CLAIMS.**

Any and all claims, except claims for monies due the COMPANY, arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date STRATEGIC-PARTNER or the COMPANY knew or should have known of the facts giving rise to such claims

N CONSTRUCTION

The preambles and exhibits are a part of this Agreement, which together with the Operating Manual, constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between the COMPANY and STRATEGIC-PARTNER relating to the subject matter of this Agreement Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require STRATEGIC-PARTNER to waive reliance on any representation that the COMPANY made in the most recent disclosure document (including its exhibits and amendments) that the COMPANY delivered to STRATEGIC-PARTNER or its representative The term "STRATEGIC-PARTNER" as used herein is applicable to one (1) or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine If two (2) or more persons are at any time STRATEGIC-PARTNER hereunder, their obligations and liabilities to the COMPANY shall be joint and several References to "STRATEGIC-PARTNER" and "transferee" which are applicable to an individual or individuals shall mean the principal owner(s) of the equity or operating control of STRATEGIC-PARTNER or the transferee, if STRATEGIC-PARTNER or the transferee is a corporation or partnership The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs The words "include" and "including" are meant to be illustrative and not exhaustive and are deemed to be read in all cases as "including, without limitation" and/or "including but not limited to "

Except where this Agreement expressly obligates the COMPANY reasonably to approve or not unreasonably to withhold its approval of any action or request by STRATEGIC-PARTNER, the COMPANY has the absolute right to refuse any request by STRATEGIC-PARTNER or to withhold its approval of any action by STRATEGIC-PARTNER that requires the COMPANY's approval Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto

16 NOTICE AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered at the time delivered by hand, one (1) business day after transmission by facsimiles, telecopy, telegraph or comparable electronic system, one (1) business day after being placed in the hands of a commercial carrier service for next business day delivery, or three (3) business days after placement in the mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, to the address set forth herein, or to such other address as designated in writing by the COMPANY or STRATEGIC-PARTNER Any required payment or report which the COMPANY does not actually receive at the correct address during regular or business hours on the date due (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement in multiple counterparts on the day and year first above written

LAWN DOCTOR, INC., a New Jersey corporation

By _____
Scott D Frith, Chief Executive Officer
Date* _____
(*Effective date of this Agreement)

_____ Individually
STRATEGIC-PARTNER

Date _____

_____, Individually
STRATEGIC-PARTNER

Date _____

EXHIBIT A

TO THE LAWN DOCTOR FRANCHISE AGREEMENT

OWNERS OF STRATEGIC-PARTNER

1 **Owners** STRATEGIC-PARTNER and its owners represent and warrant the following list includes the full name and mailing address of each person who is one of STRATEGIC-PARTNER's owners, or an owner of one of STRATEGIC-PARTNER's owners, and fully describes the nature of each owner's interest (attach additional pages if necessary)

	Owner's Name and Address	**Percentage/Description of Interest**
(a)	_____	_____
	_____	
(b)	_____	_____
	_____	
(c)	_____	_____
	_____	
(d)	_____	_____
	_____	

As of the date hereof there are _____ (_____) ownership interests authorized and there are _____ (_____) ownership interests which are issued and outstanding There are no other authorized classes of shares

_____ Individually
STRATEGIC-PARTNER

Date _____

_____ Individually
STRATEGIC-PARTNER

Date _____

_____ Individually
STRATEGIC-PARTNER

Date _____

_____, Individually
STRATEGIC-PARTNER

Date _____

EXHIBIT B

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

The undersigned Franchisee authorizes Lawn Doctor, Inc ("Franchisor") to debit fees due and payable under the Franchise Agreement(s), including but not limited to Royalty and Service Fees, Marketing Fund Contributions, equipment rental payments, parts purchases, technology fees, conference registration fees, material purchases, interest, late fees and/or payment rejection fees from the bank account listed below

BANK ACCOUNT INFORMATION

Bank Name _____ Account Type ☐ Business ☐ Personal

Branch Address _____ Account Type ☐ Checking ☐ Savings

Bank City _____ Bank State or Province _____

FEIN # _____

Account Number _____ Bank Routing # _____

Please include a void check from this account when submitting this form

In the event Franchisee fails to submit a Service Fee Report in a timely fashion, Franchisee authorizes Franchisor to debit estimated Royalty and Service Fees and Marketing Fund Contributions in the amount of the last submitted Service Fee Report Upon receipt of the delinquent Service Fee Report, Franchisor will credit or debit Franchisee's account the difference between the estimated and actual fees, and will also charge a fee of 1 0% of the total due for each month that the Service Fee Report was late

Franchisee will incur a per occurrence fee of Twenty Dollars ($20 00) if any EFT payment is rejected by the above referenced bank account

This Authorization is irrevocable and shall remain in effect for so long as the Franchise Agreement(s) remains in effect Franchisee shall notify Franchisor in writing of any changes to bank account information at least thirty (30) days in advance of the date the first debit is scheduled to be initiated from the new bank The new bank account will be subject to this Authorization as if it had been in effect at the time this Agreement was signed

Name of Franchise _____

Franchisee's Name _____

Signature _____

Date _____

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made this _____ day of _____, 20___ **BETWEEN**

LAWN DOCTOR, INC., a New Jersey corporation
(hereafter called "Company")

- and -

_____, an individual

(hereafter called "Strategic-Partner")

- and -

_____
(hereafter called "Assignee")

RECITALS:

WHEREAS, Strategic-Partner and Company entered into that certain Lawn Doctor Franchise Agreement dated _____ (the "Franchise Agreement"), which Franchise Agreement is incorporated herein by this reference, for the operation of a Lawn Doctor lawn care and conditioning service business (the "Business"),

WHEREAS, concurrently with the Franchise Agreement, Company and Strategic-Partner entered into a Turf Tamer Power Seeder Equipment Lease, a Turf Tamer Stand-On Applicator Equipment Lease, an Extranet Agreement, and a Promissory Note **[DELETE ANY THAT DO NOT APPLY]** These agreements, together with the Franchise Agreement, are hereinafter referred to as the "Agreements ",

WHEREAS, Strategic-Partner wishes to assign his interest in the Agreements to Assignee, effective on the _____ day of _____, 20___ (hereafter called the "Effective Date"), and

WHEREAS, the Agreements prohibit Strategic-Partner from assigning them without the consent of Company and without first complying with certain requirements

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows

1 **Assignment** Strategic-Partner hereby transfers, sets over and assigns to Assignee, as of the Effective Date, all of Strategic-Partner's right, title and interest in and to the Agreements, subject to Assignee's timely observance and performance of Strategic-Partner's covenants contained in the Agreements and all agreements relating thereto, including, without limitation, the punctual payment of all sums payable thereunder from time to time

2 **Assumption.** Assignee hereby assumes all of Strategic-Partner's obligations, agreements, commitments, duties and liabilities under the Agreements and all agreements relating thereto and agrees to be bound by and faithfully to perform and observe at all times during the initial or any renewal terms of the Agreements all of Strategic-Partner's obligations, agreements, commitments and duties with the same force and effect as if the Agreements were originally written with Assignee as the Strategic-Partner, including, without limitation, the payment of all sums reserved thereby

3 **Company Consent** Company hereby consents to the assignment subject to Strategic-Partner's and Assignee's jointly and severally agreeing to pay to Company immediately upon demand any and all monies owed by Strategic-Partner to Company or any subsidiary or affiliate of Company as of the Effective Date

4 **Strategic-Partner's Obligations** Strategic-Partner covenants and agrees that he shall be jointly and severally liable for Assignee's performance of its obligations under the Agreements and bound by all of the provisions of the Agreements, and nothing contained herein shall be deemed to relieve Strategic-Partner of his obligations under the Agreements

5 **Future Assignments** Company's consent herein shall not be construed as a waiver by Company of its required consent to any further assignment of any of the Agreements, which assignment shall be effected only in accordance with the terms of such Agreements

6 **Interests in Assignee** Assignee and Strategic-Partner jointly and severally covenant and agree that, as long as the Franchise Agreement remains in full force and effect

(a) Strategic-Partner shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise sell, assign, transfer, convey, donate, pledge, mortgage or otherwise encumber any shares or other ownership interests of Assignee now or hereafter owned or controlled by Strategic-Partner without obtaining Company's prior written consent in accordance with the Franchise Agreement Assignee shall be a newly organized entity and its articles of incorporation, membership agreement, or other governance document shall at all times provide that its activities are confined exclusively to operating the Business

(b) Strategic-Partner shall own not less than fifty-one percent (51%) of the equity and voting power of all issued and outstanding capital stock, membership interest, or other ownership interest of Assignee For the purposes hereof, voting shares include shares of any class or classes (however designated) having ordinary voting power under all circumstances, the exercise of which is not restrained by the existence of any agreement,

whether written or oral Assignee shall maintain stop-transfer instructions on its records of any ownership interests, and each stock certificate or other documentation thereof shall have conspicuously endorsed on its face a statement in a form satisfactory to Company that it is held subject to, and that further assignment or transfer thereof is limited by, all restrictions imposed upon assignments by the Franchise Agreement

(c) In the event Strategic-Partner or Assignee shall transfer or issue any shares or other ownership interests of Assignee, any new owners shall be obligated to execute a written agreement with Company undertaking to be bound by the provisions of the Agreements, including the restrictions on any change in control of Assignee and the non-compete and nondisclosure covenants, and agreeing to be jointly and severally liable for Assignee's performance of the Agreements Contemporaneously with the appointment or election of any person as a director or officer of Assignee, Strategic-Partner and Assignee shall cause such person to execute a written agreement with Company undertaking to be bound by the non-compete and nondisclosure covenants contained in the Franchise Agreement

(d) Attached as Exhibit A is a list of all of the owners of Assignee as of the Effective Date Assignee shall furnish to Company, immediately upon all transfers or issuances of ownership interests of Assignee, a revised version of Exhibit A

(e) Assignee agrees that it will not use the Marks (as that term is defined in the Franchise Agreement) or any name deceptively similar thereto as part of its corporate or trade name

(f) Assignee shall not engage in any business or activity that competes with Company, the Business or the Lawn Doctor system, provided, however, Company may permit Assignee to engage in other non-competitive business activities provided Assignee obtains the prior written consent of Company, which may be withheld by Company in its sole discretion

[FOR USE IN ALL STATES EXCEPT WHERE STRATEGIC-PARTNER OR ANY OF ITS OWNERS ARE LOCATED IN CALIFORNIA·

7 **Release** In further consideration of Company's granting its approval of the assignment under this Agreement, Strategic-Partner, on behalf of itself and its current and former affiliates, agents, principals, officers, directors, shareholders, employees, representatives, attorneys, parents, subsidiaries, divisions and successors and assigns (the "Strategic-Partner Group") hereby releases Company, its affiliates and its current and former agents, principals, officers, directors, shareholders, employees, representatives, attorneys, parents, subsidiaries, divisions, and successors and assigns (the "Company Group"), of and from any and all manner of obligation, debt, liability, tort, covenant, contract, agreement, undertaking, and account, and any and all claims or causes of action, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims") which any of the Strategic-Partner Group now has, ever had, or may have, against any of the Company Group, from the beginning of time through the

date of this Agreement With respect to the Claims released under this Section 7, Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, acknowledges that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this release, but that it is their intention, subject to the terms and conditions of this Section 7, fully, finally and forever to settle and release all such Claims against any of the Company Group, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the release given under this Section 7 shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts

Strategic-Partner warrants and represents, and also on behalf of the other members of the Strategic-Partner Group, that they have not assigned or otherwise transferred any Claim or cause of action released by this Section 7

Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, further covenants not to sue any of the Company Group on any of the Claims released by this Section 7 or to act as a consultant, advisor, or expert witness for any other party that sues any of the Company Group]

[FOR USE WHERE STRATEGIC-PARTNER OR ANY OF ITS OWNERS ARE LOCATED IN CALIFORNIA

7 **Release of Company Group by Strategic-Partner Group.**

(a) **Release** In further consideration of Company's granting its approval of the assignment under this Agreement, Strategic-Partner, on behalf of itself and its current and former affiliates, agents, principals, officers, directors, shareholders, employees, representatives, attorneys, parents, subsidiaries, divisions and successors and assigns (the "Strategic-Partner Group") hereby releases Company, its affiliates and its current and former agents, principals, officers, directors, shareholders, employees, representatives, attorneys, parents, subsidiaries, divisions, and successors and assigns (the "Company Group"), of and from any and all manner of obligation, debt, liability, tort, covenant, contract, agreement, undertaking, and account, and any and all claims or causes of action, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims") which any of the Strategic-Partner Group now has, ever had, or may have, against any of the Company Group, from the beginning of time through the date of this Agreement Strategic-Partner warrants and represents, and also on behalf of the other members of the Strategic-Partner Group, that they have not assigned or otherwise transferred any Claim or cause of action released by this Section 7(a)

Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, further covenants not to sue any of the Company Group on any of the Claims released by this Section 7(a) or to act as a consultant, advisor, or expert witness for any other party that sues any of the Company Group

(b) **Waiver of Section 1542 Rights.** In granting the release under Section 7(a), Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, waives all rights and benefits which any of them now has or in the future may have under and by virtue of the terms of Section 1542 of the Civil Code of the State of California, which provides as follows

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor

Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, waives and relinquishes every right or benefit which any of them has under Section 1542 of the Civil Code of the State of California, and any similar statute or right under any other law, to the fullest extent that the right or benefit may lawfully be waived In connection with this waiver and relinquishment, with respect to the Claims released under Section 7(a), Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, acknowledges that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention, subject to this Agreement's terms and conditions, fully, finally, and forever to settle and release all such Claims which now exist, may exist, or did exist, and, in furtherance of such intention, the release given under Section 7(a) shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts]

8 **Nonwaiver** Company's consent to the assignment shall not constitute a waiver of any claims it may have against Strategic-Partner nor shall it be deemed a waiver of Company's right to demand Assignee's exact compliance with the terms of the Agreements

9 **Notices** All notices, requests, demands or other communications to be delivered to the parties hereto may be delivered in the same manner as described in the Franchise Agreement

10 **Acknowledgment.** Assignee acknowledges that it has received a copy of the Agreements and is familiar with, and agrees to abide by, the terms, covenants and conditions contained therein on the part of Strategic-Partner

11 **Conflicting Provisions.** If there is any conflict between the provisions of this Agreement and the provisions of the Agreements, the provisions of this Agreement shall prevail

12 **Time of the Essence.** Time shall be of the essence in this Agreement

13 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard for its conflicts of laws principles

14 **Binding Effect.** This Agreement shall inure to the benefit of Company and its successors and assigns and shall be binding upon Strategic-Partner and Assignee and their respective successors, assigns and legal representatives

15 **Joint and Several Liability.** In the event there is more than one Strategic-Partner or if Strategic-Partner is comprised of more than one entity, their liability hereunder shall be joint and several

IN WITNESS WHEREOF the parties have duly executed this Agreement on the day stated on page one hereof

COMPANY: LAWN DOCTOR INC, a New Jersey corporation

By _____
Its Chief Executive Officer, Scott D Frith

STRATEGIC-PARTNER: _____

By _____, Individually

ASSIGNEE: _____, a _____corporation/limited liability company/other _____ (please specify)

By _____
Print Name:_____
Title_____

EXHIBIT A

OWNERS OF ASSIGNEE

1 **Owners** Assignee and its owners represent and warrant the following list includes the full name and mailing address of each person who is one of Assignee's owners, or an owner of one of Assignee's owners, and fully describes the nature of each owner's interest (attach additional pages if necessary)

	Owner's Name and Address	Percentage/Description of Interest
(a)	_____	_____
	_____	
(b)	_____	_____
	_____	
(c)	_____	_____
	_____	
(d)	_____	_____
	_____	

As of the date hereof there are _____ (_____) ownership interests authorized and there are _____ (_____) ownership interests which are issued and outstanding There are no other authorized classes of shares

_____ Individually
ASSIGNEE

Date _____

_____ Individually
ASSIGNEE

Date _____

_____ Individually
ASSIGNEE

Date _____

_____, Individually
ASSIGNEE

Date _____

EXHIBIT D

TURF TAMER STAND-ON APPLICATOR EQUIPMENT LEASE AGREEMENT

Lease No.: _____

Franchise Name: Lawn Doctor of _____

Transferred To _____

TURF TAMER STAND-ON APPLICATOR EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _____day of _____, 20_____, by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733-2092 ("Lessor") and _____, a(n) _____with its principal office at _____, _____ ("Lessee")

WITNESSETH:

In consideration of the rent to be paid to Lessor and the mutual covenants and agreements hereinafter set forth, the parties mutually agree as follows

1. AGREEMENT TO LEASE.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one (1) LAWN DOCTOR® Turf Tamer® Stand-On Applicator (Serial Number _____) together with all accessories and components affixed or related thereto (the "Equipment") At Lessor's option any or all of the Equipment may be new and unused or used and fully reconditioned All reconditioned Equipment shall be equivalent to new Equipment in function and appearance Lessee is leasing the Equipment in connection with the operation of its LAWN DOCTOR business primarily within the "Area of Primary Responsibility" described in that certain Franchise Agreement between Lessor and Lessee dated _____ (the "Franchise Agreement") Lessee shall not use the Equipment in any business or manner other than in the conduct of its LAWN DOCTOR business pursuant to the Franchise Agreement

2. DELIVERY

Lessor will deliver, and Lessee agrees to take possession of, the Equipment at Lessor's principal office or the manufacturing or assembly facility at which the manufacture or reconditioning of the Equipment is completed Lessor agrees to exert its best efforts to effect delivery of the Equipment on or before _____, 20__ Said delivery date is approximate and Lessor shall not be liable to Lessee for any loss of business or otherwise due to a

delay in delivery which is not willful or grossly negligent Lessor assumes all risk of loss until delivery

3 TERM.

The term of this Lease is seven (7) years commencing upon the date of delivery of the Equipment to Lessee

4 RENT

Lessee shall pay to Lessor as rent for such Equipment (1) a lump sum payment of Sixteen Thousand Two Hundred Fifty Dollars and No Cents ($16,250 00), plus sales tax, upon the execution of this Lease, or (2) an amount equal to Twenty Two Thousand Four Hundred Seventy Eight Dollars and Forty Eight Cents ($22,478 48), plus sales tax, payable as follows Three Thousand Three Hundred Fifty Dollars and No Cents ($3,350 00), plus sales tax, upon execution of this Lease, the remainder to be paid in eighty four (84) equal monthly installments of Two Hundred Twenty Seven Dollars and Seventy Two Cents ($227 72), plus sales tax, commencing on the tenth (10th) day of each month, commencing on _____, 20____ and ending _____, 20_____

All amounts which Lessee owes to Lessor shall bear interest after the due date at the highest applicable legal rate for open account business credit in the state of Lessee's domicile, not to exceed one and one-half percent (1 5%) per month Lessee acknowledges that this shall not constitute Lessor's agreement to accept such payments after same is due or a commitment by Lessor to extend credit to, or otherwise finance Lessee's LAWN DOCTOR business

5. EXPIRATION OF THE LEASE

Upon expiration of this Lease, Lessee shall have the right to exercise one of the following options

(a) Lessee may return the Equipment and enter into a new lease agreement with Lessor under the then-current form of lease agreement used by Lessor In the event Lessee exercises this option, the new equipment will be delivered in exchange for the old Equipment, provided that Lessee pays applicable rent as specified therein, or

(b) Lessee may retain the Equipment leased hereunder for an additional seven (7) year period without any further obligation for rent to Lessor, provided that for and in consideration of such arrangement Lessee agrees to execute the then-current lease agreement at Lessor's sole discretion, provided, however, that Lessee shall not be required to make any additional payments to Lessor in connection with such lease agreement

6. LESSOR'S WARRANTIES

Lessor warrants that it has the right to lease the Equipment to Lessee, and that at the time of delivery the Equipment will be free of all liens and encumbrances other than a security interest

given to, or a lease-financing agreement with, a lending institution Lessor shall repair or supply replacements for all defective parts of the Equipment as Lessor in its sole discretion deems necessary upon inspection This warranty does not cover or extend to any part damaged by improper maintenance or use of the Equipment Lessee shall pay all labor charges incurred in replacing defective parts EXCEPT AS OTHERWISE PROVIDED HEREIN, LESSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF ANY ASPECT OF THE EQUIPMENT LESSEE HAS MADE AN INDEPENDENT INVESTIGATION OF THE EQUIPMENT AND IN ENTERING INTO THIS LEASE HAS RELIED SOLELY UPON HIS OWN INVESTIGATION AND HAS PLACED NO RELIANCE UPON, NOR HAS HE ACTED UPON, ANY REPRESENTATIONS OR WARRANTIES OF LESSOR OR LESSOR'S AGENTS WHICH ARE NOT SPECIFICALLY SET FORTH HEREIN LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY INADEQUACY, DEFECT OR DEFICIENCY RELATING TO THE EQUIPMENT LESSEE'S RECOURSE FOR ANY SUCH ACTUAL OR ALLEGED CLAIM, LOSS, DAMAGE OR EXPENSE SHALL BE LIMITED TO THE RETURN OF THE EQUIPMENT TO LESSOR AND TERMINATION OF THIS LEASE FURTHER, THIS WARRANTY DOES NOT COVER OR EXTEND TO ANY LOSS OF BUSINESS OR OTHER COSTS INCURRED BY LESSEE DUE TO THE USE OF THE EQUIPMENT, NOR DOES IT COVER OR EXTEND TO ANY PART DAMAGED BY IMPROPER MAINTENANCE OR OPERATION OF THE EQUIPMENT

7 MAINTENANCE, REPAIR AND RETURN.

Lessee shall, at his sole expense, keep the Equipment clean and in good repair, condition and working order and free from dents, rust and any other damage or deterioration and shall promptly replace or repair all damaged parts and accessories Lessee shall purchase replacement parts and accessories exclusively from Lessor at Lessor's cost plus a reasonable handling charge or replacement parts and accessories of approved manufacturers Such parts and accessories shall be deemed to be the sole property of Lessor Replacement of defective and damaged parts and other repairs to the Equipment shall be effected strictly as prescribed in the applicable Equipment manuals Upon expiration or termination of this Lease, Lessee shall immediately disassemble the Equipment as prescribed in the applicable Equipment manuals and crate and ship the Equipment to a location designated by Lessor in clean and good condition, repair and working order, and free from dents, rust and all other damage and deterioration, excepting only ordinary wear and tear Lessee agrees to pay the cost of any parts or labor required to place the Equipment in such condition Lessor shall pay the cost of disassembly, crating and transport At Lessor's request, Lessee shall store the disassembled and crated Equipment without charge for a reasonable period, not to exceed six (6) months and will exercise reasonable care to safeguard such stored Equipment

8. ALTERATIONS.

Lessee may not make any alterations, modifications, additions, subtractions or improvements to the Equipment without Lessor's prior written consent (the "Alterations") If

Lessor consents to any Alterations, any such Alterations shall become the property of Lessor and shall be deemed to be a part of the Equipment

9. TITLE.

The Equipment shall at all times be the sole property of Lessor, and Lessee shall have no proprietary interest therein except the right to use the Equipment during the term of this Lease and any extensions thereof Title to the Equipment shall at all times remain exclusively with Lessor (or its lessor under a lease-financing agreement) Lessee, at his sole cost and expense, shall protect and defend Lessor's title in and/or rights to the Equipment and shall at all times keep the Equipment free and clear of and from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind or nature whatsoever Lessee shall not perform or permit any act or do or permit anything to be done whereby Lessor's title or rights may be encumbered or impaired Lessee shall give Lessor immediately written notice of any attempted or completed seizure by process of law or otherwise affecting or relating to the Equipment and agrees to indemnify and hold Lessor harmless from any loss or damage caused thereby Lessee shall cooperate with Lessor to file, register or record this Lease and/or any memorandum or notice thereof in such governmental offices as Lessor may determine or wherever Lessor determines the same to be required or permitted by and advisable under law, for the proper protection of Lessor's (or its lessor's) title to the Equipment No name plates, labels, identifying numbers, trade names, trademarks or other commercial symbols identifying Lessor or any other company or in any way indicating Lessor's (or its lessor's) title to the Equipment may be removed, changed, covered, obliterated or obscured in any manner Upon request of Lessor, Lessee shall affix to the Equipment in the place designated by Lessor such identifying plates as are supplied by Lessor

10 DAMAGE AND DESTRUCTION.

No loss of the Equipment or any part thereof due to theft or any other cause, and no damage to or destruction of the Equipment or any part thereof from fire, collision, vandalism, lightning, windstorm or any other cause shall excuse Lessee of any of the obligations under this Lease (including the obligation to pay rent) Lessee agrees, at his sole expense, to maintain insurance on behalf of and payable to Lessor, for the full replacement value of the Equipment and all related accessories and components, against loss, damage or destruction from theft, fire, collision, vandalism, lightning, windstorm and other peril generally included in a broad form extended coverage insurance, for the full insurable value of the Equipment as specified by Lessor, subject to a deductible amount not to exceed One Thousand Dollars ($1,000 00) Lessee shall be responsible for any loss, damage or destruction not covered by such insurance, including any deductible amount Lessee shall report any loss, damage or destruction to Lessor within forty eight (48) hours after it becomes known or should have become known to Lessee In the event of such loss, damage or destruction, upon written notice thereof, Lessor shall replace such lost, damaged or destroyed Equipment or component thereof Lessee shall return to Lessor, at Lessee's expense, any salvageable parts of any destroyed Equipment "Destruction" shall mean damage to the Equipment or any component thereof for which the cost of repair equals or exceeds fifty percent (50%) of the insurable value of the Equipment or part thereof Notwithstanding the foregoing, Lessor may at its option replace the lost, damaged or destroyed Equipment with equipment currently being provided to new franchisees

11. LIABILITY INSURANCE.

During the term of this Lease, Lessee, at its sole expense, shall maintain in force for the benefit of Lessor and Lessee, the following insurance, all to be obtained from insurance companies rated A- VII or better by Alfred M Best & Company, Inc comprehensive general liability insurance (including products and completed operations liability) on an occurrence basis against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the use of the Equipment and any products or materials used in conjunction with the operation of the Equipment Such insurance shall afford protection at minimum limits of One Million Dollars ($1,000,000) combined single limit each occurrence, Two Million Dollars ($2,000,000) combined single limit aggregate, One Million Dollars ($1,000,000) combined single limit products and completed operations aggregate, and shall contain all standard comprehensive or commercial general liability broad form terms and conditions Coverage for application of herbicides must be included All policies shall provide for ten (10) days' notice to Lessor prior to cancellation for any cause Lessee and Lessor shall be named insured on all such policies

12 EVIDENCE OF INSURANCE

Annually, Lessee must obtain from its insurance agent and provide to Lessor evidence of insurance on an ACORD form 25-S (or other form specified by Lessor) and name Lessor as an additional insured with respect to the Equipment Lessee also must obtain from its insurance agent and provide to Lessor a valid Evidence of Property Insurance on an ACORD form 27 (or other form specified by Lessor) listing the Equipment and amounts of insurance If Lessor so requires, such insurance policy or policies shall be held by it or by such lending institution If Lessee fails or refuses to maintain required insurance coverage in full force and effect or to furnish satisfactory evidence thereof, Lessor, at its option and in addition to any other rights and remedies it may have, may obtain such insurance coverage on behalf of Lessee and Lessee shall fully cooperate with Lessor in its effort to obtain such insurance policies and pay to Lessor, on demand, any costs and premiums incurred by Lessor All amounts expended by Lessor in connection therewith shall be deemed additional rent due from Lessee

13 INSPECTION

Lessor shall have the right at any time during business hours to enter the premises where the Equipment is located for the purpose of inspecting the Equipment

14. INDEMNITIES.

Lessee agrees to indemnify and hold harmless Lessor, its shareholders, directors, officers, employees, agents, successors and assigns from and against any liability for all losses, damages, injuries, claims, demands, taxes, costs and expenses (including without limitation reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) directly or indirectly arising out of or relating to the use, operation or condition of the Equipment or any chemical or other products or materials used in conjunction with the operation of the Equipment regardless of where, how,

and by whom used Lessee shall assume the cost of defense of all suits and other legal proceedings brought to enforce liability for any such losses, damages, injuries, claims or demands and shall pay all judgments entered in any such suits or other legal proceedings The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or termination of this Lease, whether by lapse of time, by operation of law or otherwise

15. TAXES.

All taxes, fees and similar charges, including without limitation personal property taxes imposed on the ownership, possession or use of the Equipment during the term of this Lease, shall be paid by Lessee If Lessor is, in its sole discretion, at any time obligated to pay any such tax, the amount of any such tax and any interest or penalties thereon shall become additional rent due hereunder, payable by Lessee to Lessor on demand

16 ASSIGNMENT.

A. BY LESSOR

Lessee agrees that Lessor may, without prior notice to Lessee, assign all right, title and interest of Lessor in and to the Equipment, this Lease and/or all rents due or to become due to Lessor hereunder, including any security deposit and the right to apply the same to the payment of any obligation to Lessor hereunder, and Lessee agrees to recognize such assignment Following such assignment the term "Lessor" herein shall be deemed to include or refer to Lessor's assignee No lending institution assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease If Lessor defaults in the performance of the terms and conditions of this Lease, or otherwise breaches any provisions of this Lease, Lessee may not, as to the assignee, terminate this Lease, nor shall Lessee's obligation to pay rent under this Lease be subject to any diminution or right of set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of Lessor hereunder or by reason of any other liability at any time owing by Lessor to Lessee Nothing herein contained shall be deemed to release Lessor from its obligations to Lessee hereunder Notwithstanding any of the foregoing, so long as the terms of this Lease are performed by Lessee, no such lending institution shall interfere with Lessee's rights under this Lease

B. BY LESSEE.

Lessee may not assign this Lease or grant any sublease hereunder nor shall this Lease, the Equipment or any rights granted hereunder inure to the benefit of any trustee in bankruptcy, receiver, creditor or successor to Lessee or his property, whether by operation of law or otherwise, without the prior written consent of Lessor

17 DEFAULT AND TERMINATION.

This Lease shall automatically terminate upon delivery of notice of termination to Lessee, if Lessee (1) fails to pay any installment or rent due hereunder within ten (10) days after the date

on which same becomes due, (2) breaches or fails to observe or perform any of his other obligations hereunder and such breach or failure continues for fifteen (15) days after notice in writing to Lessee of the existence of such breach or failure, (3) Lessee is adjudicated a bankrupt, is the subject of any proceeding under federal or state insolvency law, suspends business, becomes insolvent, makes an assignment for the benefit of creditors or enters into or petitions for a creditor's arrangement, or (4) the Franchise Agreement between Lessor and Lessee is terminated pursuant to the terms and conditions of the Franchise Agreement for the operation of a LAWN DOCTOR business Upon such termination, the Equipment and all rights of Lessee thereto shall be surrendered to Lessor and all rental and other payments shall become immediately due and owing to Lessor Lessor or its agent(s) may take possession of the Equipment, with or without process of law, and for this purpose may enter upon any premises of Lessee without liability to Lessee and remove the Equipment Repossession of the Equipment shall not bar an action by Lessor against Lessee for damages, injunction or specific performance Further, the entry of judgment against Lessee shall not bar Lessor's right to repossess the Equipment All rights and remedies conferred upon Lessor by this Lease or by law shall be cumulative and in addition to any other right and remedy available to Lessor

18 ENFORCEMENT.

In addition to and not in lieu of all rights it may have at law to enforce the provisions of this Lease and the obligations of Lessee hereunder, Lessee agrees to entry without prior notice or bond of temporary and permanent injunctions and orders of specific performance enforcing any of the provisions of this Lease, and further agrees to pay to Lessor an amount equal to the aggregate of its costs of obtaining any such relief, including without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages incurred by Lessor as a result of the breach of any provisions hereof, including without limitation, all costs incurred by Lessor in repossessing, transporting, reconditioning and re-leasing the Equipment

19 WAIVER.

Lessor and Lessee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Lease, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver Any waiver granted by Lessor shall be without prejudice to any other rights Lessor may have, will be subject to continuing review by Lessor, and may be revoked, in Lessor's sole discretion, at any time and for any reason, effective upon delivery to Lessee of ten (10) days' prior written notice Lessor and Lessee shall not be deemed to have waived or impaired any right, power or option reserved by this Lease (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate the Lease prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof, any failure, refusal or neglect of Lessor or Lessee to exercise any right under this Lease or to insist upon exact compliance by the other with its obligations hereunder

20. FILING

Lessee hereby irrevocably authorizes Lessor at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statements and amendments covering the Equipment, naming Lessee as debtor and Lessor as secured party Lessee agrees to meet all requirements necessary to perfect the interest of Lessor in the Equipment in any jurisdiction, including the signing of all financing statements and continuations thereof and other documents as Lessor may from time to time require

21. NOTICES.

All notices to Lessor shall be in writing and shall be sent by a commercial carrier service for next business day delivery, or Registered or Certified Mail, postage prepaid, addressed to its principal office or at such other address as Lessor shall from time to time designate in writing All notices to Lessee shall be in writing and shall be sent by a commercial carrier service for next business day delivery, or Registered or Certified Mail, postage prepaid, addressed to Lessee at his principal office or at such other address as Lessee shall from time to time designate

22 MISCELLANEOUS.

Section and paragraph titles are used for convenience only and are not a part of the text hereof All terms used in any number or gender shall extend to, mean, and include any other number and gender as the facts, context, or sense of this Lease or any paragraph or section hereof may require Anything herein to the contrary notwithstanding, Lessee shall use and maintain the Equipment in a lawful manner and so as not to violate any law or regulation of the state, city or other political subdivisions in which Lessee uses the Equipment or of the United States

This Lease may be executed in multiple copies, each of which shall be deemed an original

23. PARTNERSHIP/CORPORATION.

If Lessee becomes a partnership, corporation, limited liability company, or other entity or if this Lease is assigned to an entity, all general partners, shareholders of voting stock (including securities convertible thereto), members or other owners shall execute this Lease and be bound jointly and severally by all provisions hereof The signatories to this Lease from time to time represent and warrant that they are the sole proprietor of Lessee or all of the persons required to sign this Lease pursuant to this paragraph

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written

LESSOR
LAWN DOCTOR, INC

By_____
Its Chief Executive Officer,
SCOTT D FRITH

ATTEST:

By_____
Its Secretary,
JOHN MISKIN

LESSEE(S)

_____

By_____
Its _____

By_____
Its _____

ATTEST.

By_____
Its _____

EXHIBIT E

TURF TAMER POWER SEEDER EQUIPMENT LEASE AGREEMENT

Lease No.: _____

Franchise Name: Lawn Doctor of _____

Transferred To: _____

TURF TAMER POWER SEEDER EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _____day of _____, 20_____, by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733-2092 ("Lessor") and _____, a(n) _____with its principal office at _____, _____ ("Lessee")

WITNESSETH:

In consideration of the rent to be paid to Lessor and the mutual covenants and agreements hereinafter set forth, the parties mutually agree as follows

1. AGREEMENT TO LEASE

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one (1) LAWN DOCTOR® Turf Tamer® Power Seeder (Serial Number _____) together with all accessories and components affixed or related thereto (the "Equipment") At Lessor's option any or all of the Equipment may be new and unused or used and fully reconditioned All reconditioned Equipment shall be equivalent to new Equipment in function and appearance Lessee is leasing the Equipment in connection with the operation of its LAWN DOCTOR business primarily within the "Area of Primary Responsibility" described in that certain Franchise Agreement between Lessor and Lessee dated _____, (the "Franchise Agreement") Lessee shall not use the Equipment in any business or manner other than in the conduct of its LAWN DOCTOR business pursuant to the Franchise Agreement

2. DELIVERY

Lessor will deliver, and Lessee agrees to take possession of, the Equipment at Lessor's principal office or the manufacturing or assembly facility at which the manufacture or reconditioning of the Equipment is completed Lessor agrees to exert its best efforts to effect delivery of the Equipment on or before _____, 20_____ Said delivery date is approximate and Lessor shall not be liable to Lessee for any loss of business or otherwise due to a delay in delivery which is not willful or grossly negligent Lessor assumes all risk of loss until delivery

3 TERM.

The term of this Lease is six (6) years commencing upon the date of delivery of the Equipment to Lessee

4. RENT

Lessee shall pay to Lessor as rent for such Equipment (1) a lump sum payment of Thirteen Thousand Two Hundred Fifty Dollars and No Cents ($13,250 00), plus sales tax, upon execution of this Lease, or (2) an amount equal to Seventeen Thousand Four Hundred Seven Dollars and Fifty Two Cents ($17,407 52), plus sales tax payable as follows Three Thousand Fifty Dollars and No Cents ($3,050 00), plus sales tax, upon execution of this Lease, the remainder to be paid in seventy two (72) equal monthly installments of One Hundred Ninety Nine Dollars and Forty One Cents ($199 41), plus sales tax, commencing on the tenth (10th) day of each month, commencing on _____, 20____ and ending _____, 20____

All amounts which Lessee owes to Lessor shall bear interest after the due date at the highest applicable legal rate for open account business credit in the state of Lessee's domicile, not to exceed one and one-half percent (1 5%) per month Lessee acknowledges that this shall not constitute Lessor's agreement to accept such payments after same is due or a commitment by Lessor to extend credit to, or otherwise finance Lessee's LAWN DOCTOR business

5 EXPIRATION OF THE LEASE.

Upon expiration of this Lease, Lessee shall have the right to exercise one of the following options

(a) Lessee may return the Equipment and enter into a new lease agreement with Lessor under the then-current form of lease agreement used by Lessor In the event Lessee exercises this option, the new equipment will be delivered in exchange for the old Equipment, provided that Lessee pays applicable rent as specified therein, or

(b) Lessee may retain the Equipment leased hereunder for an additional six (6) year period without any further obligation for rent to Lessor, provided that for and in consideration of such arrangement Lessee agrees to execute the then-current lease agreement at Lessor's sole discretion, provided, however, that Lessee shall not be required to make any additional rent payments to Lessor in connection with such lease agreement

6 LESSOR'S WARRANTIES

Lessor warrants that it has the right to lease the Equipment to Lessee, and that at the time of delivery the Equipment will be free of all liens and encumbrances other than a security interest given to, or a lease-financing agreement with, a lending institution Lessor shall repair or supply replacements for all defective parts of the Equipment as Lessor in its sole discretion deems necessary upon inspection

This warranty does not cover or extend to any part damaged by improper maintenance or use of the Equipment Lessee shall pay all labor charges incurred in replacing defective parts EXCEPT AS OTHERWISE PROVIDED HEREIN, LESSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF ANY ASPECT OF THE EQUIPMENT LESSEE HAS MADE AN INDEPENDENT INVESTIGATION OF THE EQUIPMENT AND IN ENTERING INTO THIS LEASE HAS RELIED SOLELY UPON HIS OWN INVESTIGATION AND HAS PLACED NO RELIANCE UPON, NOR HAS HE ACTED UPON, ANY REPRESENTATIONS OR WARRANTIES OF LESSOR OR LESSOR'S AGENTS WHICH ARE NOT SPECIFICALLY SET FORTH HEREIN LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY INADEQUACY, DEFECT OR DEFICIENCY RELATING TO THE EQUIPMENT LESSEE'S RECOURSE FOR ANY SUCH ACTUAL OR ALLEGED CLAIM, LOSS, DAMAGE OR EXPENSE SHALL BE LIMITED TO THE RETURN OF THE EQUIPMENT TO LESSOR AND TERMINATION OF THIS LEASE FURTHER, THIS WARRANTY DOES NOT COVER OR EXTEND TO ANY LOSS OF BUSINESS OR OTHER COSTS INCURRED BY LESSEE DUE TO THE USE OF THE EQUIPMENT, NOR DOES IT COVER OR EXTEND TO ANY PART DAMAGED BY IMPROPER MAINTENANCE OR OPERATION OF THE EQUIPMENT

7. MAINTENANCE, REPAIR AND RETURN.

Lessee shall, at his sole expense, keep the Equipment clean and in good repair, condition and working order and free from dents, rust and any other damage or deterioration and shall promptly replace or repair all damaged parts and accessories Lessee shall purchase replacement parts and accessories exclusively from Lessor at Lessor's cost plus a reasonable handling charge or replacement parts and accessories of approved manufacturers Such parts and accessories shall be deemed to be the sole property of Lessor Replacement of defective and damaged parts and other repairs to the Equipment shall be effected strictly as prescribed in the applicable Equipment manuals Upon expiration or termination of this Lease, Lessee shall immediately disassemble the Equipment as prescribed in the applicable Equipment manuals and crate and ship the Equipment to a location designated by Lessor in clean and good condition, repair and working order, and free from dents, rust and all other damage and deterioration, excepting only ordinary wear and tear Lessee agrees to pay the cost of any parts or labor required to place the Equipment in such condition Lessor shall pay the cost of disassembly, crating and transport At Lessor's request, Lessee shall store the disassembled and crated Equipment without charge for a reasonable period, not to exceed six (6) months and will exercise reasonable care to safeguard such stored Equipment

8 ALTERATIONS

Lessee may not make any alterations, modifications, additions, subtractions or improvements to the Equipment without Lessor's prior written consent (the "Alterations") If Lessor consents to any Alterations, any such Alterations shall become the property of Lessor and shall be deemed to be a part of the Equipment

9. TITLE.

The Equipment shall at all times be the sole property of Lessor, and Lessee shall have no proprietary interest therein except the right to use the Equipment during the term of this Lease and any extensions thereof Title to the Equipment shall at all times remain exclusively with Lessor (or its lessor under a lease-financing agreement) Lessee, at his sole cost and expense, shall protect and defend Lessor's title in and/or rights to the Equipment and shall at all times keep the Equipment free and clear of and from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind or nature whatsoever Lessee shall not perform or permit any act or do or permit anything to be done whereby Lessor's title or rights may be encumbered or impaired Lessee shall give Lessor immediately written notice of any attempted or completed seizure by process of law or otherwise affecting or relating to the Equipment and agrees to indemnify and hold Lessor harmless from any loss or damage caused thereby Lessee shall cooperate with Lessor to file, register or record this Lease and/or any memorandum or notice thereof in such governmental offices as Lessor may determine or wherever Lessor determines the same to be required or permitted by and advisable under law, for the proper protection of Lessor's (or its lessor's) title to the Equipment No name plates, labels, identifying numbers, trade names, trademarks or other commercial symbols identifying Lessor or any other company or in any way indicating Lessor's (or its lessor's) title to the Equipment may be removed, changed, covered, obliterated or obscured in any manner Upon request of Lessor, Lessee shall affix to the Equipment in the place designated by Lessor such identifying plates as are supplied by Lessor

10 DAMAGE AND DESTRUCTION.

No loss of the Equipment or any part thereof due to theft or any other cause, and no damage to or destruction of the Equipment or any part thereof from fire, collision, vandalism, lightning, windstorm or any other cause shall excuse Lessee of any of the obligations under this Lease (including the obligation to pay rent) Lessee agrees, at his sole expense, to maintain insurance on behalf of and payable to Lessor, for the full replacement value of the Equipment and all related accessories and components, against loss, damage or destruction from theft, fire, collision, vandalism, lightning, windstorm and other peril generally included in a broad form extended coverage insurance, for the full insurable value of the Equipment as specified by Lessor, subject to a deductible amount not to exceed One Thousand Dollars ($1,000 00) Lessee shall be responsible for any loss, damage or destruction not covered by such insurance, including any deductible amount Lessee shall report any loss, damage or destruction to Lessor within forty eight (48) hours after it becomes known or should have become known to Lessee In the event of such loss, damage or destruction, upon written notice thereof, Lessor shall replace such lost, damaged or destroyed Equipment or component thereof Lessee shall return to Lessor, at Lessee's expense, any salvageable parts of any destroyed Equipment "Destruction" shall mean damage to the Equipment or any component thereof for which the cost of repair equals or exceeds fifty percent (50%) of the insurable value of the Equipment or part thereof Notwithstanding the foregoing, Lessor may at its option replace the lost, damaged or destroyed Equipment with equipment currently being provided to new franchisees

11. LIABILITY INSURANCE

During the term of this Lease, Lessee, at its sole expense, shall maintain in force for the benefit of Lessor and Lessee, the following insurance, all to be obtained from insurance companies rated A- VII or better by Alfred M Best & Company, Inc comprehensive general liability insurance (including products and completed operations liability) on an occurrence basis against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the use of the Equipment and any products or materials used in conjunction with the operation of the Equipment Such insurance shall afford protection at minimum limits of One Million Dollars ($1,000,000) combined single limit each occurrence, Two Million Dollars ($2,000,000) combined single limit aggregate, One Million Dollars ($1,000,000) combined single limit products and completed operations aggregate, and shall contain all standard comprehensive or commercial general liability broad form terms and conditions Coverage for application of herbicides must be included All policies shall provide for ten (10) days' notice to Lessor prior to cancellation for any cause Lessee and Lessor shall be named insured on all such policies

12. EVIDENCE OF INSURANCE.

Annually, Lessee must obtain from its insurance agent and provide to Lessor evidence of insurance on an ACORD form 25-S (or other form specified by Lessor) and name Lessor as an additional insured with respect to the Equipment Lessee also must obtain from its insurance agent and provide to Lessor a valid Evidence of Property Insurance on an ACORD form 27 (or other form specified by Lessor) listing the Equipment and amounts of insurance If Lessor so requires, such insurance policy or policies shall be held by it or by such lending institution If Lessee fails or refuses to maintain required insurance coverage in full force and effect or to furnish satisfactory evidence thereof, Lessor, at its option and in addition to any other rights and remedies it may have, may obtain such insurance coverage on behalf of Lessee and Lessee shall fully cooperate with Lessor in its effort to obtain such insurance policies and pay to Lessor, on demand, any costs and premiums incurred by Lessor All amounts expended by Lessor in connection therewith shall be deemed additional rent due from Lessee

13. INSPECTION

Lessor shall have the right at any time during business hours to enter the premises where the Equipment is located for the purpose of inspecting the Equipment

14 INDEMNITIES.

Lessee agrees to indemnify and hold harmless Lessor, its shareholders, directors, officers, employees, agents, successors and assigns from and against any liability for all losses, damages, injuries, claims, demands, taxes, costs and expenses (including without limitation reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) directly or indirectly arising out of or relating to the use, operation or condition of the Equipment or any chemical or other products or materials used in conjunction with the operation of the Equipment regardless of where, how, and by whom used Lessee

shall assume the cost of defense of all suits and other legal proceedings brought to enforce liability for any such losses, damages, injuries, claims or demands and shall pay all judgments entered in any such suits or other legal proceedings The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or termination of this Lease, whether by lapse of time, by operation of law or otherwise

15. TAXES

All taxes, fees and similar charges, including without limitation personal property taxes imposed on the ownership, possession or use of the Equipment during the term of this Lease, shall be paid by Lessee If Lessor is, in its sole discretion, at any time obligated to pay any such tax, the amount of any such tax and any interest or penalties thereon shall become additional rent due hereunder, payable by Lessee to Lessor on demand

16 ASSIGNMENT

A. BY LESSOR.

Lessee agrees that Lessor may, without prior notice to Lessee, assign all right, title and interest of Lessor in and to the Equipment, this Lease and/or all rents due or to become due to Lessor hereunder, including any security deposit and the right to apply same to the payment of any obligation to Lessor hereunder, and Lessee agrees to recognize such assignment Following such assignment the term "Lessor" herein shall be deemed to include or refer to Lessor's assignee No lending institution assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease If Lessor defaults in the performance of the terms and conditions of this Lease, or otherwise breaches any provisions of this Lease, Lessee may not, as to the assignee, terminate this Lease, nor shall Lessee's obligation to pay rent under this Lease be subject to any diminution or right of set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of Lessor hereunder or by reason of any other liability at any time owing by Lessor to Lessee Nothing herein contained shall be deemed to release Lessor from its obligations to Lessee hereunder Notwithstanding any of the foregoing, so long as the terms of this Lease are performed by Lessee, no such lending institution shall interfere with Lessee's rights under this Lease

B. BY LESSEE

Lessee may not assign this Lease or grant any sublease hereunder nor shall this Lease, the Equipment or any rights granted hereunder inure to the benefit of any trustee in bankruptcy, receiver, creditor or successor to Lessee or his property, whether by operation of law or otherwise, without the prior written consent of Lessor

17 DEFAULT AND TERMINATION.

This Lease shall automatically terminate upon delivery of notice of termination to Lessee, if Lessee (1) fails to pay any installment or rent due hereunder within ten (10) days after the date on which same becomes due, (2) breaches or fails to observe or perform any of his other obligations

hereunder and such breach or failure continues for fifteen (15) days after notice in writing to Lessee of the existence of such breach or failure, (3) Lessee is adjudicated a bankrupt, is the subject of any proceeding under federal or state insolvency law, suspends business, becomes insolvent, makes an assignment for the benefit of creditors or enters into or petitions for a creditor's arrangement, or (4) the Franchise Agreement between Lessor and Lessee is terminated pursuant to the terms and conditions of the Franchise Agreement for the operation of a LAWN DOCTOR business Upon such termination, the Equipment and all rights of Lessee thereto shall be surrendered to Lessor and all rental and other payments shall become immediately due and owing to Lessor Lessor or its agent(s) may take possession of the Equipment, with or without process of law, and for this purpose may enter upon any premises of Lessee without liability to Lessee and remove the Equipment Repossession of the Equipment shall not bar an action by Lessor against Lessee for damages, injunction or specific performance Further, the entry of judgment against Lessee shall not bar Lessor's right to repossess the Equipment All rights and remedies conferred upon Lessor by this Lease or by law shall be cumulative and in addition to any other right and remedy available to Lessor

18 ENFORCEMENT

In addition to and not in lieu of all rights it may have at law to enforce the provisions of this Lease and the obligations of Lessee hereunder, Lessee agrees to entry without prior notice or bond of temporary and permanent injunctions and orders of specific performance enforcing any of the provisions of this Lease, and further agrees to pay to Lessor an amount equal to the aggregate of its costs of obtaining any such relief, including without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages incurred by Lessor as a result of the breach of any provisions hereof, including without limitation, all costs incurred by Lessor in repossessing, transporting, reconditioning and re-leasing the Equipment

19. WAIVER.

Lessor and Lessee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Lease, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver Any waiver granted by Lessor shall be without prejudice to any other rights Lessor may have, will be subject to continuing review by Lessor, and may be revoked, in Lessor's sole discretion, at any time and for any reason, effective upon delivery to Lessee of ten (10) days' prior written notice Lessor and Lessee shall not be deemed to have waived or impaired any right, power or option reserved by this Lease (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate the Lease prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof, any failure, refusal or neglect of Lessor or Lessee to exercise any right under this Lease or to insist upon exact compliance by the other with its obligations hereunder

20. FILING.

Lessee hereby irrevocably authorizes Lessor at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statements and amendments covering the Equipment, naming Lessee as debtor and Lessor as secured party Lessee agrees to meet all requirements necessary to perfect the interest of Lessor in the Equipment in any jurisdiction, including the signing of all financing statements and continuations thereof and other documents as Lessor may from time to time require

21 NOTICES

All notices to Lessor shall be in writing and shall be sent by a commercial carrier service for next business day delivery, or Registered or Certified Mail, postage prepaid, addressed to its principal office or at such other address as Lessor shall from time to time designate in writing All notices to Lessee shall be in writing and shall be sent by a commercial carrier service for next business day delivery, or Registered or Certified Mail, postage prepaid, addressed to Lessee at his principal office or at such other address as Lessee shall from time to time designate

22 MISCELLANEOUS.

Section and paragraph titles are used for convenience only and are not a part of the text hereof All terms used in any number or gender shall extend to, mean, and include any other number and gender as the facts, context, or sense of this Lease or any paragraph or section hereof may require Anything herein to the contrary notwithstanding, Lessee shall use and maintain the Equipment in a lawful manner and so as not to violate any law or regulation of the state, city or other political subdivisions in which Lessee uses the Equipment or of the United States

This Lease may be executed in multiple copies, each of which shall be deemed an original

23 PARTNERSHIP/CORPORATION.

If Lessee becomes a partnership, corporation, limited liability company, or other entity or if this Lease is assigned to an entity, all general partners, shareholders of voting stock (including securities convertible thereto), members or other owners shall execute this Lease and be bound jointly and severally by all provisions hereof The signatories to this Lease from time to time represent and warrant that they are the sole proprietor of Lessee or all of the persons required to sign this Lease pursuant to this paragraph

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written

LESSOR
LAWN DOCTOR, INC

By_____
Its Chief Executive Officer,
SCOTT D FRITH

ATTEST:

By_____
Its Secretary,
JOHN MISKIN

LESSEE(S)
_____

By_____
Its _____

By_____
Its _____

ATTEST:

By_____
Its _____

EXHIBIT F

PROMISSORY NOTE

PROMISSORY NOTE

$_____ _____, 20___
Holmdel, New Jersey

For value received _____ (the "Maker"), promises to pay to the order of **LAWN DOCTOR, INC.**, a New Jersey corporation, (the "Payee") the principal the sum of _____ Dollars ($_____) (the "Principal Amount") in _____ (____) equal consecutive monthly installments, each of which shall be in the principal amount of _____ Dollars ($_____) The first such installment shall be due and payable on _____ ___, 20___, with successive installments due and payable on the first day of each successive month (each a "Payment Date") However, Maker will not make a payments in the months of _____ and _____ _____ The last installment will be due and payable on _____ 1, 20____

The Maker also promises to pay to the Payee on each Payment Date interest that has accrued on the unpaid balance of the principal amount hereof during the period commencing on the immediately preceding Payment Date (or, in case of the first Payment Date, the date hereof) and ending on such Payment Date at the rate of interest equal to the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate permitted under applicable law

The entire principal balance hereof and accrued interest hereon shall be due and payable in full on the last Payment Date

This Note may be prepaid by Maker, in whole or in part at any time and from time to time, without premium or penalty Any voluntary prepayment shall be first applied to accrued interest and any remaining amounts shall be applied to reduce the principal payable hereunder in the direct order of the maturity of such principal payments

The occurrence of any one of the following events shall constitute a default by Maker ("Event of Default") under this Note

1 Maker's failure to pay any amounts due hereunder on the due date therefor which failure shall not be cured within fifteen (15) days from the date on which Maker receives written notice thereof, or

2 Maker defaults under any of the terms, covenants or conditions contained in the Lawn Doctor Franchise Agreement between Maker and Payee (the said covenants, terms, provisions, and conditions and all matters and things are incorporated hereby as if fully set forth herein), or

3 The Lawn Doctor Franchise Agreement between Maker and Payee is terminated by either party or expires without renewal, or

4 a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed against the Maker or any guarantor which is not dismissed within thirty (30) days of its filing, or a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed by Maker or any guarantor, or Maker or any guarantor makes an assignment for the benefit of creditors

Upon the occurrence of an Event of Default hereunder, all outstanding principal and unpaid interest due hereunder shall be immediately due and payable forthwith, without notice by Payee to Maker or demand by Payee of Maker (Maker having expressly waived any and all rights to receive any such notice or demand) Further, in each instance that Maker fails to timely pay any amount due hereunder (regardless of whether Maker later cures such non-payment), Maker shall pay a late fee to Payee in the amount of Twenty Nine Dollars ($29)

All of Payee's rights and remedies under this Note are cumulative and non-exclusive No waiver by Payee of any breach hereof or default hereunder shall be deemed a waiver of any preceding or succeeding breach or default and no failure of Payee to exercise any right or privilege hereunder shall be deemed a waiver of Payee's rights to exercise the same or any other right or privilege at any subsequent time Without limiting the foregoing, the acceptance by Payee of any partial payment made hereunder after the time when any amount hereunder becomes due and payable will not establish a custom, or waive any rights of Payee to enforce prompt payment hereof

Maker, except as otherwise specifically set forth herein, for itself and for its successors, transferees, assigns and guarantors hereby irrevocably (i) waives diligence, presentment and demand for payment, protest, notice, notice of protest and nonpayment, dishonor and notice of dishonor and all other demands or notices of any kind, and (ii) agrees that this Note and any or all payments coming due hereunder may be extended from time to time in the sole discretion of Payee hereof without in any way affecting or diminishing Maker's liabilities hereunder

Maker agrees to pay, upon Payee's demand therefor, any and all costs, fees and expenses (including reasonable attorneys' fees, costs and expenses) incurred by Payee in enforcing any of Payee's rights hereunder

All payments on this Note shall be applied first to the payment of all costs, fees or other charges incurred in connection with the collection of the indebtedness evidenced hereby, next to the payment of accrued interest, if any, and then to the reduction of the principal amount

In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in the event any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then, and in either of such events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect

The validity, construction and enforceability of this Note shall be governed in all respects by the laws of the State of New Jersey, without regard to its conflict of laws rules

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Note as of the day and year first above written

ATTEST

_____ _____

EXHIBIT G

EXTRANET AGREEMENT

EXTRANET AGREEMENT

This Extranet Agreement (the "***Agreement***") is made as of _____, 20___ by and between Lawn Doctor, Inc ("***Lawn Doctor***") and _____ ("***Lawn Doctor Strategic-Partner***")

Introduction

*Lawn Doctor is offering its strategic-partners an opportunity to access Lawn Doctor's official web site (the "**Web site**") Lawn Doctor has also developed a communication network that utilizes a password protected Internet web site (the "**Extranet**") for the benefit of the Lawn Doctor system and its strategic-partners To have access privileges to use the Extranet, you must agree to the terms and conditions set forth herein and to the Terms of Use ("**TOU**") attached as Exhibit A This Agreement and the TOU establish the terms and conditions of the access privileges granted to you and anyone you so designate to use the Extranet*

The parties to this Agreement – Lawn Doctor and the Lawn Doctor Strategic-Partner – are also parties to a Franchise Agreement relating to the establishment and operation of a Lawn Doctor business at the address noted in the signature block of this Agreement

*In this Agreement, the words "**you**" and "**your**" mean the Lawn Doctor Strategic-Partner, any other person or agent logging onto the Extranet on your behalf, any other person or agent otherwise using your account password and/or any sub-account that has been created The words "**we**," "**us**" and "**our**" mean Lawn Doctor*

System Requirements

In order to use the Extranet, you will need a computer with an internet connection, current internet browser software, and other compatible software (collectively, your "***computer system***") You are solely and completely responsible for the installation, maintenance and operation of your computer system, and for all costs and expenses that you will incur in connection therewith, as well as telephone and/or cable charges incurred while connecting to the Web site, the Extranet, and for any charges by any internet provider you choose to use to gain access to the Internet and, ultimately, the Web site or the Extranet

We are not responsible for any errors or failures caused by any malfunction of your computer, and we are not responsible for any computer virus or related problems that may be associated with your use of the Extranet, the Web site or of your computer

Security

Lawn Doctor is committed to helping to keep your information private and secure However, we cannot guarantee that this will be the case You play a critical role in maintaining the security of your system By using this system, you agree to the following

- To keep your password and user ID confidential, and not to post them on or in the proximity of your computer, nor to store your password or other sensitive data on your computer You further agree not to disclose your password and/or user ID to anyone
- That your password and user ID are your authorization for using the Extranet

- To log out of the Extranet when you are finished using the service

The Extranet permits you to create sub-accounts for franchise partners and/or employees You alone are responsible for the access granted to these sub-accounts as well as for ensuring these sub-accounts do not post derogatory or defamatory statements or comments Lawn Doctor reserves the right to immediately disconnect any sub-accounts so created

The Extranet permits you to electronically communicate with us, but at present, it does not permit you to transfer money, give notices or otherwise communicate with us so as to satisfy the obligations under your Franchise Agreement or any other agreements with Lawn Doctor

Limits On Our Responsibility

We agree to make reasonable efforts to ensure the performance of the Extranet and the Web site, but we are not responsible for any losses or delays in transmission arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of the Extranet or the Web site Because some states do not allow the exclusion or limitation of liability for incidental or consequential damages, in such states our liability is limited to the extent permitted by law

Lawn Doctor makes no express or implied warranties concerning the Extranet service or the Web site, including but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement of third-party proprietary rights

Franchise Agreement

This Agreement is part of your Franchise Agreement with Lawn Doctor If you are in default under this Agreement, that will also constitute a default under your Franchise Agreement The provisions of the Franchise Agreement relating to matters such as confidential information, use of the system, use of the trademarks, and indemnity also apply to your use of the Extranet and the Web site

Changes to the Extranet and Web site

We reserve the right to change, modify or discontinue the Web site, the Extranet and/or any of its components or features from time to time

Property Rights

The Extranet, the Web site, and all rights in and to any information or data relating to the Extranet and the Web site, including the logs of "hits" by visitors, the Web pages they visited, and any personal or business data they voluntarily supply, will be owned solely by Lawn Doctor

Governing Law

This Agreement shall be governed by, and construed, exclusively in accordance with the laws of the State of New Jersey (without regard to its conflicts of laws rules) If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be

deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions

No Other Agreements

This Agreement and the exhibits hereto are the only agreements between us concerning the Extranet and the Web site, and supersede any and all prior communication on the subject matter hereof Neither of us is relying on anything other than the words of this Agreement and the exhibits hereto in deciding whether to enter into this Agreement

Amendments

This Agreement may be amended but only with both parties' written consent, however, revisions to the TOU shall be deemed to have been consented to, in writing, if you receive notice of any such changes online, and then continue to use the Extranet and/or the Web site

IN WITNESS HEREOF, and intending to be legally bound, the parties have entered into this Agreement as of the date first written above

LAWN DOCTOR, INC.

By _____
Title SCOTT D FRITH
Chief Executive Officer

STRATEGIC-PARTNER.

_____
STRATEGIC-PARTNER

_____
STRATEGIC-PARTNER

TERMS OF USE
FOR LAWN DOCTOR'S
EXTRANET FOR STRATEGIC-PARTNERS

Lawn Doctor, Inc ("***Lawn Doctor***" or "***we***" or "***us***") welcomes you to Lawn Doctor's Extranet ("***Extranet***") for its strategic-partners Please read these Terms of Use (the "***TOU***") carefully before using the Web site (the "***Site***")

By making any use of this Site (such as reading or perusing the Site's content, or downloading material from it), you will indicate your agreement to abide by these TOU If you do not agree with any of these terms, please do not use this Site or download any materials from it

We reserve the right to modify, alter or otherwise update these TOU at any time, and you agree to be bound by such modifications, alterations or updates You should review the then-current terms because they will be binding on you if you continue to use this Site after receiving notice of any such changes

Objectives

The Extranet is intended solely for the business use of Lawn Doctor, its strategic-partners and any so designated sub-accounts Any other use of the Extranet is not permitted

The TOU are designed to assist in protecting the Extranet, Lawn Doctor's strategic-partners, and other users of the Extranet from improper and/or illegal activity over the Internet You are expected to use the Extranet in a reasonable fashion and to adhere to commonly accepted practices of the Internet community

The categories listed below are intended merely to serve as guidelines regarding appropriate and inappropriate conduct This list is by no means exhaustive and should not be interpreted as such We reserve the right to take action and stop any activity that we deem to be inappropriate, derogatory or defamatory that takes place on the Extranet

While we do not intend to control or monitor your use of the Extranet or the content of your online communications, and we are not obligated to do so, we reserve the right to edit or remove content or accounts that we deem to be in violation of the TOU or that we otherwise deem harmful or offensive The TOU apply to all aspects of the Extranet, including (without limitation) e-mail, message posting, chatting and browsing

Access Rights

We are granting you the right to access the Extranet using the appropriate user ID and password You agree to accept the affirmative duty to keep your user ID and password secure, and further agree that you will not post that information anywhere in, on, or near your computer or otherwise where it can be easily found by someone else If your password is lost, stolen or otherwise compromised, you must immediately take reasonable steps to deactivate the compromised password Lawn Doctor is not responsible for any data that is lost, altered or that becomes public through your failure to protect your password

We will allow you (and any sub-accounts you create) access to the Extranet so long as you comply with these TOU and for so long as you remain a Lawn Doctor strategic-partner in good standing You may not transfer your user account to anyone without our prior written consent We reserve the right to terminate access to the Extranet by you or any sub-accounts, in our sole judgment, to discontinue the Extranet itself We will have no liability to you if we terminate access to the Extranet

Rights of Lawn Doctor

If you engage in conduct while using the Extranet that is in violation of the TOU or is otherwise illegal or improper, we reserve the right to suspend or terminate your access to the Extranet without prior notice to you In most cases, we may attempt to notify you of any activity in violation of the TOU and request that you cease such activity, however, we are not required to do so In addition, we may take any other appropriate action against you for violations of the TOU We do not

make any promise, nor do we have any obligation, to monitor or police activity occurring via the Extranet and will have no liability to any party, including you, for any violation of the TOU

Linked Sites

We may provide links from our Site to other Web sites Linked sites are not under the control of Lawn Doctor, and Lawn Doctor is not responsible for the content of any linked site or any link contained in a linked site Lawn Doctor reserves the right to terminate any link or linking program at any time Lawn Doctor does not endorse companies or products to which it links and reserves the right to note as such on its Web pages If you decide to access any of the third-party sites that may be linked to this Site, you do so entirely at your own risk

Unauthorized Access/Interference

You may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation or security of the Extranet You may not use the Extranet to engage in any activities that may interfere with the ability of others to access or use the Extranet You may not attempt to gain unauthorized access to the user accounts or passwords of other users

Trademarks and Copyright

The materials on this Site are copyrighted and are protected by U S and international copyright laws and treaty provisions All content included on this Site, such as text, graphics, logos, button icons, images, audio clips and software, is the property of Lawn Doctor The compilation (meaning the collection, arrangement and assembly) of all content on this site is the exclusive property of Lawn Doctor No material from this Extranet or any Web site owned, operated, licensed or controlled by Lawn Doctor may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may view the materials online, download the materials and retain one electronic copy on any single computer and one print copy of any individual file solely for your use in connection with the business of operating your Lawn Doctor Franchise under the terms of the relevant franchise agreement, provided that you keep intact all copyright and other proprietary notices Modification, decompiling, reverse engineering or any use of the materials for any other purpose is a violation of Lawn Doctor's copyrights Lawn Doctor's trademarks may only be used with express written consent from Lawn Doctor Except as expressly provided in these TOU, Lawn Doctor does not grant any express or implied right to you under any copyrights, trademarks or other proprietary rights All other brands and names are property of their respective owners

You agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content including text, communications, software, images, sounds, data or other information that

a is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including without limitation sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Lawn Doctor's rules or policies,

b victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability,

c infringes on any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any party, or

d contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party

We have no obligation to monitor, do not control, and are not responsible for the content of postings made by Lawn Doctor strategic-partners, their guests and others If we become aware of posted information that is illegal, infringing upon any

intellectual property rights, otherwise improper or that violates the TOU, we reserve the rights at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that, in Lawn Doctor's sole discretion, are objectionable or in violation of the TOU

You also agree not to harvest or collect information about the users or members of this Extranet or use such information for any purpose

The Extranet contains materials published by Lawn Doctor (the "***Materials***") We authorize you to copy the Materials only for the internal use of your employees in conducting your franchised Lawn Doctor business No other use of the Materials is permitted In consideration of this authorization, you agree that any copy of the Materials (or any portion of the Materials) that you make will retain all copyright and other proprietary notices contained thereon

Spamming/Mailbombing

You may not use the Extranet to transmit unsolicited e-mail messages (whether commercial or otherwise) or deliberately send very large attachments to one recipient Any unsolicited e-mail messages sent to 10 or more recipients, or a series of unsolicited e-mail messages or large attachments sent to one recipient, constitutes "spamming" or "mailbombing" and is prohibited Likewise, you may not use the Extranet to collect responses from mass unsolicited e-mail messages

Spoofing/Fraud

You may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than yourself for purposes of deception Any attempt to impersonate someone else using forged headers or other identifying information is prohibited Any attempt to fraudulently conceal, forge or otherwise falsify your identity in connection with your use of the Extranet is prohibited

E-Mail Relay

Any use of another party's electronic mail server to relay e-mail without express permission from such other party is prohibited

Illegal Activity

You agree to use the Extranet only for lawful purposes Use of the Extranet for transmission, distribution, retrieval or storage of any information, data or other material in violation of any applicable law, regulation, tariff or treaty is prohibited This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws or is obscene, defamatory or otherwise unlawful

Privacy

Any data or information submitted to or provided by us through the Extranet will be subject to any Privacy Statement that Lawn Doctor has or may develop in the future Any data or information submitted through the Extranet to any party or person will be transmitted at your own risk We make no guarantee regarding, and assume no liability for, the security and privacy of any data or information you transmit via the Extranet or over the Internet (including without limitation data or information transmitted via any server designated as "secure")

Excessive Usage and Inactivity Disconnects

If we have specified bandwidth limitations for your user account, we will inform you and you will not use the Extranet in excess of those limitations Also, if you are accessing the Extranet via a dial-up connection, we may terminate your user session if you are connected for an excessive amount of time in order to protect our network resources and maintain Extranet availability for others

You may keep your user session connected only when you are actively using the Extranet We may disconnect your user session if there appears to be no interactive activity within a prescribed amount of time Activity that is automatically generated by your computer system through automated programs, scripts, re-dialers, or any other software or hardware device will not be considered "interactive" The use of any automated method to avoid inactivity disconnects or to automatically reinstatean inactive connection is prohibited

Other Prohibited Activities

The following activities are also prohibited

- Attempting to intercept, redirect or otherwise interfere with communications intended for others,
- Transmitting files, data or other materials containing a computer virus, corrupted data, worms, Trojan horses or other limiting routine, instruction or design that would erase data or programming or cause the Extranet or any other equipment or system to become inoperable or incapable of being used in the full manner for which it was designed,
- Using the Extranet to threaten, harass, stalk, abuse or otherwise violate the legal rights of others, and
- Any other inappropriate activity or abuse of the Extranet (as we determine in our sole discretion), whether or not specifically listed in these TOU, may result in suspension or termination of your access to and use of the Extranet

Disclaimer

Lawn Doctor does not promise that any software or other material will work on your computer and is not responsible if they do not Lawn Doctor makes no representation or warranty as to the timeliness or availability of the Extranet or the information contained therein or that the Extranet will be error-free Lawn Doctor has no obligation to maintain or support the Extranet and may, at its option, discontinue the Extranet at any time

THE MATERIALS ON THIS SITE ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE LAWN DOCTOR DOES NOT WARRANT THAT THE INFORMATION ON OUR SITE WILL BE ACCURATE, COMPLETE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS LAWN DOCTOR DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE

LAWN DOCTOR WILL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY OR INJURY CAUSED TO ANY PARTY (INCLUDING WITHOUT LIMITATION YOU AND/OR YOUR EMPLOYEES), INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, RESULTING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS, THE EXTRANET, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED ON THE EXTRANET, EVEN IF LAWN DOCTOR AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

Indemnification

You agree to indemnify and hold harmless Lawn Doctor and Lawn Doctor's corporate affiliates, as well as their respective direct and indirect owners, officers, directors, agents and employees from and against any and all claims brought by any other party relating to your use of the Extranet (as well as the associated costs of defense, including without limitation, legal fees)

Submissions

Notes, messages, ideas, suggestions, concepts or other material submitted to Lawn Doctor ("***Submissions***") will be considered non-confidential and non-proprietary Lawn Doctor will have no obligation regarding Submissions Lawn Doctor and its designees will be entitled to copy, distribute, incorporate, modify and otherwise use the Submissions for any type of commercial or non-commercial use, including in any media, whether now known or not yet conceived You agree that Lawn Doctor has the right to publish Submissions for any type of use as outlined above, including promotional and advertising purposes

Lawn Doctor is not responsible for any Submissions posted on our forums You will not submit or otherwise publish through these forums any content that

- Defames, libels, or invades the privacy of other persons, is obscene, pornographic, abusive or threatening,
- Infringes on any intellectual property or other right of any person or entity, including but not limited to copyrights and trademarks,
- Violates any law,
- Advocates any illegal activity, or
- Advertises or solicits funds for goods or services

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws rules If any provision of these TOU is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the TOU, and shall not affect the validity and enforceability of any remaining provisions

Your Assent to These Terms

Your use of the Extranet is subject to the conditions of this TOU and the Extranet Agreement, and is also subject to the terms and conditions in your Franchise Agreement

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EXHIBIT H

LIST OF STATE AGENCIES/ AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws We may not yet be registered to sell franchises in any or all of these states

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws There may be states in addition to those listed below in which we have appointed an agent for service of process

There also may be additional agents appointed in some of the states listed

CALIFORNIA

Commissioner of the Department
of Business Oversight
Toll Free 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

1515 K Street, Suite 200
Sacramento, California 95814-4052
(916) 445-7205

San Diego

1350 Front Street, Rm 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94105-2980
(415) 972-8559

HAWAII

(for service of process)

Commissioner of Securities
Business Registration Division
Department of Commerce
and Consumer Affairs
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities
Business Registration Division
Department of Commerce
and Consumer Affairs
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317)232-6681

MARYLAND

(state agency)

Office of the Attorney General-
Securities Division
200 St Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Corporations Division
Franchise
P O Box 30054
Lansing, Michigan 48909
(517) 373-7117

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St Paul, Minnesota 55101
(651) 539-1600

NEW YORK

(Administrator)

Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street
New York, New York 10005
(212) 416-8236 (Phone)
(212) 416-6042 (Fax)

(Agent for Service)

Attention New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

NORTH DAKOTA

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue State Capitol
Fifth Floor Dept 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

(for service of process)

Securities Commissioner
600 East Boulevard Avenue State Capitol
Fifth Floor Dept 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Oregon Division of Finance and Corporate Securities
350 Winter Street NE, Room 410
Salem, Oregon 97301-3881
(503) 378-4387

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street
Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P O Box 9033
Olympia, Washington 98501-9033
(360) 902-8760

WISCONSIN

Commissioner of Securities
345 W Washington Ave , 4th Floor
Madison, Wisconsin 53703
(608) 266-8557

EXHIBIT I

OPERATIONS MANUAL TABLE OF CONTENTS

MANUAL	NUMBER OF CHAPTERS	NUMBER OF PAGES
Commercial Business Guide	6	100
Customer Service Manual	0	97
Franchisee Manual	0	95
Laborforce Manual	10	236
Marketing Resource Guide	9	100
Mosquito Control Manual	0	85
Quick Manual Summary Guide	0	101
Service Vehicle Equipment Manual	5	117
Technical Resource Manual	3	266
Turf Tamer Power Seeder Manual	2	242
Turf Tamer Stand-On Applicator Manual	0	318
Turf Tamer Walk Behind Manual	1	339
Turf Tamer Wide Area Applicator Manual	10	181
Warehouse & Equipment Recommendation Manual	4	30
Total Number of Pages		**2,307**

EXHIBIT J

LIST OF CURRENT STRATEGIC-PARTNERS

LAWN DOCTOR FRANCHISES
Strategic-Partner Listing as of December 31, 2017

Strategic-Partner	Market	Address	Phone
	ALABAMA		
Smith, Corey	LD OF AUBURN-OPELIKA-LAGRANGE	P O Box 3285 Auburn, AL 36831-3285	334-501-2323
Smith, Corey	LD OF EAST MONTGOMERY	P O Box 3285 Auburn, AL 36831-3285	334-501-2323
Smith, Corey	LD OF PRATTVILLE-MILLBROOK	P O Box 3285 Auburn, AL 36831-3285	334-264-5296
Womack, Starr F	LD OF MADISON-DECATUR	P O Box 5338 Decatur, AL 35601	256-355-4362
Fowler, Charles S	LD OF HARVEST-HAZEL GREEN-WEST HUNTSVILLE	P O Box 22172 Huntsville, AL 35814	256-722-1441
Moore, Ryan Moore, Edgar LeRay	LD OF GADSDEN-BOAZ-ALBERTVILLE	PMB 128 3331 Rainbow Drive, Suite E Rainbow City, AL 35906	256-442-3108
Vickers, Rickey W Vickers, Elaine B	LD OF MOUNTAIN BROOK-HOMEWOOD	732 Montgomery Highway Vestavia Hills, AL 35216	205-942-3989
Vickers, Rickey W Vickers, Elaine B	LD OF SOUTH HOOVER-PELHAM-HELENA-ALABASTER	732 Montgomery Highway Vestavia Hills, AL 35216	205-942-3989
Vickers, Rickey W Vickers, Elaine B	LD OF VESTAVIA-NORTH HOOVER	732 Montgomery Highway Vestavia Hills, AL 35216	205-942-3989
	ARKANSAS		
Sollars, Justin Sollars, Dana	LD OF BENTON-BRYANT	P O Box 1044 Benton, AR 72018-1044	501-315-7775
Rucker, Jeffrey Todd Rucker, Janis Lynn	LD OF HOT SPRINGS	P O Box 20587 Hot Springs, AR 71903-0587	501-609-0055
Johnson, Sharon L	LD OF MAUMELLE-NORTH LITTLE ROCK	P O Box 24234 Little Rock, AR 72221-4234	501-455-4800
Johnson, Sharon L	LD OF WEST LITTLE ROCK	P O Box 24234 Little Rock, AR 72221-4234	501-455-4800
	CALIFORNIA		
Lamond, Tiffany N	LD OF BAKERSFIELD	8920 Quail Hollow Court Bakersfield, CA 93314	661-399-5296
Taylor, Thomas K Taylor, Marie A	LD OF NORTH COUNTY COASTAL	P O Box 3021 Oceanside, CA 92051-3021	760-967-7800

Strategic Partner	Market	Address	Phone
Miller, Zackary A Miller, Jennifer	LD OF CLAREMONT-UPLAND-CHINO	3045 S Archibald Avenue Suite H #332 Ontario, CA 91761	909-923-9262
Miller, Zackary A Miller, Jennifer	LD OF RANCHO CUCAMONGA	3045 S Archibald Avenue Suite H #332 Ontario, CA 91761	909-923-9262
	COLORADO		
Johnson, Marion F Johnson, Karen L	LD OF BOULDER	P O Box 18556 Boulder, CO 80308	303-442-1074
Harl, J Brent	LD OF COLORADO SPRINGS	2295 Busch Avenue Ste 1 Colorado Springs, CO 80904	719-596-0740
Murch, James Murch, Courtney M	LD OF DURANGO-FARMINGTON	P O Box 4003 Durango, CO 81302	970-422-2171
Verde, Michael F	LD OF FORT COLLINS	P O Box 1784 Fort Collins, CO 80522	970-221-0441
Harl, J Brent	LD OF ARVADA-WHEATRIDGE	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF AURORA NORTH	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF AURORA SOUTH	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF BRIGHTON	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF BROOMFIELD-NORTH WESTMINSTER	5315 W Mississippi Avenue Lakewood, CO 80226	303-424-0093
Harl, J Brent	LD OF COLUMBINE	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF DOUGLAS-ELBERT COUNTIES	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF ENGLEWOOD-ARAPAHOE COUNTY	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF LAKEWOOD	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF LITTLETON-ENGLEWOOD EAST	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF NORTH CENTRAL DENVER	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF PUEBLO	5315 W Mississippi Avenue Lakewood, CO 80226	719-543-2491

Strategic-Partner	Market	Address	Phone
Harl, J Brent	LD OF SOUTH DENVER COUNTY-N W LITTLETON	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF SOUTHEAST DENVER-CHERRY CREEK DAM	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J Brent	LD OF THORNTON-NORTHGLENN	5315 W Mississippi Avenue Lakewood, CO 80226	303-936-8001
Johnson, Marion F Johnson, Karen L	LD OF LONGMONT	P O Box 1511 Longmont, CO 80502	303-442-1074
Pettijohn, Jay W	LD OF LOVELAND-GREELEY-WINDSOR	P O Box 7658 Loveland, CO 80537	970-669-3192
	CONNECTICUT		
Pesarini, Stenio Pesarini, Fernanda	LD OF AVON-FARMINGTON	P O Box 1403 Manchester, CT 06045	860-643-9956
Pesarini, Stenio Pesarini, Fernanda	LD OF HARTFORDS-MANCHESTER	P O Box 1403 Manchester, CT 06045	860-643-9956
Callahan, David Callahan, Cynthia F	LD OF BRANFORD-GUILFORD-MADISON	P O Box 244 Ridgefield, CT 06877	860-669-5999
Callahan, David Callahan, Cynthia F	LD OF NEW FAIRFIELD-NEW MILFORD	P O Box 244 Ridgefield, CT 06877	203-794-1290
Callahan, Cynthia F Callahan, David	LD OF RIDGEFIELD-DANBURY	P O Box 244 Ridgefield, CT 06877	203-794-1290
Demeyer, John R	LD OF BETHEL-BROOKFIELD-REDDING	P O Box 384 Southbury, CT 06488	203-881-9998
Demeyer, John R	LD OF GREATER NEW HAVEN	P O Box 384 Southbury, CT 06488	203-881-9998
Demeyer, John R	LD OF HAMDEN-WALLINGFORD-CHESHIRE	P O Box 384 Southbury, CT 06488	203-881-9998
Demeyer, John R	LD OF MILFORD-STRATFORD	P O Box 384 Southbury, CT 06488	203-881-9998
Demeyer, John R	LD OF NEWTOWN-SOUTHBURY	P O Box 384 Southbury, CT 06488	203-881-9998
Demeyer, John R	LD OF THE NAUGATUCK VALLEY	P O Box 384 Southbury, CT 06488	203-881-9998
Demeyer, John R	LD OF TRUMBULL	P O Box 384 Southbury, CT 06488	203-881-9998
Tyson, Anthony M Johnson-Tyson, Elizabeth	LD OF BRISTOL-SOUTHINGTON	410A Queen Street Southington, CT 06410-1882	203-439-7008

Strategic Partner	Market	Address	Phone
Tyson, Anthony M Johnson-Tyson, Elizabeth	LD OF NEWINGTON-GLASTONBURY	410A Queen Street Southington, CT 04610-1882	203-439-7008
Angus, Jeffrey G	LD OF FAIRFIELD	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G	LD OF GREENWICH	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G	LD OF NORWALK-WILTON	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G	LD OF STAMFORD-DARIEN-NEW CANAAN	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G	LD OF WESTPORT-WESTON	76 Viaduct Road Stamford, CT 06907	203-348-3025
DELAWARE			
Grasso, Salvatore A	LD OF BRANDYWINE	P O Box 488 Chester Heights, PA 19017	302-764-2030
Faust, Dennis R Faust, Janice M Hopkins, Aaron Hopkins, Emily	LD OF SUSSEX COUNTY	P O Box 349 Lewes, DE 19958	302-253-8214
Singleton, Brian S	LD OF NEWARK	P O Box 8130 Newark, DE 19714	302-731-1616
McCarter, Nicole McCarter, Michael E	LD OF WILMINGTON	P O Box 3049 Newport, DE 19804	302-656-4900
Faust, Dennis R Faust, Janice M Hopkins, Aaron Hopkins, Emily	LD OF DOVER-MIDDLETOWN	P O Box 464 Odessa, DE 19730	302-378-3435
FLORIDA			
Cash, Charles F	LD OF CLERMONT-WINTER-GARDEN	4327 S Highway 27 #423 Clermont, FL 34711	407-347-8888
Berry, Jr Edward A	LD OF CLEARWATER-PALM HARBOR	P O Box 16294 Clearwater, FL 33766	727-797-3639
Berry, Jr Edward A	LD OF WEST TAMPA-OLDSMAR	P O Box 16294 Clearwater, FL 33766	727-797-3639
Rodriguez, Cindy Sardina, Gustavo	LD OF KEY BISCAYNE-MIAMI BEACH	P O Box 145127 Coral Gables, FL 33114	786-615-9955
Duffy, James P Duffy, Dorothy A	LD OF EAST SARASOTA-EAST BRADENTON	12458 Kentwood Avenue Fort Myers, FL 33913	239-768-9366

Strategic-Partner	Market	Address	Phone
Duffy, James P Duffy, Dorothy A	LD OF FORT MYERS	12458 Kentwood Avenue Fort Myers, FL 33913	239-768-9366
Duffy, James P Duffy, Dorothy A	LD OF NOKOMIS-VENICE-ENGLEWOOD	12458 Kentwood Avenue Fort Myers, FL 33913	239-768-9366
Duffy, James P Duffy, Dorothy A	LD OF NORTH NAPLES-BONITA SPRINGS	12458 Kentwood Avenue Fort Myers, FL 33913	239-768-9366
Duffy, James P Duffy, Dorothy A	LD OF SEMINOLE-LARGO	12458 Kentwood Avenue Fort Myers, FL 33913	239-768-9366
Duffy, James P Duffy, Dorothy A	LD OF WEST BRADENTON-WEST SARASOTA	12458 Kentwood Avenue Fort Myers, FL 33913	239-768-9366
Duffy, James P Duffy, Dorothy A	LD OF CAPE CORAL-SANIBEL ISLAND	12458 Kentwood Avenue Fort Myers, FL 33913	239-768-9366
Ballard, Glen	LD OF SOUTH JACKSONVILLE-SAINT JOHNS	13720 Old St Augustine Road Suite 8 #124 Jacksonville, FL 32258	904-217-7983
Player, Jonathan McClain, Rodney E	LD OF NORTHEAST TAMPA	23110 State Road 54 #289 Lutz, FL 33549	813-433-1222
Player, Jonathan McClain, Rodney E	LD OF NORTH TAMPA-LUTZ	23110 State Road 54 #289 Lutz, FL 33549	813-433-1222
Riveira, Stephen	LD OF CORAL GABLES-KENDALL	P O Box 453053 Miami, FL 33245	305-456-3084
Jarrett, Norman	LD OF OCALA-HOMOSASSA	P O Box 77206 Ocala, FL 34477-2006	352-307-2340
Barquist, Bruce A	LD OF ALTAMONTE SPRINGS-LONGWOOD	7466 Narcroossee Road Suite 200G Orlando, FL 32822	407-674-6863
Barquist, Bruce A	LD OF NE ORLANDO-OVIEDO	7466 Narcroossee Road Suite 200G Orlando, FL 32822	407-674-6863
Barquist, Bruce A	LD OF SOUTHEAST ORLANDO	7466 Narcroossee Road Suite 200G Orlando, FL 32822	407-674-6863
Barquist, Bruce A	LD OF SOUTHWEST ORLANDO	7466 Narcroossee Road Suite 200G Orlando, FL 32822	407-674-6863

Strategic-Partner	Market	Address	Phone
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Dunning, Steven C Jeanne Dunning Cross, Linda G	LD OF DAYTONA BEACH	226A St Joe Plaza Drive #128 Palm Coast, FL 32164	386-437-4303
Dunning, Steven C Jeanne Dunning Cross, Linda G	LD OF DELTONA-DEBARY	226A St Joe Plaza Drive #128 Palm Coast, FL 32164	386-437-4303
Smith, Pete Smith, Alex	LD OF BOYNTON BEACH	1732 S Congress Avenue Palm Springs, FL 33461	561-383-2818
Smith, Pete Smith, Alex	LD OF CENTRAL AND SOUTH BOCA RATON	1732 S Congress Avenue Palm Springs, FL 33461	561-383-2818
Smith, Pete Smith, Alex	LD OF JUPITER-PALM BEACH GARDENS	1732 S Congress Avenue Palm Springs, FL 33461	561-383-2818
Smith, Pete Smith, Alex	LD OF LAKE WORTH-SOUTH WEST PALM BEACH	1732 S Congress Avenue Palm Springs, FL 33461	561-383-2818
Smith, Pete Smith, Alex	LD OF NORTHERN BOCA RATON	1732 S Congress Avenue Palm Springs, FL 33461	561-383-2818
Smith, Pete Smith, Alex	LD OF WEST PALM BEACH	1732 S Congress Avenue Palm Springs, FL 33461	561-383-2818
Roca, Carlos	LD OF NORTH BRADENTON-SUN CITY CENTER	P O Box 844 Parrish, FL 34219	941-527-9836
Roca, Carlos	LD OF RIVERVIEW-VALRICO-LITHIA	P O Box 844 Parrish, FL 34219	941-527-9836
Hagen, Erik A Tudela Hagen, Selene	LD OF CORAL SPRINGS-SUNRISE	P O Box 298581 Pembroke Pines, FL 33029	954-842-3784
Hagen, Erik A Tudela Hagen, Selene	LD OF FORT LAUDERDALE WEST	P O Box 298581 Pembroke Pines, FL 33029	954-842-3784
Hagen, Erik A Tudela Hagen, Selene	LD OF SOUTHWEST BROWARD	P O Box 298581 Pembroke Pines, FL 33029	954-842-3784
Haase, Ted W	LD OF FORT WALTON BEACH-DESTIN-NICEVILLE	P O Box 802 Shalimar, FL 32579	850-651-8232
Fischer, Christopher G	LD OF ZEPHYRHILLS-LAND O LAKES	P O Box 7598 Wesley Chapel, FL 33545	813-973-1602
	GEORGIA		
Jourdan, Daniel B Jourdan, Sharon Davis	LD OF ACWORTH	3790 Highway 92 Suite 220 Acworth, GA 30102	770-517-2129

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Dickerson, Kehn Dickerson, Alicia	LD OF BUFORD-DACULA	P O Box 2893 Alpharetta, GA 30023	770-888-4779
Dickerson, Kehn Dickerson, Alicia	LD OF GAINESVILLE	P O Box 2893 Alpharetta, GA 30023	770-888-4779
Smith, Corey	LD OF NEWNAN	P O Box 3285 Auburn, AL 36831-3285	334-501-2323
Ammons, George H	LD OF BRUNSWICK-ST SIMONS-ST MARYS	P O Box 419 Brunswick, GA 31521-0419	912-265-0801
Ross, Antonio W	LD OF MCDONOUGH-COVINGTON	P O Box 167 Covington, GA 30015	678-310-2449
Dickerson, Kehn Dickerson, Alicia	LD OF COLUMBUS-PHENIX CITY	P O Box 635 Fortson, GA 31808	706-653-8923
Dickerson, Kehn Dickerson, Alicia	LD OF EAST COLUMBUS-FORTSON	P O Box 635 Fortson, GA 31808	706-653-8923
Deloach, Mark D	LD OF S W SAVANNAH	P O Box 7542 Garden City, GA 31418	912-966-1123
Deloach, Mark D	LD OF S E SAVANNAH	P O Box 7542 Garden City, GA 31418	912-966-1123
Stewart, John Michael	LD OF NORTH MARIETTA	703 Fairgate Road, Suite 302 Marietta, GA 30064	770-425-2284
Stewart, John Michael	LD OF SOUTHEAST MARIETTA	703 Fairgate Road, Suite 302 Marietta, GA 30064	770-425-2284
Stewart, John Michael	LD OF SOUTHWEST MARIETTA	703 Fairgate Road, Suite 302 Marietta, GA 30064	770-425-2284
Lang, Gordon O	LD OF DULUTH	P O Box 920686 Norcross, GA 30010-0686	770-888-9838
Lang, Gordon O	LD OF NORTH NORCROSS-NORTH DUNWOODY	P O Box 920686 Norcross, GA 30010-0686	770-888-9838
Lang, Gordon O	LD OF SOUTH DUNWOODY-SANDY SPRINGS	P O Box 920686 Norcross, GA 30010-0686	770-888-9838
Krishnappa, Manoj K Thimmaiah, Pushpalatha	LD OF PEACHTREE CITY-FAYETTEVILLE	312 Crosstown Road, P O Box 276 Peachtree City, GA 30269	267-356-7084
Cunha, Antonio	LD OF NORTH LAWRENCEVILLE-SUWANEE	P O Box 1525 Suwanee, GA 30024	678-629-3752

Strategic Partner	Market	Address	Phone
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Oliver, Shawn P Kriegh, Matthew D	LD OF CARTERSVILLE-CANTON	538 Industrial Drive Woodstock, GA 30189	770-591-9101
Oliver, Shawn P Kriegh, Matthew D	LD OF HIRAM-DALLAS-POWDER SPRINGS	538 Industrial Drive Woodstock, GA 30189	770-591-9101
Oliver, Shawn P Kriegh, Matthew D	LD OF KENNESAW	538 Industrial Drive Woodstock, GA 30189	770-591-9101
Oliver, Shawn P Kriegh, Matthew D	LD OF N E MARIETTA	538 Industrial Drive Woodstock, GA 30189	770-591-9101
Oliver, Shawn P Kriegh, Matthew D	LD OF ROSWELL	538 Industrial Drive Woodstock, GA 30189	770-591-9101
Oliver, Shawn P Kriegh, Matthew D	LD OF WOODSTOCK	538 Industrial Drive Woodstock, GA 30189	770-591-9101
	ILLINOIS		
Shkyria, Christopher J	LD OF ANTIOCH-GURNEE-LAKE VILLA	P O Box 918 Antioch, IL 60002	847-395-0940
Shkyria, Christopher J	LD OF WAUKEGAN-LAKE FOREST	P O Box 918 Antioch, IL 60002	847-395-0940
Toth, Kimberly	LD OF BATAVIA-AURORA	1921 W Wilson St Suite A #215 Batavia, IL 60510	630-406-8535
Toth, Kimberly	LD OF GENEVA-SAINT CHARLES	1921 W Wilson St Suite A #215 Batavia, IL 60510	630-406-8535
Toth, Kimberly	LD OF NAPERVILLE	1921 W Wilson St Suite A #215 Batavia, IL 60510	630-406-8535
Toth, Kimberly	LD OF WHEATON-GLEN ELLYN-WINFIELD	1921 W Wilson Street Suite A #215 Batavia, IL 60510	630-681-8580
Keys, JayMyers, Robert	LD OF BOLINGBROOK-PLAINFIELD	P O Box 2150 Bolingbrook, IL 60440	630-685-2884
Winfrey, Sallie M	LD OF BARRINGTON-PALATINE	P O Box 5918 Buffalo Grove, IL 60089	847-844-1332
Winfrey, Sallie M	LD OF BUFFALO GROVE-LAKE ZURICH	P O Box 5918 Buffalo Grove, IL 60089	847-844-1332
Winfrey, Sallie M	LD OF NORTHBROOK-HIGHLAND PARK	P O Box 5918 Buffalo Grove, IL 60089	847-844-1332

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Berrens, Odalys	LD OF LIBERTYVILLE-MUNDELEIN-VERNON HILLS	P O Box 1233 McHenry, IL 60051	815-728-0600
Berrens, Odalys	LD OF MCHENRY COUNTY NORTH	P O Box 1233 McHenry, IL 60051	815-728-0600
Berrens, Odalys	LD OF MCHENRY COUNTY SOUTH	P O Box 1233 McHenry, IL 60051	815-728-0600
Berrens, Odalys	LD OF ROUND LAKE-GRAYSLAKE	P O Box 1233 McHenry, IL 60051	815-728-0600
Gratzke, Christine K Gratzke, Joseph T	LD OF LA GRANGE-WILLOWBROOK	P O Box 7 Westmont, IL 60559	630-383-7982
	INDIANA		
Koone, David	LD OF CARMEL-ZIONSVILLE	4000 W 106th Street, Ste 125-333 Carmel, IN 46032	317-218-9933
Koone, David	LD OF FISHERS-GEIST	4000 W 106th Street, Ste 125-333 Carmel, IN 46032	317-218-9933
Koone, David	LD OF NOBLESVILLE-WESTFIELD	4000 W 106th Street, Ste 125-333 Carmel, IN 46032	317-218-9933
Shaw, Raymond N	LD OF WEST LAKE COUNTY	1103 E Highway 330 Griffith, IN 46319	219-440-7098
LeMay, Bobby K LeMay, Deborah L	LD OF GREENWOOD	P O Box 17940 Indianapolis, IN 46217	317-405-9665
LeMay, Bobby K LeMay, Deborah L	LD OF SOUTH INDIANAPOLIS	P O Box 17940 Indianapolis, IN 46217	317-405-9665
Shultz, Jon R	LD OF SOUTH BEND-GRANGER-MISHAWAKA	1290 East Ireland Road, Suite V-100/PMB #248 South Bend, IN 46614	574-318-3233
Faller, Chris Faller, Ginnie A	LD OF HARRISON-BATESVILLE	P O Box 223 Harrison, OH 45030	812-637-0563
	IOWA		
Grutz, Jerry A Grutz, Cathleen J	LD OF DUBUQUE	P O Box 1713 Dubuque, IA 52004-1713	563-690-5296
Narber, Todd A Narber, Holly A	LD AMES-FORT DODGE	P O Box 953 Fort Dodge, IA 50501	515-302-8463
Narber, Todd A Narber, Holly A	LD ANKENY-ALTOONA-MARSHALLTOWN	P O Box 953 Fort Dodge, IA 50501	515-302-8463

Strategic-Partner	Market	Address	Phone
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	KENTUCKY		
Pemberton, Timothy A Pemberton, Kathy L	LD OF BOWLING GREEN	P O Box 51208 Bowling Green, KY 42102	270-846-1130
Waymire, Adam Allen, Steven D	LD OF NICHOLASVILLE	P O Box 121 Nicholasville, KY 40340	859-699-1999
Waymire, Adam Allen, Steven D	LD OF NORTH LEXINGTON-GEORGETOWN	P O Box 121 Nicholasville, KY 40340	859-699-1999
Waymire, Adam Allen, Steven D	LD OF SOUTH LEXINGTON	P O Box 121 Nicholasville, KY 40340	859-699-1999
Waymire, Adam Allen, Steven D	LD OF SOUTHEAST LEXINGTON	P O Box 121 Nicholasville, KY 40340	859-699-1999
Marshall, Alex	LD OF NORTHEAST LOUISVILLE	P O Box 886 Pewee Valley, KY 40056	502-408-1051
Marshall, Alex	LD OF WORTHINGTON HILLS-CRESTWOOD	P O Box 886 Pewee Valley, KY 40056	502-408-1051
Ratliff, Jr , Mathew Ratliff, Susan R	LD OF HARDIN COUNTY	P O Box 1022 Radcliff, KY 40159-8022	270-877-0369
	LOUISIANA		
Fouquier, Homer J Jr	LD OF SOUTH LAFAYETTE	P O Box 82101 Lafayette, LA 70598	337-591-5432
Steffens, Peter M	LD OF MANDEVILLE-COVINGTON	369 3433 Hwy 190 Mandeville, LA 70471	985-792-9200
	MARYLAND		
Evans, Matthew T	LD OF HARFORD COUNTY	P O Box 848 Bel Air, MD 21014-0848	410-836-8181
Evans, Matthew T	LD OF PERRY HALL-PARKVILLE-ROSEDALE	P O Box 848 Bel Air, MD 21014-0848	410-836-8181
Cole, Jason A	LD OF THE LOWER EASTERN SHORE	8905 Logtown Road Berlin, MD 21811	410-641-3111
Hodgson, Joseph D	LD OF GAITHERSBURG	P O Box 34004 Bethesda, MD 20817	301-926-6320
Hodgson, Joseph D	LD OF GERMANTOWN-DAMASCUS	P O Box 34004 Bethesda, MD 20817	301-926-6320
Hodgson, Joseph D	LD OF NORTHERN PRINCE GEORGES COUNTY	P O Box 34004 Bethesda, MD 20817	877-762-4461
Hodgson, Joseph D	LD OF ROCKVILLE-OLNEY	P O Box 34004 Bethesda, MD 20817	877-762-4461

Strategic-Partner	Market	Address	Phone
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Zang, Timothy Zang, Patricia	LD OF BOWIE	192 Mayo Road Edgewater, MD 21037	410-956-8300
Zang, Timothy Zang, Patricia	LD OF SEVERNA PARK-ARNOLD-KENT ISLAND	192 Mayo Road Edgewater, MD 21037	410-956-8300
Zang, Timothy Zang, Patricia	LD OF SOUTH COUNTY	192 Mayo Road Edgewater, MD 21037	410-956-8300
Zang, Timothy Zang, Patricia	LD OF WEST COUNTY	192 Mayo Road Edgewater, MD 21037	410-956-8300
Singleton, Brian S	LD OF CECIL COUNTY	P O Box 1842 Elkton, MD 21922	410-398-7420
Richardson, Franklin S	LD OF CARROLL COUNTY	P O Box 261 Finksburg, MD 21048	410-526-6400
Richardson, Franklin S	LD OF REISTERSTOWN	P O Box 261 Finksburg, MD 21048	410-526-6400
Richardson, Franklin S	LD OF TOWSON	P O Box 261 Finksburg, MD 21048	410-526-6400
Koshko, Glen J	LD OF CATONSVILLE	P O Box 1756 Glen Burnie, MD 21060	410-768-9400
Koshko, Glen J	LD OF COLUMBIA	P O Box 1756 Glen Burnie, MD 21060	410-768-9400
Koshko, Glen J	LD OF ELLICOTT CITY	P O Box 1756 Glen Burnie, MD 21060	410-768-9400
Koshko, Glen J	LD OF GLEN BURNIE-PASADENA	P O Box 1756 Glen Burnie, MD 21060	410-768-9400
Waite, Richard N Jr	LD OF ST MARY AND CALVERT COUNTIES	P O Box 2108 Lusby, MD 20657	410-618-8613
DiMarino, Joseph N DiMarino, Deborah L	LD OF FREDERICK	P O Box 431 Myersville, MD 21773-0431	301-371-5966
DiMarino, Joseph N DiMarino, Deborah L	LD OF GREATER FREDERICK COUNTY	P O Box 431 Myersville, MD 21773-0431	301-371-5966
Wade, Meredith	LD OF UPPER MARLBORO	P O Box 6327 Upper Marlboro, MD 20792	301-925-7489
O'Roke, Eric W	LD OF WASHINGTON COUNTY-CUMBERLAND	P O Box 401 Williamsport, MD 21795	301-739-5299
	MASSACHUSETTS		
Norton, James M Norton, Thomas A	LD OF BRAINTREE-QUINCY	P O Box 1182 Hanover, MA 02339	781-826-2920

Strategic-Partner	Market	Address	Phone
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Norton, James M Norton, Thomas A	LD OF HINGHAM-SCITUATE-WEYMOUTH	P O Box 1182 Hanover, MA 02339	781-826-2920
Norton, James M Norton, Thomas A	LD OF NEWTON-WELLESLEY-DEDHAM	P O Box 1182 Hanover, MA 02339	781-826-2920
Norton, James M Norton, Thomas A	LD OF NORWOOD-BROCKTON	P O Box 1182 Hanover, MA 02339	781-826-2920
Norton, James M Norton, Thomas A	LD OF PLYMOUTH-DUXBURY-HANOVER	P O Box 1182 Hanover, MA 02339	781-826-2920
Angus, Jeffrey G Farrell, Glenn	LD OF BILLERICA-CHELMSFORD	410 Great Road, B16 Littleton, MA 01460	978-592-2237
Angus, Jeffrey G Farrell, Glenn	LD OF SHREWSBURY-WORCESTER	410 Great Road, B16 Littleton, MA 01460	978-592-2237
Angus, Jeffrey G Farrell, Glenn	LD OF WALTHAM-LEXINGTON	410 Great Road, B16 Littleton, MA 01460	978-592-2237
Angus, Jeffrey G Farrell, Glenn	LD OF MARBLEHEAD-PEABODY	410 Great Road, B16 Littleton, MA 01460	978-592-2237
Angus, Jeffrey G Farrell, Glenn	LD OF MELROSE-WAKEFIELD	410 Great Road, B16 Littleton, MA 01460	978-592-2237
Angus, Jeffrey G Farrell, Glenn	LD OF WINCHESTER-ARLINGTON	410 Great Road, B16 Littleton, MA 01460	978-592-2237
Mangiardi, Nicholas F Mangiardi, Deanna S	LD OF PITTSFIELD-WESTFIELD	P O Box 564 Pittsfield, MA 01202	413-464-7116
Malin, Jennifer B	LD OF FRANKLIN-FOXBORO	P O Box 514 Upton, MA 01568	508-449-9300
Malin, Jennifer B	LD OF GRAFTON-MILFORD	P O Box 514 Upton, MA 01568	508-449-9300
Desjardins, Daniel J Desjardins, Noha F	LD OF BEVERLY-GLOUCESTER	P O Box 8023 Ward Hill, MA 01835-0523	978-469-0094
Desjardins, Daniel J Desjardins, Noha F	LD OF HAVERHILL-AMESBURY-NEWBURYPORT	P O Box 8023 Ward Hill, MA 01835-0523	978-469-0094
Marshall, Gary P	LD OF ANDOVER-READING-WILMINGTON	P O Box 1 East Hampstead, NH 03826	978-699-3200
Haworth, George W	LD OF TAUNTON-FALL RIVER-NEW BEDFORD-WESTPORT	P O Box 3712 Pawtucket, RI 02861-0733	401-392-1025

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Eisbrenner, Robert Eisbrenner, Kristin	LD OF ROYAL OAK-BIRMINGHAM	P O Box 721236 Berkeley, MI 48072-1245	248-439-0072
Lawrence, Robert Lawrence, Julie	LD OF EAST LANSING-OKEMOS-DEWITT	P O Box 73 DeWitt, MI 48820	517-321-9470
Wolinski, Mark J	LD OF MIDLAND-BAY CITY	P O Box 208 Frankenmuth, MI 48734	989-652-8750
Wolinski, Mark J	LD OF SAGINAW-BIRCH RUN-FRANKENMUTH	P O Box 208 Frankenmuth, MI 48734	989-652-8750
Hines, Michael G Hines, Christi N	LD OF SOUTHEAST GRAND RAPIDS	P O Box 8365 Grand Rapids, MI 49518-8365	616-281-7109
DeVries, Randy	LD OF HUNDSONVILLE-GRANDVILLE	4370 Chicago Drive Suite B137 Grandville, MI 49418	616-209-4270
Sallmen, Bryan R	LD OF BATTLE CREEK-PORTAGE	P O Box 1987 Portage, MI 49081	269-321-1731
Sallmen, Bryan R	LD OF KALAMAZOO	P O Box 1987 Portage, MI 49081	269-321-1731
Pipitone, Christopher Pipitone, Joan T	LD OF UTICA-MACOMB	P O Box 182278 Shelby Township, MI 48318-2278	586-737-7246
	MINNESOTA		
Caspers, Duane D	LD OF APPLE VALLEY-EAGAN	P O Box 240054 Apple Valley, MN 55124	952-431-4954
Gendreau, John	LD OF EDEN PRAIRIE-CHANHASSEN	3948 W 49 1/2 St P O Box 24887 Minneapolis, MN 55424	952-960-1500
Gendreau, John	LD OF EDINA-BLOOMINGTON	3948 W 49 1/2 St P O Box 24887 Minneapolis, MN 55424	952-960-1500
Smith, Patrick V Smith, Deborah L	LD OF MAPLE GROVE-PLYMOUTH	P O Box 113 Rogers, MN 55374	763-428-3843
Bounting, Chad Bounting, Amanda	LD OF STILLWATER-SOUTHEAST WOODBURY	P O Box 251 Stillwater, MN 55082	651-439-2903

Strategic-Partner	Market	Address	Phone
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Grady, Edward G Davis, Robert	LD OF TUPELO-CORINTH-JACKSON	1804 North Parkway Corinth, MS 38834	662-287-5551
Linyard, Ricki	LD OF DESOTO COUNTY	P O Box 310 Olive Branch, MS 38654	662-890-4788
Linyard, Ricki	LD OF OXFORD-SENATOBIA	P O Box 310 Olive Branch, MS 38654	662-890-4788
	MISSOURI		
Turner, Jeremy A	LD OF CREVE COEUR-MARYLAND HEIGHTS	1889B South Old Hwy 94 St Charles, MO 63303	314-594-5025
Turner, Jeremy A	LD OF LADUE	1889B South Old Hwy 94 St Charles, MO 63303	314-594-5025
Turner, Jeremy A	LD OF SAINT PETERS-O FALLON	1889B South Old Hwy 94 St Charles, MO 63303	314-594-5025
Turner, Jeremy A	LD OF ST CHARLES	1889B South Old Hwy 94 St Charles, MO 63303	314-594-5025
Turner, Jeremy A	LD OF WEBSTER-KIRKWOOD	1889B South Old Hwy 94 St Charles, MO 63303	314-594-5025
	MONTANA		
Hamilton, Richard L Hamilton, Erik	LD OF MISSOULA-RAVALLI COUNTIES	P O Box 17916 Missoula, MT 59808	406-542-6210
	NEBRASKA		
Muruganathaswamy, Jothi	LD OF ELKHORN-OMAHA WEST	P O Box 329 3606 N 156th Street, Suite 101 Omaha, NE 68116	402-210-2058
Muruganathaswamy, Jothi	LD OF OMAHA NORTH	P O Box 329 3606 N 156th Street, Suite 101 Omaha, NE 68116	402-210-2058
Muruganathaswamy, Jothi	LD OF OMAHA SOUTH	P O Box 329 3606 N 156th Street, Suite 101 Omaha, NE 68116	402-210-2058
	NEW HAMPSHIRE		
Marshall, Gary P	LD OF HAMPSTEAD-SALEM-DERRY	106 Route 125, Unit 4 Brentwood, NH 03833	978-699-3200
Marshall, Gary P	LD OF MERRIMACK VALLEY NEW HAMPSHIRE	106 Route 125, Unit 4 Brentwood, NH 03833	978-699-3200

Strategic-Partner	Market	Address	Phone
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	NEW JERSEY		
McGill, Jr , Bernard Petkos, Douglas S	LD OF CLIFTON-LITTLE FALLS-WEST PATERSON	10 Park Place, Suite 5 Butler, NJ 07405	973-492-9110
McGill, Jr , Bernard Petkos, Douglas S	LD OF FAIR LAWN-SADDLEBROOK-HASBROUCK HEIGHTS	10 Park Place, Suite 5 Butler, NJ 07405	973-492-9110
McGill, Jr , Bernard Petkos, Douglas S	LD OF NORTH MORRIS	10 Park Place, Suite 5 Butler, NJ 07405	973-492-9110
McGill, Jr , Bernard Petkos, Douglas S	LD OF PARAMUS	10 Park Place, Suite 5 Butler, NJ 07405	973-492-9110
McGill, Jr , Bernard Petkos, Douglas S	LD OF TEANECK-ENGLEWOOD-LEONIA-RIDGEFIELD	10 Park Place, Suite 5 Butler, NJ 07405	973-492-9110
McGill, Jr , Bernard Petkos, Douglas S	LD OF THE PALISADES	10 Park Place, Suite 5 Butler, NJ 07405	973-492-9110
McGill, Jr , Bernard Petkos, Douglas S	LD OF WAYNE	10 Park Place, Suite 5 Butler, NJ 07405	973-492-9110
Alulis, John James Carter-Alulis, Mary Ann	LD OF SOUTHERN CAPE MAY COUNTY	P O Box 445 Cape May Ct Hse, NJ 08210	609-465-3700
O'Rourke, Deborah A	LD OF CHERRY HILL SOUTH	P O Box 3501 Cherry Hill, NJ 08034	856-428-0858
O'Rourke, Deborah A	LD OF CHERRY HILL WEST	P O Box 3501 Cherry Hill, NJ 08034	856-428-0858
Mason, Mark E	LD OF NORTHERN ATLANTIC COUNTY	6604 Delilah Road Suite 2 Egg Harbor Twp , NJ 08234	609-646-5566
Mason, Mark E	LD OF SOUTHEASTERN ATLANTIC COUNTY	6604 Delilah Road Suite 2 Egg Harbor Twp , NJ 08234	609-646-5566
Mason, Mark E	LD OF SOUTHERN OCEAN COUNTY	6604 Delilah Road Suite 2 Egg Harbor Twp , NJ 08234	609-646-5566
Reich, David K	LD OF BERNARDSVILLE-BASKING RIDGE	P O Box 718 Far Hills, NJ 07931	908-626-0303
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Bischoff, Michael D	LD OF MANALAPAN-CENTRAL AND SOUTH MARLBORO	P O Box 7093 Freehold, NJ 07728	732-780-2223
Heym, Martin F	LD OF MANCHESTER-HAWTHORNE-TOTOWA	P O Box 8483 Haledon, NJ 07538	973-427-3141
Mumm, Paul	LD OF HOWELL	P O Box 1116 Jackson, NJ 08527	732-928-6736
Mumm, Paul	LD OF LAKEWOOD-JACKSON	P O Box 1116 Jackson, NJ 08527	732-928-6736
Marcario, Mark	LD OF MATAWAN-COLTS NECK-HOLMDEL	P O Box 547 Matawan, NJ 07747	732-817-0909
Flyge, Jerome	LD OF MIDDLETOWN-LINCROFT-OAK HILL	P O Box 581 Middletown, NJ 07748	732-817-0996
Shank, Jr , Howard H Shank, Howard H Shank, Gloria F	LD OF BURLINGTON-WILLINGBORO	P O Box 366 Moorestown, NJ 08057	856-751-1623
Tamburro, Harold C Tamburro, Tracey	LD OF BLOOMFIELD-NUTLEY	P O Box 417 Mullica Hill, NJ 08062	973-758-0001
Tamburro, Harold C Tamburro, Tracey	LD OF CHERRY HILL EAST	P O Box 417 Mullica Hill, NJ 08062	609-953-1533
Tamburro, Harold C Tamburro, Tracey	LD OF CINNAMINSON-DELRAN	P O Box 417 Mullica Hill, NJ 08062	856-478-6110
Tamburro, Harold C Tamburro, Tracey	LD OF EAST MORRIS	P O Box 417 Mullica Hill, NJ 08062	973-335-1515
Tamburro, Harold C Tamburro, Tracey	LD OF HANOVER	P O Box 417 Mullica Hill, NJ 08062	973-335-1515
Tamburro, Harold C Tamburro, Tracey	LD OF LIVINGSTON-SHORT HILLS-MAPLEWOOD	P O Box 417 Mullica Hill, NJ 08062	973-758-0001
Tamburro, Harold C Tamburro, Tracey	LD OF MILLVILLE-VINELAND	P O Box 417 Mullica Hill, NJ 08062	856-478-6110
Tamburro, Harold C Tamburro, Tracey	LD OF MOORESTOWN-MEDFORD	P O Box 417 Mullica Hill, NJ 08062	609-953-1533
Tamburro, Harold C Tamburro, Tracey	LD OF PARSIPPANY	P O Box 417 Mullica Hill, NJ 08062	973-335-1515
Tamburro, Harold C Tamburro, Tracey	LD OF PITMAN-GLASSBORO	P O Box 417 Mullica Hill, NJ 08062	856-478-6110
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Parlegreco, Gregg Parlegreco, Incoronata Tina	LD OF DOVER-ROCKAWAY	P O Box 101 Parsippany, NJ 07054-0101	973-784-9549
Weingartner, Donald K Weingartner, Bruce A	LD OF PENNINGTON-HOPEWELL	P O Box 3087 Princeton, NJ 08543	609-737-8181
Weingartner, Donald K Weingartner, Bruce A	LD OF PRINCETON-MONTGOMERY	P O Box 3087 Princeton, NJ 08543	609-737-8181
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Magda, Robert M	LD OF EASTERN AND SOUTHEASTERN MERCER COUNTY	P O Box 13 Somerset, NJ 08875	609-259-2256
Magda, Robert M	LD OF EDISON-METUCHEN	P O Box 13 Somerset, NJ 08875	732-246-1101
Magda, Robert M	LD OF MOUNTAINSIDE-CRANFORD	P O Box 13 Somerset, NJ 08875	732-246-1101
Magda, Robert M	LD OF SAYREVILLE-PARLIN-SOUTH AMBOY	P O Box 13 Somerset, NJ 08875	732-246-1101
Magda, Robert M	LD OF SOMERSET-NORTH & SOUTH BRUNSWICK	P O Box 13 Somerset, NJ 08875	732-246-1101
Magda, Robert M	LD OF THE PLAINFIELDS	P O Box 13 Somerset, NJ 08875	732-246-1101
Magda, Robert M	LD OF WESTFIELD-SCOTCH PLAINS-CLARK	P O Box 13 Somerset, NJ 08875	732-246-1101
Magda, Robert M	LD OF YARDVILLE-BORDENTOWN	P O Box 13 Somerset, NJ 08875	609-259-2256
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Mlotkiewicz, David J Mlotkiewicz, Dawn M	LD OF BRICKTOWN-POINT PLEASANT	P O Box 1264 Toms River, NJ 08754-1264	732-244-4515

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Mlotkiewicz, David J Mlotkiewicz, Dawn M	LD OF SOUTH MONMOUTH SHORE	P O Box 1264 Toms River, NJ 08754-1264	732-449-6715
Mlotkiewicz, David J Mlotkiewicz, Dawn M	LD OF SOUTHEAST MONMOUTH	P O Box 1264 Toms River, NJ 08754-1264	732-244-4515
Mlotkiewicz, David J Mlotkiewicz, Dawn M	LD OF TOMS RIVER	P O Box 1264 Toms River, NJ 08754-1264	732-244-4515
Elwood, III, William P Elwood, Lauren S	LD OF CENTRAL BERGEN	P O Box 341 Waldwick, NJ 07463	201-445-2007
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Fransen, Erik C	LD OF SOUTH MORRIS	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
Fransen, Erik C	LD OF SOUTHERN SUSSEX COUNTY	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
Fransen, Erik C	LD OF WARREN COUNTY	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
NEW MEXICO			
Milks, Jr , Charles H Milks, Regina	LD OF LACUEVA-SANDIA HEIGHTS	5224 2nd Street Suite A Albuquerque, NM 87107	505-884-4433
Milks, Jr , Charles H Milks, Regina	LD OF THE FOOTHILLS	5224 2nd Street Suite A Albuquerque, NM 87107	505-884-4433
Milks, Jr , Charles H Milks, Regina	LD OF WEST ALBUQUERQUE	5224 2nd Street Suite A Albuquerque, NM 87107	505-884-4433
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Sampson, Gary	LD OF CLIFTON PARK-BALLSTON	P O Box 4389 Clifton Park, NY 12065	518-383-7774
Sampson, Gary	LD OF SCHENECTADY	P O Box 4389 Clifton Park, NY 12065	518-374-1210
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Kramer, Ted I	LD OF BAYSHORE-BRIGHTWATERS	P O Box 791 Deer Park, NY 11729	516-586-5528
Kramer, Ted I	LD OF BETHPAGE-MASSAPEQUA-SEAFORD	P O Box 791 Deer Park, NY 11729	516-586-5528
Kramer, Ted I	LD OF GARDEN CITY-HICKSVILLE-LEVITTOWN	P O Box 791 Deer Park, NY 11729	516-586-5528
Kramer, Ted I	LD OF GREAT NECK-MANHASSET-PORT WASHINGTON	P O Box 791 Deer Park, NY 11729	516-586-5528
Kramer, Ted I	LD OF MERRICK-BELLMORE-WANTAGH	P O Box 791 Deer Park, NY 11729	516-586-5528
Kramer, Ted I	LD OF NORTH BABYLON-DEER PARK	P O Box 791 Deer Park, NY 11729	516-586-5528
Kramer, Ted I	LD OF PLAINVIEW-OLD BETHPAGE	P O Box 791 Deer Park, NY 11729	516-586-5528
Kramer, Ted I	LD OF WEST ISLIP-NORTH BAYSHORE	P O Box 791 Deer Park, NY 11729	516-586-5528
Pflaumer, Kim	LD OF OYSTER BAY-SYOSSET	P O Box 318 East Norwich, NY 11732	516-628-0275
Augustine, Ronald J	LD OF POUGHKEEPSIE-HYDE PARK	177 Van Kleecks Lane Kingston, NY 12401	845-471-6788
Augustine, Ronald J	LD OF ULSTER AND N W DUTCHESS COUNTIES	177 Van Kleecks Lane Kingston, NY 12401	845-339-6788
Pelliccio, III, John R Pelliccio, Karen M	LD OF NORTH ROCKLAND	P O Box 341 New City, NY 10956	845-638-4999

Strategic-Partner	Market	Address	Phone
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Pelliccio, III, John R Pelliccio, Karen M	LD OF SUFFERN-MONSEY-SPRING VALLEY	P O Box 341 New City, NY 10956	845-638-4999
Cloninger, Aron	LD OF BROOKHAVEN	P O Box 479 Oyster Bay, NY 11771	631-244-0448
Cloninger, Aron	LD OF COMMACK-KINGS PARK	P O Box 479 Oyster Bay, NY 11771	631-244-0448
Cloninger, Aron	LD OF EAST SETAUKET-CORAM-ROCKY POINT	P O Box 479 Oyster Bay, NY 11771	631-244-0448
Cloninger, Aron	LD OF HUNTINGTON	P O Box 479 Oyster Bay, NY 11771	631-244-0448
Cloninger, Aron	LD OF NORTHPORT-GREENLAWN	P O Box 479 Oyster Bay, NY 11771	631-244-0448
Bernhardt, Adam	LD OF EAST MONROE COUNTY	P O Box 25093 Rochester, NY 14625	585-338-1520
Bernhardt, Adam	LD OF FAIRPORT-WEBSTER	P O Box 25093 Rochester, NY 14625	585-338-1520
Angus, Jeffrey G	LD OF CENTRAL WESTCHESTER	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G	LD OF PEEKSKILL-CORTLANDT-YORKTOWN	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G Farrell, Glenn	LD OF S E WESTCHESTER	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G Farrell, Glenn	LD OF WEST WESTCHESTER	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G Farrell, Glenn	LD OF WHITE PLAINS-SCARSDALE-TUCKAHOE-PELHAM	76 Viaduct Road Stamford, CT 06907	203-348-3025
Grolier, Jean-Marc	LD OF WAPPINGER FALLS	P O Box 127 Stormville, NY 12582	845-582-0545
Barry, Jason T	LD OF MIDDLETOWN-MONTGOMERY-NEWBURGH	P O Box 89 Washingtonville, NY 10992	845-496-0582
Barry, Jason T	LD OF GREATER MONROE-WASHINGTONVILLE-CORNWALL AREA	P O Box 89 Washingtonville, NY 10992	845-496-0582
Conklin, Ross N Navan, James E	LD OF THE HAMPTONS	P O Box 755 Water Mill, NY 11976	631-537-7122

Strategic-Partner	Market	Address	Phone
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Fisher, Keith N	LD OF HENDERSON COUNTY	P O Box 415 Candler, NC 28715	828-693-5900
Benbow, Richard J	LD OF CLAYTON-KNIGHTDALE	P O Box 971 Garner, NC 27529	919-977-4379
Benbow, Richard J	LD OF SOUTHERN WAKE COUNTY	P O Box 971 Garner, NC 27529	919-977-4379
Britt, Victor W	LD OF CARY-APEX	5265 Sunset Lake Road PMB #46 Holly Springs, NC 27540	919-362-1808
Britt, Victor W	LD OF CHAPEL HILL	5265 Sunset Lake Road PMB #46 Holly Springs, NC 27540	919-362-1808
Britt, Victor W	LD OF EAST RALEIGH-WAKE FOREST-FALLS LAKE	5265 Sunset Lake Road PMB #46 Holly Springs, NC 27540	919-362-1808
Britt, Victor W	LD OF PITTSBORO-SANFORD	5265 Sunset Lake Road PMB #46 Holly Springs, NC 27540	919-362-1808
Britt, Victor W	LD OF WEST DURHAM	5265 Sunset Lake Road PMB #46 Holly Springs, NC 27540	919-362-1808
Goheen, Michael A	LD OF HARRISBURG-EAST CHARLOTTE	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Goheen, Michael A Goheen, Steven M	LD OF LAKE NORMAN	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Goheen, Michael A Goheen, Steven M	LD OF LEWISVILLE-ADVANCE-PFAFFTOWN	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Goheen, Michael A	LD OF MATTHEWS-WEDDINGTON-BALLANTYNE	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Goheen, Michael A Goheen, Steven M	LD OF NORTH MECKLENBURG	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Goheen, Michael A	LD OF SOUTH CHARLOTTE	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Goheen, Michael A Goheen, Steven M	LD OF WINSTON-SALEM WEST	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Harkness, John H Harkness, Dorene G	LD OF GREENSBORO EAST	115C Gralin Street Kernersville, NC 27284	336-497-4845
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Strategic Partner	Market	Address	Phone
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Bland, Jr , William E	LD OF THE ALBEMARLE	P O Box 391 South Mills, NC 27976	252-771-3137
McGee, John E McGee, Susan S	LD OF BRUNSWICK COUNTY	P O Box 15072 Wilmington, NC 28408	910-452-0090
McGee, John E McGee, Susan S	LD OF WILMINGTON NC	P O Box 15072 Wilmington, NC 28408	910-452-0090
	OHIO		
Eggleston, Alan D	LD OF CHAGRIN FALLS-CHARDON	P O Box 1157 Chardon, OH 44024	440-241-9703
Eggleston, Alan D	LD OF WILLOUGHBY-MENTOR	P O Box 1157 Chardon, OH 44024	440-241-9703
Klima, Ross J	LD OF ELYRIA-AMHERST	1907 W State Street #145 Fremont, OH 43420	419-734-1035
Klima, Ross J	LD OF SANDUSKY-FREMONT	1907 W State Street #145 Fremont, OH 43420	419-734-1035
Faller, Chris Faller, Ginnie A	LD OF NW CINCINNATI	P O Box 223 Harrison, OH 45030	812-637-0563
Faller, Chris Faller, Ginnie A	LD OF WEST CINCINNATI	P O Box 223 Harrison, OH 45030	812-637-0563
Cooper, Scott A Cooper, Mary N	LD OF ARLINGTON-HILLIARD	P O Box 1326 Hilliard, OH 43026	614-771-1589
Cooper, Scott A Cooper, Mary N	LD OF DUBLIN-POWELL-WORTHINGTON	P O Box 1326 Hilliard, OH 43026	614-771-1589
Cooper, Scott A Cooper, Mary N	LD OF GROVE CITY-GALLOWAY	P O Box 1326 Hilliard, OH 43026	614-771-1589
Cooper, Scott A Cooper, Mary N	LD OF DELWARE-LEWIS CENTER	P O Box 1326 Hilliard, OH 43026	740-879-3774
Cooper, Scott A Cooper, Mary N	LD OF NEW ALBANY-GAHANNA	P O Box 1326 Hilliard, OH 43026	740-879-3774
Cooper, Scott A Cooper, Mary N	LD OF WESTERVILLE	P O Box 1326 Hilliard, OH 43026	740-879-3774
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Satcher, David G Jr	LD OF CENTERVILLE-SPRINGBORO	1900 Tytus Avenue Middletown, OH 45042	937-681-0400

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Satcher, David G Jr	LD OF MASON-WEST CHESTER	1900 Tytus Avenue Middletown, OH 45042	513-896-5296
Satcher, David G Jr	LD OF MIDDLETOWN, OHIO	1900 Tytus Avenue Middletown, OH 45042	513-422-9563
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Miller, Jacob C	LD OF WESTLAKE-NORTH OLMSTED	P O Box 450827 Westlake, OH 44145	440-554-3020
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Morrison, David S Morrison, Rhonda J	LD OF NORTH OKLAHOMA CITY	2410 West Memorial Road Suite C #414 Oklahoma City, OK 73134	405-509-2266
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Foose, Michael J	LD OF JOHNSTOWN	1904 N 4th Avenue Altoona, PA 16601	814-943-2430
Krape, Curt L	LD OF STATE COLLEGE-BELLEFONTE	132 Shady Farm Lane Bellefonte, PA 16823	814-383-2218
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Cieniewicz, Jody F Cieniewicz, Dawn M	LD OF SOUTHWEST BERKS	P O Box 55 Birdsboro, PA 19508	610-582-7285
Lipe, Jeffrey Mark Lipe, Denise	LD OF STROUDSBURG-BANGOR	P O Box 452 Brodheadsville, PA 18322	570-402-5002
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Day, Robert F Day, Kathleen M	LD OF NORTH WALES-LOWER GWYNEDD-AMBLER-WHITPAIN	P O Box 100 Chalfont, PA 18914	215-822-0346
Day, Robert F	LD OF WARRINGTON-WARMINSTER	P O Box 100 Chalfont, PA 18914	215-822-0346
Grasso, Salvatore A	LD OF LOWER MERION	P O Box 488 Chester Heights, PA 19017	610-361-8560
Wooleyhan, Jesse R Wooleyhan, Diane Lynn	LD OF ASTON-MIDDLETOWN	P O Box 901 Concordville, PA 19331	610-459-4477

Strategic-Partner	Market	Address	Phone
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Wooleyhan, Jesse R Wooleyhan, Diane Lynn	LD OF MARPLE-UPPER PROVIDENCE	P O Box 901 Concordville, PA 19331	610-459-4477
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Terry, Jr , Charles	LD OF WEST ALLENTOWN-WHITEHALL	P O Box 142 Coopersburg, PA 18036	610-838-2686
Cieniewicz, Jody F Cieniewicz, Dawn M	LD OF LEBANON-PALMYRA	P O Box 861 Lebanon, PA 17042-0861	717-270-0981
French, James L	LD OF LANCASTER NORTHWEST	P O Box 148 Millersville, PA 17551	717-397-2000
French, James L French, Michael L	LD OF NW YORK-DOVER-SHREWSBURY	P O Box 148 Millersville, PA 17551	717-397-2000
French, James L	LD OF WEST LANCASTER	P O Box 148 Millersville, PA 17551	717-397-2000
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Piccolo, Mark P	LD OF MECHANICSBURG	P O Box 616 New Cumberland, PA 17070	717-774-2446
Hill, Barbara E	LD OF GREATER BOYERTOWN AREA	P O Box 116 Oxford, PA 19363	610-497-2220
Hill, Barbara E	LD OF GREATER LANSDALE	P O Box 116 Oxford, PA 19363	610-497-2220
Hill, Barbara E	LD OF HAVERFORD TOWNSHIP	P O Box 116 Oxford, PA 19363	610-497-2220
Hill, Barbara E	LD OF TREDYFFRIN-EASTTOWN-NEWTOWN SQUARE	P O Box 116 Oxford, PA 19363	610-497-2220
May, Christopher	LD OF EAST LACKAWANNA COUNTY	P O Box 1030 Pittston, PA 18640	570-654-2575
May, Christopher	LD OF GREATER SCRANTON	P O Box 1030 Pittston, PA 18640	570-654-2575
May, Christopher	LD OF LUZERNE COUNTY	P O Box 1030 Pittston, PA 18640	570-654-2575

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Magda, Gregory W	LD OF EASTERN MONTGOMERY COUNTY	P O Box 2565 Warminster, PA 18974	215-672-8600
Magda, Gregory W	LD OF LOWER BUCKS COUNTY	P O Box 2565 Warminster, PA 18974	215-672-8600
Fransen, Erik C	LD OF EASTON	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
Fransen, Erik C	LD OF MACUNGIE-EMMAUS-COOPERSBURG	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
Fransen, Erik C	LD OF QUAKERTOWN-PERKASIE	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
Fransen, Erik C	LD OF WESTERN LEHIGH COUNTY	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
Deigan, John K	LD OF CRANBERRY TWP-GIBSONIA-MARS	P O Box 896 Wexford, PA 15090	724-935-0007
RHODE ISLAND			
Haworth, George W	LD OF CRANSTON-PROVIDENCE-PAWTUCKET	P O Box 3712 Pawtucket, RI 02861-0733	401-392-1025
Haworth, George W	LD OF CUMBERLAND-LINCOLN-SMITHFIELD	P O Box 3712 Pawtucket, RI 02861-0733	401-392-1025
Haworth, George W	LD OF KINGSTOWN-NARRAGANSETT-WESTERLY	P O Box 3712 Pawtucket, RI 02861-0733	401-392-1025
Haworth, George W	LD OF NEWPORT-PORTSMOUTH-BARRINGTON	P O Box 3712 Pawtucket, RI 02861-0733	401-392-1025
Haworth, George W	LD OF WARWICK-GREENWICH-COVENTRY	P O Box 3712 Pawtucket, RI 02861-0733	401-392-1025
SOUTH CAROLINA			
Bussert, Dave Bussert, Zackary D	LD OF CENTRAL COLUMBIA	P O Box 24661 Columbia, SC 29224	803-786-1414

Strategic Partner	Market	Address	Phone
Bussert, Dave Bussert, Zackary D	LD OF COLUMBIA SC	P O Box 24661 Columbia, SC 29224	803-786-1414
Bussert, Dave Bussert, Zackary D	LD OF LEXINGTON-WEST COLUMBIA	P O Box 24661 Columbia, SC 29224	803-786-1414
Webber, Timothy A	LD OF FLORENCE-DARLINGTON	927 Leyland Drive Florence, SC 29501	843-617-3265
Deloach, Mark D	LD OF BEAUFORT COUNTY	P O Box 7542 Garden City, GA 31418	843-837-5296
Fisher, Keith N	LD OF GREER	2131 Woodruff Road, Suite 2100 #343 Greenville, SC 29607	864-675-6610
Fisher, Keith N	LD OF MAULDIN-SIMPSONVILLE	2131 Woodruff Road, Suite 2100 #343 Greenville, SC 29607	864-675-6610
Goheen, Michael A	LD OF ROCK HILL-FORT MILL	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Schneider, Eileen M	LD OF GEORGETOWN COUNTY	P O Box 2218 Murrells Inlet, SC 29576	843-235-2070
Pope, Christopher G	LD OF HORRY COUNTY	P O Box 51152 Myrtle Beach, SC 29579	843-436-0189
Culpepper III, Shelton S	LD OF GOOSE CREEK-NORTH CHARLESTON	P O Box 576 Summerville, SC 29484	843-873-5711
Culpepper III, Shelton S	LD OF MT PLEASANT-ISLE OF PALMS	P O Box 576 Summerville, SC 29484	843-849-1029
Culpepper III, Shelton S	LD OF SOUTH CHARLESTON	P O Box 576 Summerville, SC 29484	843-873-5711
Culpepper III, Shelton S	LD OF SUMMERVILLE	P O Box 576 Summerville, SC 29484	843-873-5711
Culpepper III, Shelton S	LD OF WEST ASHLEY	P O Box 576 Summerville, SC 29484	843-873-5711
TENNESSEE			
Clark, Allen Clark, Renata C	LD OF CLEVELAND-OOLTEWAH	4015 Tennessee Avenue Chattanooga, TN 37409	423-708-7900
Clark, Allen Clark, Renata C	LD OF HIXSON-SIGNAL MOUNTAIN	4015 Tennessee Avenue Chattanooga, TN 37409	423-708-7900
Clark, Allen Clark, Renata C	LD OF SOUTH CHATTANOOGA	4015 Tennessee Avenue Chattanooga, TN 37409	423-708-7900

Strategic-Partner	Market	Address	Phone
Berry, Michael Gary	LD OF GREENEVILLE-MORRISTOWN-ROGERSVILLE	3390 Stone Dam Road Chuckey, TN 37641-4724	423-257-8987
Williams, Mark T Williams, Marcia M Williams, Bradley T	LD OF CLARKSVILLE	725 Madison Street Clarksville, TN 37040	931-648-4459
Williams, Mark T Williams, Marcia M Williams, Bradley T	LD OF FRANKLIN-BRENTWOOD	725 Madison Street Clarksville, TN 37040	615-665-9777
Williams, Mark T Williams, Marcia M Williams, Bradley T	LD OF GREEN HILLS-BELLEVUE	725 Madison Street Clarksville, TN 37040	615-665-9777
Williams, Mark T Williams, Marcia M Williams, Bradley T	LD OF HENDERSONVILLE-GOODLETTSVILLE-GALLATIN-MADISON	725 Madison Street Clarksville, TN 37040	615-665-9777
Williams, Mark T Williams, Marcia M Williams, Bradley T	LD OF ROBERTSON COUNTY	725 Madison Street Clarksville, TN 37040	615-665-9777
Tesreau, Kevin P Tesreau, Cynthia Lynn	LD OF BARTLETT-ARLINGTON-OAKLAND	P O Box 383313 Germantown, TN 38183-3313	901-385-0808
Tesreau, Kevin P Tesreau, Cynthia Lynn	LD OF EASTERN SHELBY COUNTY	P O Box 383313 Germantown, TN 38183-3313	901-385-0808
Morelock, Roy W	LD OF JOHNSON CITY-BRISTOL-BLOUNTVILLE	P O Box 1683 Kingsport, TN 37662	423-247-1600
Morelock, Roy W	LD OF KINGSPORT-JONESBOROUGH	P O Box 1683 Kingsport, TN 37662	423-247-1600
Mary, Michael E	LD OF EAST KNOXVILLE-SEVIER COUNTY	10933 McBride Lane Knoxville, TN 37932	865-777-0458
Mary, Michael E	LD OF MARYVILLE-ALCOA	10933 McBride Lane Knoxville, TN 37932	865-777-0458
Mary, Michael E	LD OF OAK RIDGE-LENOIR CITY-HARRIMAN	10933 McBride Lane Knoxville, TN 37932	865-777-0458
Mary, Michael E	LD OF WEST KNOXVILLE	10933 McBride Lane Knoxville, TN 37932	865-777-0458
Crombie, Dean H Crombie, Jo Ann R	LD OF ANTIOCH-SMYRNA	P O Box 956 Murfreesboro, TN 37133	615-962-7225
Crombie, Dean H Crombie, Jo Ann R	LD OF MURFREESBORO	P O Box 956 Murfreesboro, TN 37133	615-962-7225

Strategic-Partner	Market	Address	Phone
	TEXAS		
Johnson, Brad R	LD OF BEE CAVE-BARTON CREEK-WEST LAKE	P O Box 4856 Austin, TX 78765	512-872-5257
Johnson, Brad R	LD OF SOUTHWEST AUSTIN	P O Box 4856 Austin, TX 78765	512-872-5257
Fails, Jason W	LD OF BASTROP	P O Box 735 Bastrop, TX 78602-0735	512-289-3285
Shaw, Roslyn W	LD OF COPPERFIELD-WINDERMERE LAKES	17515 Spring Cypress Road Suite C333 Cypress, TX 77429-2689	713-742-2966
Shaw, Roslyn W	LD OF CYPRESS	17515 Spring Cypress Road Suite C333 Cypress, TX 77429-2689	713-742-2966
Toups, Lanny J Toups, Aaron M Toups, Corey	LD OF BEDFORD-EULESS-COLLEYVILLE	P O Box 380822 Duncanville, TX 75138	972-803-1682
Toups, Lanny J Toups, Aaron M	LD OF GRAND PRAIRIE	P O Box 380822 Duncanville, TX 75138	972-803-1682
Toups, Lanny J Toups, Corey Toups, Aaron M	LD OF NORTH ARLINGTON	P O Box 380822 Duncanville, TX 75138	972-803-1682
Toups, Lanny J Toups, Aaron M Toups, Corey	LD OF NORTH RICHLAND HILLS	P O Box 380822 Duncanville, TX 75138	972-803-1682
Toups, Lanny J Toups, Aaron M	LD OF SOUTH ARLINGTON	P O Box 380822 Duncanville, TX 75138	972-803-1682
Mitchell, Jr , Kenneth C Mitchell, Melody	LD OF NORTHWEST FORT WORTH	P O Box 163453 Ft Worth, TX 76161	817-577-1405
Mitchell, Jr , Kenneth C Mitchell, Melody	LD OF KELLER-SOUTHLAKE-HALTOM CITY	P O Box 163453 Ft Worth, TX 76161	817-577-1405
Harris, William D Jr	LD OF FRIENDSWOOD-LEAGUE CITY	310 Morningside Drive #1540 Friendswood, TX 77549	281-853-4828
Barnes, Craig R	LD OF GRANBURY-BURLESON	P O Box 7153 Granbury, TX 76049	817-243-4948
Barnes, Craig R	LD OF WEATHERFORD-STEPHENVILLE	P O Box 7153 Granbury, TX 76049	817-243-4948
Noordin, Shahul Hameed Mohamed	LD OF NORTHWEST HOUSTON	6020 Jessamine Street, Ste 207 Houston, TX 77081	832-831-6181
Noordin, Shahul Hameed Mohamed	LD OF SOUTHWEST HOUSTON	6020 Jessamine Street, Ste 207 Houston, TX 77081	832-831-6181

Strategic-Partner	Market	Address	Phone
Barren, Richard H	LD OF MISSOURI CITY-STAFFORD	22136 Westheimer Parkway #734 Katy, TX 77450-8296	281-712-1183
Barren, Richard H	LD OF SOUTH KATY	22136 Westheimer Parkway #734 Katy, TX 77450-8296	281-712-1183
Barren, Richard H	LD OF SUGAR LAND-RICHMOND	22136 Westheimer Parkway #734 Katy, TX 77450-8296	281-712-1183
Brown, Zane Brown, Amanda	LD OF AVERY RANCH-LAKE TRAVIS	3550 Lakeline Blvd Ste 170 Box #1014 Leander, TX 78641	512-337-5023
Brown, Zane Brown, Amanda	LD OF CEDAR PARK-LEANDER	3550 Lakeline Blvd Ste 170 Box #1014 Leander, TX 78641	512-337-5023
Smith, Jr , Raymond L Smith, Christopher M Smith, Kevin M	LD OF FLOWER MOUND-COPPELL	340 Lake Park Road Lewisville, TX 75057	214-227-9292
Smith, Jr , Raymond L Smith, Christopher M Smith, Kevin M	LD OF FRISCO-LITTLE ELM	340 Lake Park Road Lewisville, TX 75057	214-227-9292
Smith, Jr , Raymond L Smith, Christopher M Smith, Kevin M	LD OF LEWISVILLE	340 Lake Park Road Lewisville, TX 75057	214-227-9292
Smith, Jr , Raymond L Smith, Christopher M Smith, Kevin M	LD OF PLANO	340 Lake Park Road Lewisville, TX 75057	214-227-9292
Polmanteer, Kristena A	LD OF TOMBALL	6606 FM 1488 Ste 148-114 Magnolia, TX 77354	281-789-4580
Polmanteer, Kristena A	LD OF THE WOODLANDS-MAGNOLIA	6606 FM 1488 Ste 148-114 Magnolia, TX 77354	281-789-4580
Best, Mark W	LD OF SOUTH FORT WORTH-MANSFIELD	P O Box 1487 Mansfield, TX 76063	817-734-3215
Powell, Ross J	LD OF ALLEN	P O Box 6407 McKinney, TX 75071	214-733-0201
Powell, Ross J	LD OF McKINNEY	P O Box 6407 McKinney, TX 75071	214-733-0201
Armstrong, Joel	LD OF PEARLAND-MANVEL	P O Box 841753 Pearland, TX 77584	281-692-2498
Anderson, Richard D Anderson, Patricia W	LD OF NEW BRAUNFELS-CIBOLO	18745 Goll Street, Ste 304 San Antonio, TX 78266	210-651-1698
Anderson, Richard D Anderson, Patricia W	LD OF NORTHEAST SAN ANTONIO	18745 Goll Street, Ste 304 San Antonio, TX 78266	210-651-1698

Strategic-Partner	Market	Address	Phone
Shopher, Jerry W Holbert, Gary L	LD OF RICHARDSON	P O Box 37 Sherman, TX 75091-0037	972-994-0851
Shopher, Jerry W Holbert, Gary L	LD OF SHERMAN	P O Box 37 Sherman, TX 75091-0037	972-994-0851
McKeever, Kamecheal	LD OF EAST SPRING	7312 Louetta Rd Ste B-118, #203 Spring, TX 77379-6175	832-463-1333
McKeever, Kamecheal	LD OF WEST SPRINGS-CHAMPIONS-NORTHGATE	7312 Louetta Road Ste B-118, #203 Spring, TX 77379-6175	832-463-1333
	UTAH		
Herget, Randy	LD OF BOUNTIFUL-KAYSVILLE	P O Box 254 Kaysville, UT 84037	801-513-2992
Norton, Chad Summers, Nicholas	LD OF CACHE VALLEY	P O Box 3668 Logan, UT 84323	435-753-5296
Norton, Chad	LD OF NORTH DAVIS AND MORGAN COUNTY	P O Box 3668 Logan, UT 84323	435-753-5296
Norton, Chad	LD OF WEBER COUNTY	P O Box 3668 Logan, UT 84323	435-753-5296
Bybee, Kent Marion Bybee, Carolyn Jones Bybee	LD OF LEHI-AMERICAN FORK-PLEASANT GROVE	212 E Crossroads #105 Saratoga Springs, UT 84043	801-766-5995
Bybee, Kent Marion Bybee, Carolyn Jones Bybee	LD OF OREM-PROVO-SPANISH FORK	212 E Crossroads #105 Saratoga Springs, UT 84043	801-766-5995
	VIRGINIA		
Donovan, Lisa Donovan, William Jr	LD OF HANOVER-GOOCHLAND	10974 Richardson Road Ashland, VA 23005	804-550-3800
Donovan, Lisa Donovan, William Jr	LD OF WEST HENRICO	10974 Richardson Road Ashland, VA 23005	804-550-3800
Donovan, Lisa Donovan, William Jr	LD OF CHESTERFIELD	10974 Richardson Road Ashland, VA 23005	804-550-3800
Donovan, Lisa Donovan, William Jr	LD OF MIDLOTHIAN	10974 Richardson Road Ashland, VA 23005	804-550-3800
Stuedemann, John A Jr Stuedemann, Angela D	LD OF GREAT BRIDGE-HICKORY-DEEP CREEK AND GREENBRIER	P O Box 2892 Chesapeake, VA 23327	757-436-4265
O'Roke, Eric W	LD OF NORTHERN SHENANDOAH VALLEY	P O Box 265 Clear Brook, VA 22624	540-665-1990
DeKraft, Jeannette B Neie, Kimberly	LD OF FAIRFAX NORTH	10818 Fairchester Drive Fairfax, VA 22030	703-591-5665
DeKraft, Jeannette B Neie, Kimberly	LD OF FAIRFAX SOUTH	10818 Fairchester Drive Fairfax, VA 22030	703-591-5665

Strategic-Partner	Market	Address	Phone
Bradford, Christopher W Bradford, Erin E	LD OF GAINESVILLE-BRISTOW-HAYMARKET-FAUQUIER	P O Box 5407 Fredericksburg, VA 22403	540-286-3074
Bradford, Christopher W Bradford, Erin E	LD OF STAFFORD-CULPEPER	P O Box 5407 Fredericksburg, VA 22403	540-286-3074
Martin, Terrell Blaine Martin, Patricia Craig	LD OF CENTRAL VIRGINIA	P O Box 11153 Lynchburg, VA 24506	434-528-4200
Hodgson, Joseph D	LD OF GREAT FALLS-WEST MCLEAN-RESTON	P O Box 7906 McLean, VA 22106	877-762-4461
Hodgson, Joseph D	LD OF MCLEAN-LANGLEY	P O Box 7906 McLean, VA 22106	877-762-4461
Wade, Shawn P Wade, Frank R Wade, Patricia A	LD OF SALEM-HOLLINS	P O Box 221 Salem, VA 24153	540-345-0530
Wade, Shawn P Wade, Frank R Wade, Patricia A	LD OF SOUTHWEST ROANOKE	P O Box 221 Salem, VA 24153	540-345-0530
Lawless, IV, Andrew F	LD OF ALEXANDRIA	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F	LD OF BURKE-SPRINGFIELD	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F	LD OF EAST LOUDOUN	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F	LD OF FAIRFAX EAST-VIENNA EAST	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F	LD OF FALLS CHURCH-ARLINGTON	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F	LD OF LEE-MT VERNON	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F	LD OF SOUTH FAIRFAX CITY-KINGS PARK WEST	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Madden, Jr, Stephen R Madden, Marietta A	LD OF BAYSIDE-GREAT NECK	P O Box 64916 Virginia Beach, VA 23467	757-436-4965
Madden, Jr, Stephen R	LD OF KEMPSVILLE	P O Box 64916 Virginia Beach, VA 23467	757-436-4965
Madden, Jr, Stephen R	LD OF VIRGINIA BEACH SOUTH	P O Box 64916 Virginia Beach, VA 23467	757-436-4965

Strategic Partner	Market	Address	Phone
Pierpoint, Gary B	LD OF MANASSAS-DUMFRIES	P O Box 2425 Woodbridge, VA 22195	703-590-7950
Pierpoint, Gary B	LD OF WOODBRIDGE	P O Box 2425 Woodbridge, VA 22195-0408	703-590-7950
	WASHINGTON		
Williams, Christopher M	LD OF NORTH SPOKANE	P O Box 141753 Spokane Valley, WA 99214	509-474-1017
Williams, Christopher M	LD OF SOUTH SPOKANE	P O Box 141753 Spokane Valley, WA 99214	509-474-1017
	WEST VIRGINIA		
O'Roke, Eric W	LD OF BERKELEY-JEFFERSON COUNTIES	P O Box 1105 Martinsburg, WV 25402-1105	304-263-1966
	WISCONSIN		
Sonderegger, Paul O Sonderegger, Mary	LD OF EAST TROY-WAUKESHA-MUKWONAGO-WATERFORD	P O Box 973 East Troy, WI 53120	262-366-7736
Sonderegger, Paul O Sonderegger, Mary	LD OF NEW BERLIN-MUSKEGO	P O Box 973 East Troy, WI 53120	262-366-7736
Sonderegger, Paul O Sonderegger, Mary	LD OF SOUTHWEST MILWAUKEE	P O Box 973 East Troy, WI 53120	262-366-7736
Bounting, Chad Bounting, Amanda	LD OF HUDSON-RIVER FALLS-NEW RICHMOND	P O Box 806 Hudson, WI 54016	715-381-8253
Grutz, Jerry A Grutz, Cathleen J	LD OF LA CROSSE	P O Box 3522 La Crosse, WI 54602-3522	608-781-5044
Grutz, Jerry A Grutz, Cathleen J	LD OF EAST MADISON-WAUNAKEE	P O Box 46167 Madison, WI 53744	608-270-6210
Grutz, Jerry A Grutz, Cathleen J	LD OF SUN PRAIRIE-COTTAGE GROVE-DE FOREST	P O Box 46167 Madison, WI 53744	608-270-6210
Grutz, Jerry A Grutz, Cathleen J	LD OF VERONA-STOUGHTON	P O Box 46167 Madison, WI 53744	608-270-6210
Grutz, Jerry A Grutz, Cathleen J	LD OF WEST MADISON-MIDDLETON	P O Box 46167 Madison, WI 53744	608-270-6210

FRANCHISE AGREEMENTS SIGNED – NOT YET OPERATIONAL AS OF DECEMBER 31, 2017

CONNECTICUT

Brian Mazzone and Mario Luciani
Lawn Doctor of Middletown-Essex
Lawn Doctor of Old Lyme-Groton
150 Bradley Street
East Haven, CT 06512
(203) 951-3221

TEXAS

Kevin M & Rachel M Galbreath
Lawn Doctor of South Austin-San Marcos
555 Rebel Road #1296
Kyle, TX 78640
(512) 269-0777

Curtis & Terri Krupp
Lawn Doctor of Rockwall-Heath
Lawn Doctor of Sunnyvale-Forney
3021 Ridge Road #188
Rockwall, TX 75032
(469) 410-1748

Vernie R & Ann R Glasson
Lawn Doctor of Greater Waco
7725 Central Park Drive, Suite 5
Woodway, TX 76712
(254) 424-9090

EXHIBIT K

LIST OF FORMER STRATEGIC-PARTNERS

2017 TRANSFERS AND TERMINATIONS AS OF DECEMBER 31, 2017

CALIFORNIA

Michael D Chisman –**Transfer**
Mary Beth Chrisman
Lawn Doctor of Claremont-Upland-Chino
Lawn Doctor of Rancho-Cucamonga
Ontario, CA 91761
(909) 923-9262

ILLINOIS

Allyn Davis – **Terminated**
Lawn Doctor of Elmhurst-Villa Park
Hillside, IL 60162
(708) 540-4031

KANSAS

Timothy Knox – **Terminated**
Lawn Doctor of Olathe
Lawn Doctor of Overland Park
Olathe, KS 66062
(913) 393-5411

MASSACHUSETTS

Paul D Grand Pre – **Transfer**
Lawn Doctor of Marblehead-Peabody
Lawn Doctor of Melrose-Wakefield
Lawn Doctor of Winchester-Arlington
Peabody, MA 01961
(978) 594-8796

NEW JERSEY

Mark Marcario – **Transfer**
Lawn Doctor of Middletown-Lincroft-Oak Hill
Matawan, NJ 07747
(732) 817-0909

NEW YORK

Russell M Rowe – **Transfer**
Lawn Doctor of Bayport-Sayville
Bayport, NY 11705
(631) 384-1977

OHIO

Jeremy Hildebrand – **Transfer**
Lawn Doctor of Beavercreek-Bellbrook
Lawn Doctor of Centerville-Springboro
Beavercreek, OH 45434
(937) 681-0400

Christopher D Miller – **Terminated**
Lawn Doctor of Perrysburg-Maumee
Lawn Doctor of Sylvania-Holland
Toledo, OH 43614
(419) 754-0925

Pamela L Phillips-Rossi – **Transfer**
Lawn Doctor of Delaware-Lewis Center
Lawn Doctor of New Albany-Gahanna
Lawn Doctor of Westerville
Westerville, OH 43086
(740) 879-3774

PENNSYLVANIA

Steven P Litten – **Terminated**
Deborah P Litten
Lawn Doctor of Chambersburg-Gettysburg-Hanover
Gettysburg, PA 17325
(717) 337-0887

TEXAS

Alfonso M Castaneda – **Terminated**
Melinda Castaneda
Lawn Doctor of Round Rock
Pflugerville, TX 78660
(512) 212-7326

VIRGINIA

Douglas L Reier – **Terminated**
Lawn Doctor of Williamsburg
Lawn Doctor of Yorktown-Grafton
Poquoson, VA 23662
(757) 867-5296

EXHIBIT L

FINANCIAL STATEMENTS

ADDITIONAL DISCLOSURES FOR THE MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF LAWN DOCTOR, INC.

The following are additional disclosures for the Franchise Disclosure Document of LAWN DOCTOR, INC required by various state franchise laws Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures

CALIFORNIA

1 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

2 SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT

3 OUR WEBSITE, www lawndoctor com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www dbo ca gov

4 The following risk factor is added to the State Cover Page

THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS AND MAY NOT BE ENFORCEABLE IN SOME STATES, INCLUDING, BUT NOT LIMITED TO, A TIME LIMIT TO RAISE CLAIMS AGAINST US, A LIMITATION OF DAMAGES, AND A WAIVER OF JURY TRIAL

5 The following is added to the end of Item 3

Neither LDI, nor any person in Item 2 of the Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling such person from membership in that association or exchange

6 The following sentence is added to the "Remarks" column of the line-item titled "Interest" in Item 6

The highest interest rate allowed under California law is 10% annually

7 The following sentence is added to the end of Item 10

Notwithstanding anything to the contrary above, LDI will not require any franchisee to pay an interest rate higher than the interest rate permitted under California law

8 The following paragraphs are added to the end of Item 17

California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise If the Agreement contains a provision that is inconsistent with the law, and the law applies, then the law will control

The Agreement contains a covenant not to compete that extends beyond termination of the franchise This provision might not be enforceable under California law

The Agreement provides for termination upon insolvency This provision might not be enforceable under federal bankruptcy law (11 U S C A Sec 101 et seq)

The Agreement requires application of the laws of the State of New Jersey This provision might not be enforceable under California law

The Agreement requires binding arbitration at a location specified by the arbitrator within ten (10) miles of LDI's principal place of business at the time the arbitration demand is filed You will be required to travel to that location and pay the expenses you incur in any such arbitration proceeding 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

You must sign a general release of claims if you renew or transfer your franchise California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 – 31516) Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043)

ILLINOIS

1 The following statements are added to the end of Item 17

Except for the Federal Arbitration Act that applies to arbitration, Illinois law governs the Franchise Agreement

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 take place outside of Illinois

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void

MARYLAND

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

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law (The form of general release that LDI currently intends to use in connection with franchise transfers and renewals is included in the Assignment and Assumption Agreement appearing at Exhibit C of this Disclosure Document)

2 The following language is added to the end of the "Summary" section of Item 17(h), entitled **"Cause" defined – non-curable defaults**

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U S C Section 101 et seq), but LDI will enforce it to the extent enforceable

3 The "Summary" section of Item 17(v), entitled **Choice of forum**, is amended to read as follows

Arbitration of most disputes within 10 miles of LDI's then current principal office (currently in New Jersey), except that, subject to your arbitration obligation, and to the extent required by the Maryland Franchise Registration and Disclosure Law, you may bring an action in Maryland

4 The "Summary" section of Item 17(w), entitled **Choice of forum**, is amended to read as follows

New Jersey law generally applies, except for Federal Arbitration Act, other federal law, and claims arising under the Maryland Franchise Registration and Disclosure Law

MINNESOTA

1 The following paragraph is added to the end of Item 13

LDI will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any Mark pursuant to and in compliance with the Agreement, and for all costs you reasonably incur in defending any such claim brought against you or in any such proceeding in which you are named as a party, provided that you have timely notified LDI of such claim or proceeding and have otherwise complied with the Agreement

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

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law

3 The following paragraphs are added to the end of Item 17

For franchises governed by the Minnesota Franchises Law, LDI will comply with Minn Stat Sec 80C 14, Subds 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement

Minnesota Statutes, Section 80C 21 and Minnesota Rule 2860 4400(J) prohibit LDI from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Disclosure Document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction However, LDI and you will enforce these provisions in the Agreement to the extent the law allows

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT H 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, INVESTOR PROTECTION BUREAU, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

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 to the end of Item 3

Neither LDI, any predecessor, any person identified in Item 2, an affiliate offering franchises under LDI's principal trademark, nor a parent or affiliate who induces franchise sales by promising to back LDI financially or otherwise guarantees LDI's performance

a) has an administrative, criminal, or civil action pending against that party 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 or was a party to any material civil action involving the franchise relationship in the last fiscal year,

b) 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 been held liable in a civil action alleging violation of a franchise, antifraud, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable allegations, or

c) Neither LDI, any predecessor, any person identified in Item 2, an affiliate offering or selling franchises within the past 10 years, nor a parent or affiliate who induces franchise sales by promising to back LDI financially or otherwise guarantees LDI's performance 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, as a result of a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities 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 LDI, a parent, nor any of LDI's affiliates, predecessors, officers, or general partners, during the 10-year period immediately preceding the date of the Disclosure Document (a) has filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or any foreign bankruptcy laws, (b) obtained a discharge of debts under the U S Bankruptcy Code or any foreign bankruptcy laws, 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 any foreign bankruptcy laws or that obtained a discharge of its debts under the U S Bankruptcy Code or any foreign bankruptcy laws during or within 1 year after that officer or general partner held this position in the company or partnership

4 The following is added to the end of Item 5

The initial franchisee fee constitutes part of LDI's general operating funds and will be used as such in LDI's discretion

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

However, to the extent required by Article 33 of the General Business Law of the State of New York, 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 is added to the end of the "Summary" section of Item 17(d), entitled **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), entitled **Assignment of contract by franchisor**

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

8 The following is added to the end of the "Summary" section of Item 17(s), entitled **Modification of the Agreement**

Modifications to the Operating Manual will not unreasonably affect your obligations, including economic requirements, under the Agreement

9 The following is added to the end of the "Summary" sections of Item 17(v), entitled **Choice of forum**, and Item 17(w), entitled **Choice of law**

, provided, however, that to the extent required by Article 33 of the General Business Law of the State of New York, this section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law and the regulations issued thereunder

NORTH DAKOTA

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

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law

2 The following is added to the end of the "Summary" section of Item 17(r), entitled **Non-competition covenants after the franchise is terminated or expires**

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota However, LDI will seek to enforce them to the extent enforceable

3 The following is added to the end of the "Summary" section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**

However, to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), arbitration will be at a site to which LDI and you mutually agree

4 The "Summary" section of Item 17(v), entitled **Choice of forum**, is deleted and replaced with the following

New Jersey, except that subject to your arbitration obligation, and to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota

5 The "Summary" section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following

New Jersey, except to the extent otherwise required by the North Dakota Franchise Investment Law, North Dakota law applies

RHODE ISLAND

1 The "Summary" section of Item 17(v), entitled **Choice of forum**, is amended to read as follows

Arbitration of most disputes within 10 miles of LDI's then current principal office (currently in New Jersey), except that, subject to your arbitration obligation, and to the extent required by the Rhode Island Franchise Investment Act, you may bring an action in Rhode Island

2 The "Summary" section of Item 17(w), entitled **Choice of law**, is amended to read as follows

New Jersey law generally applies, except for Federal Arbitration Act, other federal law, and claims arising under the Rhode Island Franchise Investment Act

VIRGINIA

1 The following is added to the State Cover Page as an additional Risk Factor

PLEASE NOTE THAT AS OF DECEMBER 31, 2017, 65 1% OF LAWN DOCTOR, INC AND SUBSIDIARIES TOTAL ASSETS (INCLUDING GOODWILL) ARE INTANGIBLE YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY

WASHINGTON

1 The following paragraph is added to the end of Item 5

Franchisees who receive financial incentives to refer franchise prospects to us may be required to register as franchise brokers under the laws of the State of Washington

2 The following paragraph is added to the end of Item 17

If any of the provisions in this Disclosure Document or Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19 100 180 or any other requirements of the Washington Franchise Investment Protection Act (the "Act"), the provisions of the Act will prevail over the inconsistent terms of the Disclosure Document or Agreement

THE FOLLOWING PAGES ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS
BETWEEN LAWN DOCTOR, INC
AND _____
DATED _____

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY"), and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ _____ ("STRATEGIC-PARTNER"), as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date")

1 **BACKGROUND** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider This Rider is annexed to and forms part of the Franchise Agreement This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Illinois, and/or (b) STRATEGIC-PARTNER is a resident of Illinois

2 **GOVERNING LAW** Section 15 G of the Franchise Agreement is deleted in its entirety and replaced with the following

> Except for the Federal Arbitration Act that applies to arbitration, Illinois law governs the Franchise Agreement

3 **JURISDICTION** Section 15 H of the Franchise Agreement is deleted in its entirety and replaced with the following

> 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 take place outside of Illinois

4 **WAIVER OF JURY TRIAL** The following language is added to the end of Section 15 J of the Franchise Agreement

> However, this waiver shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 260 609

5 **ILLINOIS FRANCHISE DISCLOSURE ACT** The following language is added as a new Section 15 O of the Franchise Agreement

O **ILLINOIS FRANCHISE DISCLOSURE ACT**

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void However, that Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any provision of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code

IN WITNESS WHEREOF, the parties have executed this Rider on the Rider Date

LAWN DOCTOR, INC

By _____
Title _____
Date _____

_____
STRATEGIC-PARTNER

Date _____

_____
STRATEGIC-PARTNER

Date _____

RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND
BETWEEN LAWN DOCTOR, INC
AND _____
DATED _____

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY"), and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ _____ ("STRATEGIC-PARTNER"), as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date")

1 **BACKGROUND** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider This Rider is annexed to and forms part of the Franchise Agreement This Rider is being signed because (a) STRATEGIC-PARTNER is a resident of Maryland, and/or (b) the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Maryland

2 **ACKNOWLEDGMENTS** The following language is added to the end of Section 1 B and Section 15 C of the Franchise Agreement

> Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

3 **RELEASES** The following language is added to the end of Section 11 C (7) and to the end of the first sentence of Section 12 C of the Franchise Agreement

> , provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

4 **GOVERNING LAW** The following language is added to the end of Section 15 G of the Franchise Agreement

> However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law

5 **JURISDICTION** The following language is added to the end of Section 15 H of the Franchise Agreement

Notwithstanding the foregoing, STRATEGIC-PARTNER may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

6 **LIMITATIONS OF CLAIMS** The following language is added to the end of Section 15 M of the Franchise Agreement

, except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise

IN WITNESS WHEREOF, the parties have executed this Rider on the Rider Date

LAWN DOCTOR, INC

By _____
Title _____
Date _____

_____
STRATEGIC-PARTNER

Date _____

_____
STRATEGIC-PARTNER

Date _____

RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA
BETWEEN LAWN DOCTOR, INC
AND _____
DATED _____

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY"), and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ _____ ("STRATEGIC-PARTNER"), as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date")

1 **BACKGROUND** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider This Rider is annexed to and forms part of the Franchise Agreement This Rider is being signed because (a) the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Minnesota, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota

2 **MARKS** The following language is added as a new Section 3 C of the Franchise Agreement

C **INDEMNIFICATION OF STRATEGIC-PARTNER**

COMPANY agrees to indemnify STRATEGIC-PARTNER against and to reimburse STRATEGIC-PARTNER for all damages for which it is held liable in any proceeding arising out of its authorized use of any Mark pursuant to and in compliance with this Agreement, and for all costs reasonably incurred by STRATEGIC-PARTNER in the defense of any such claim brought against him or in any such proceeding in which he is named as a party, provided that STRATEGIC-PARTNER has timely notified COMPANY of such claim or proceeding and has otherwise complied with this Agreement

3 **RELEASES** The following language is added to the end of Section 11 C(7) and to the end of the first sentence of Section 12 C of the Franchise Agreement

, provided, however, that such general release shall not apply to the extent prohibited by the Minnesota Franchises Law

4 **RENEWAL AND TERMINATION** The following language is added to the end of Section 12 B and to the end of Section 13 of the Franchise Agreement

Minnesota law provides STRATEGIC-PARTNER with certain termination and non-renewal rights Minn Stat Section 80C 14, subd 3, 4 and 5 require, except in certain specified cases, that STRATEGIC-PARTNER be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of this Agreement

5 **INJUNCTIVE RELIEF** Section 15 C of the Franchise Agreement is deleted in its entirety and is replaced with the following

C **INJUNCTIVE RELIEF.**

Notwithstanding anything to the contrary contained in Subsection F of this Section, either party may seek in a court of competent jurisdiction an action or actions for temporary or preliminary injunctive relief, provided, however, that such party shall contemporaneously submit the dispute for arbitration on the merits in accordance with Subsection F of this Section STRATEGIC-PARTNER agrees that the COMPANY may seek such temporary or preliminary injunctive relief, but upon due notice, and STRATEGIC-PARTNER's sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby)

6 **GOVERNING LAW/JURISDICTION** The following language is added to the end of Sections 15 G and 15 H of the Franchise Agreement

Minnesota Statutes, Section 80C 21 and Minnesota Rule 2860 4400(J) prohibit the COMPANY from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring STRATEGIC-PARTNER to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of STRATEGIC-PARTNER's rights as provided for in Minnesota Statutes, Chapter 80C or STRATEGIC-PARTNER's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

7 **WAIVER OF PUNITIVE DAMAGES/WAIVER OF JURY TRIAL** The following language is added to the beginning of Section 15 I and to the beginning of Section 15 J of the Franchise Agreement

Except as otherwise required by the Minnesota Franchises Law,

8 **LIMITATIONS OF CLAIMS** The following language is added to the end of Section 15 M of the Franchise Agreement

Minnesota law provides that no action may be commenced pursuant to Minn Stat Section 80C 17 more than three (3) years after STRATEGIC-PARTNER pays the initial franchise fee due upon execution of this Agreement Minn Stat Section 80C 17, subd 5

IN WITNESS WHEREOF, the parties have executed this Rider on the Rider Date

LAWN DOCTOR, INC.

By _____
Title _____
Date _____

_____
STRATEGIC-PARTNER

Date _____

_____
STRATEGIC-PARTNER

Date _____

RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY"), and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ _____ ("STRATEGIC-PARTNER"), as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date")

1 **BACKGROUND** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider This Rider is annexed to and forms part of the Franchise Agreement This Rider is being signed because (a) STRATEGIC-PARTNER is a resident of the State of New York and the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York

2 **TRANSFER BY THE COMPANY** The following language is added to the end of Section 11 A of the Franchise Agreement

> However, to the extent required by applicable law, no transfer will be made except to an assignee who, in the COMPANY's good faith judgment, is willing and able to assume the COMPANY's obligations under this Agreement

3 **RELEASES** The following language is added to the end of Section 11 C and Section 12 C of the Franchise Agreement

> Notwithstanding the foregoing, to the extent required by Article 33 of the General Business Law of the State of New York, all rights enjoyed by STRATEGIC-PARTNER and any causes of action arising in STRATEGIC-PARTNER'S 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 the proviso that the non-waiver provisions of GBL 687 and 687 5 be satisfied

4 **TERMINATION OF AGREEMENT - BY STRATEGIC-PARTNER** The following language is added to the end of Section 13 of the Franchise Agreement

> STRATEGIC-PARTNER may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York

5 **GOVERNING LAW** The following language is added to the end of Section 15 G of the Franchise Agreement

> However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon STRATEGIC-PARTNER by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder

6 **JURISDICTION** The following language is added to the end of Section 15 H of the Franchise Agreement

> However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon STRATEGIC-PARTNER by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder

7 **LIMITATIONS OF CLAIMS** The following language is added to the end of Section 15 M of the Franchise Agreement

> However, to the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in STRATEGIC-PARTNER's 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 provision that the non-waiver provisions of GBL Sections 687 4 and 687 5 be satisfied

8 **APPLICATION OF RIDER** There are circumstances in which an offering made by the COMPANY would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York However, an offer or sale is deemed to be made in New York if STRATEGIC-PARTNER is domiciled, and the franchise will be operated, in New York The COMPANY is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33

IN WITNESS WHEREOF, the parties have executed this Rider on the Rider Date

LAWN DOCTOR, INC

By _____
Title _____
Date _____

_____
STRATEGIC-PARTNER

Date _____

_____
STRATEGIC-PARTNER

Date _____

RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY"), and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ _____ ("STRATEGIC-PARTNER"), as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date")

1 **BACKGROUND** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider This Rider is annexed to and forms part of the Franchise Agreement This Rider is being signed because (a) STRATEGIC-PARTNER is a resident of North Dakota and the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in North Dakota, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota

2 **RELEASES** The following language is added to the end of Section 11 C(7) and to the end of the first sentence of Section 12 C of the Franchise Agreement

> , however, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law

3 **COVENANT NOT TO COMPETE** The following language is added to the end of Section 14 D of the Franchise Agreement

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota However, STRATEGIC-PARTNER acknowledges and agrees that the COMPANY intends to seek enforcement of such provisions to the extent enforceable under the law

4 **ARBITRATION** The second paragraph of Section 15 F of the Franchise Agreement is deleted in its entirety and is replaced with the following

> Arbitration shall take place at a location specified by the arbitrator within ten (10) miles of the COMPANY's then-current principal place of business, however, to the extent required by the North Dakota Franchise Investment Law

(unless preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site to which the COMPANY and STRATEGIC-PARTNER agree The arbitrator shall have no authority to select a hearing locale other than as described in the prior sentence The award of the arbitrator shall be final and judgment upon the award may be entered in any court of competent jurisdiction The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates Any such claim which is not submitted or filed in such proceeding shall be barred

5 **GOVERNING LAW** Section 15 G of the Franchise Agreement is deleted in its entirety and replaced with the following

All matters relating to arbitration shall be governed by the Federal Arbitration Act Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U S C Sections 1051 et seq) or other federal law, and except to the extent required by the North Dakota Franchise Investment Law in which case North Dakota law will apply to this Agreement, this Agreement, the Franchise and relationship of the parties shall be governed by the laws of the State of New Jersey, without regard for its conflicts of laws principles, except that any New Jersey law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Subsection G

6 **JURISDICTION** The following language is added to the end of Section 15 H of the Franchise Agreement

However, the North Dakota Commissioner of Securities has required that the COMPANY include herein the fact that the Commissioner has held that requiring strategic-partners to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law

7 **WAIVER OF PUNITIVE DAMAGES** Section 15 I of the Franchise Agreement is deleted in its entirety to the extent required by the North Dakota Franchise Investment Law

8 **WAIVER OF JURY TRIAL** Section 15 J of the Franchise Agreement is deleted in its entirety to the extent required by the North Dakota Franchise Investment Law

9 **LIMITATIONS OF CLAIMS** The following language is added to the end of Section 15 M of the Franchise Agreement

The time limitations set forth in this Subsection might be modified by the North Dakota Franchise Investment Law

IN WITNESS WHEREOF, the parties have executed this Rider on the Rider Date

LAWN DOCTOR, INC.

By _____
Title _____
Date _____

_____
STRATEGIC-PARTNER

Date _____

_____
STRATEGIC-PARTNER

Date _____

RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF RHODE ISLAND
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY"), and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ _____ ("STRATEGIC-PARTNER"), as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date")

1 **BACKGROUND** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider This Rider is annexed to and forms part of the Franchise Agreement This Rider is being signed because (a) STRATEGIC-PARTNER is a resident of Rhode Island and the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Rhode Island, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island

2 **GOVERNING LAW/JURISDICTION** The following is added to the end of Section 15 G and Section 15 H of the Franchise Agreement

> Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act "

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Rider on the Rider Date

LAWN DOCTOR, INC

By _____
Title _____
Date _____

_____
STRATEGIC-PARTNER

Date _____

_____
STRATEGIC-PARTNER

Date _____

RIDER TO
LAWN DOCTOR, INC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WASHINGTON
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC , a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY"), and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ _____("STRATEGIC-PARTNER") as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date")

1 **BACKGROUND** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider This Rider is annexed to and forms part of the Franchise Agreement This Rider is being signed because (a) STRATEGIC-PARTNER is a resident of Washington, and/or (b) the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Washington, and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington

2 **WASHINGTON LAW** The following paragraphs are added to the end of Section 15 of the Franchise Agreement

In recognition of the requirements of the Washington Franchise Investment Protection Act (the "Act") and the rules and regulations promulgated thereunder, the Agreement shall be modified as follows

The State of Washington has a statute, RCW 19 100 180, which might supersede this Agreement in STRATEGIC-PARTNER's relationship with the COMPANY, including the areas of termination and renewal of STRATEGIC-PARTNER's Franchise There might also be court decisions which supersede this Agreement in STRATEGIC-PARTNER's relationship with the COMPANY, including termination and renewal of STRATEGIC-PARTNER's Franchise

In any arbitration involving a franchise purchased in the State of Washington, the arbitration site shall be in the State of Washington, or in a place mutually agreed upon by the parties at the time of the arbitration, or as determined by the arbitrator

In the event of a conflict of laws, to the extent required by the Act, the provisions of the Act, Chapter 19 100 RCW, shall prevail

To the extent required by the Act, a release or waiver of rights executed by STRATEGIC-PARTNER shall not include rights under the Act, 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, might not be enforceable

To the extent required by the Act, transfer fees are collectable to the extent that they reflect the COMPANY's reasonable estimate or actual costs in effecting a transfer

IN WITNESS WHEREOF, the parties hereto have executed this Rider on the Rider Date

LAWN DOCTOR, INC.

By _____
Title _____
Date _____

_____
STRATEGIC-PARTNER

Date _____

_____
STRATEGIC-PARTNER

Date _____

NEW YORK REPRESENTATIONS PAGE

FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

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 Lawn Doctor, Inc 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 Lawn Doctor, Inc give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan requires that Lawn Doctor, Inc give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first]

If Lawn Doctor, Inc 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 the appropriate state agency identified on Exhibit H

The Franchisor is Lawn Doctor, Inc located at 142 State Route 34, Holmdel, New Jersey 07733-2092 Its telephone number is (732) 946-4300

The franchise sellers for this offering are Eric Martin and _____, at Lawn Doctor, Inc , 142 State Route 34, Holmdel, New Jersey 07733-2092, (732) 946-4300

Issuance Date May 15, 2018

Lawn Doctor, Inc authorizes the respective state agents identified on Exhibit H to receive service of process for it in the particular states I received a Disclosure Document from Lawn Doctor, Inc dated as of May 15, 2018, that included the following Exhibits

Exhibit A - Franchise Agreement
Exhibit B - Electronic Funds Transfer Authorization
Exhibit C - Assignment and Assumption Agreement
Exhibit D - Turf Tamer Stand-On Applicator Equipment Lease Agreement
Exhibit E - Turf Tamer Power Seeder Equipment Lease Agreement
Exhibit F - Promissory Note
Exhibit G - Extranet Agreement
Exhibit H - List of State Agencies/Agents for Service of Process
Exhibit I - Operating Manual Table of Contents
Exhibit J - List of Current Strategic-Partners
Exhibit K - List of Former Strategic-Partners
Exhibit L - Financial Statements
Exhibit M - State Addenda and Agreement Riders

_____	_____
Date	Strategic-Partner Candidate [Print Name]
(Date, Sign, and Return to Lawn Doctor, Inc)	_____ Strategic-Partner Candidate [Signature]

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_____	_____
Date	Strategic-Partner Candidate [Print Name]
(Date, Sign, and Keep for Your Own Records)	Strategic-Partner Candidate [Signature]