FRANCHISE DISCLOSURE DOCUMENT

MowBot, Inc.
A North Carolina Corporation
5850 Fayetteville Road, Suite 202
Durham, North Carolina 27713
Phone: (833) MOWBOT1
(833) 669-2681
Email: franchise@mowbot.com
Website: www.mowbot.com

We offer qualified individuals the right to operate a business offering lawn and garden care and maintenance services and other related landscaping services under the "MowBot" mark.

~~The total investment necessary to begin operation of a MowBot business ranges from $53,710 to $129,680, which includes $39,930 to $69,900 in fees that must be paid to us or our affiliates~~ prior to opening, ~~this includes (i) $2,830 to $25,000 for the purchase of required equipment, (ii) a $900 New Customer Fee, (iii) a $5,000 Opening Assistance Fee along with the initial franchise fee of $31,200 to $39,000. prior to opening. We also offer qualified parties the right to enter into multiple franchise agreements at once and subsequently operate multiple MowBot businesses. The total investment necessary to begin operation of two to three MowBot franchised businesses is $82,510 to $191,680, which includes $78,930 to $147,900 in fees that must be paid to us or our affiliates prior to opening.~~

The total investment necessary to begin operation of a MowBot franchised business is $61,510 to $129,680. This includes $44,00~~930000 69,900~~that must be paid to the franchisor or its affiliate. We also offer qualified parties the right to enter into multiple franchise agreements at once and subsequently operate multiple MowBot businesses. The total investment necessary to begin operation of two to three MowBot franchised businesses is $92,510 to $191,680. This includes $~~88,930~~75~~8~~,00730 to $~~147,900~~10631~~,09~~00 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, us or an affiliate of ours 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 to you. To discuss the availability of disclosures in different formats, contact the MowBot Home Office at 5850 Fayetteville Road, Suite 202, Durham, North Carolina 27713 or call (833) MOWBOT1 or (833) 669-2681.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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: April 28, 2020~~August 5, 2019.~~

~~STATE COVER PAGE~~

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

~~Call the state franchise administrators listed in Exhibit A for information about the franchisor, about other franchisors, or about franchising in your state.~~

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

~~Please consider the following RISK FACTORS before you buy this franchise:~~

~~1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN NORTH CAROLINA. OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND LITIGATE WITH US IN NORTH CAROLINA THAN IN YOUR OWN STATE.~~

~~2. THE FRANCHISE AGREEMENT STATES THAT NORTH CAROLINA LAW GOVERNS. NORTH CAROLINA LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.~~

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

~~3. YOU MUST MAKE MINIMUM ROYALTY OR ADVERTISING FUND PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.~~

~~4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

~~We may 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 is our agent and represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.~~

~~[state effective dates listed on following page]~~

~~STATE EFFECTIVE DATES~~

~~The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, 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 if an effective date is noted below for the state:~~

~~State~~	~~Effective Date~~
~~California~~	~~Not Registered~~
~~Florida~~	~~Not Registered~~
~~Hawaii~~	~~Not Registered~~
~~Illinois~~	~~Not Registered~~
~~Indiana~~	~~Not Registered~~
~~Kentucky~~	~~Effective (one-time filing)~~
~~Maryland~~	~~Not Registered~~
~~Michigan~~	~~Not Registered~~
~~Minnesota~~	~~Not Registered~~
~~Nebraska~~	~~Not Registered~~
~~New York~~	~~Not Registered~~
~~North Dakota~~	~~Not Registered~~
~~Rhode Island~~	~~Not Registered~~
~~South Dakota~~	~~Not Registered~~
~~Texas~~	~~Effective (one-time filing)~~
~~Utah~~	~~Not Registered~~
~~Virginia~~	~~Not Registered~~
~~Washington~~	~~Not Registered~~
~~Wisconsin~~	~~Not Registered~~

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

litigate with the franchisor in North Carolina than in your own state.

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

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

~~The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.~~

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

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

~~In all other states, the effective date of this Disclosure Document is the Issuance Date of: August 5, 2019.~~

THE INFORMATION AND NOTICES APPEARING ON THE FOLLOWING TWO PAGES APPLY ONLY TO FRANCHISES TO BE LOCATED IN THE STATE OF MICHIGAN AND ARE REQUIRED BY MICHIGAN LAW

IF YOU ARE NOT LOCATED IN MICHIGAN, THE FOLLOWING TWO PAGES OF INFORMATION DO NOT APPLY TO YOU

NOTICE FOR PROSPECTIVE FRANCHISEES WHO LIVE IN MICHIGAN OR WHOSE FRANCHISES WILL OPERATE IN MICHIGAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

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

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

The Franchisor, MowBot, Inc., is referred to in this Disclosure Document as "we," "us" or "our." "You" or "your" means the person who buys the franchise and includes your owners and principals if you are a corporation, limited liability company, or other business entity.

The Franchisor

We are a corporation organized under the laws of the State of North Carolina on July 25, 2017. Our principal business address is 5850 Fayetteville Road, Suite 202, Durham, North Carolina 27713. We conduct business under our corporate name, and the trade name and trademark "MowBot". Our agents for service of process are listed in Exhibit A to this Disclosure Document. Since September 2017, we have offered franchises for the establishment, development and operation of businesses offering lawn and garden care and maintenance services and other related landscaping services (the "Services") under the "MowBot" mark (the "MowBot Business"). We currently do not operate a business of the type being franchised. We do not sell franchises in any other line of business and, except as provided in this Item, we are not otherwise engaged in any other business activity.

The MowBot Business

MowBot Businesses offer the Services to residential and commercial customers utilizing self-propelled customized battery-operated robotic lawn mowers (each, a "Bot"). Bots are kept onsite at the customer's location for the duration of the customer's service contract and operate in conjunction with a guide system installed directly to the customer's lawn. Bots are virtually silent, environmentally friendly and provide the Services on a customizable schedule.

Currently each franchisee receives a license to service both residential and commercial customers upon execution of the Franchise Agreement. MowBbot reserves the right to change this in the future and offer residential and commercial as separate licenses.

MowBot Businesses must continually maintain an inventory of Bots necessary to meet customer demand, and each customer will require at least one dedicated Bot.

In addition to the Services, there may be other products, services and events that we may approve and modify from time to time (collectively, the "Approved Products and Services"). You do not need any specific prior experience in these areas of service to operate the MowBot Business.

Each MowBot Business will offer Services located within a territory (the "Territory") defined in Item 12 of this document and identified in the Franchise Agreement.

You must operate the MowBot Business from an approved location that meets our current standards and specification (the "Approved Location").

You will have the option of purchasing two different equipment packages from our approved supplier. The first includes 13 Bots and other equipment and supplies that you will need to operate the MowBot Business. The second includes 12 Bots, along with edgers, trimmers, blowers, sprayers, and other equipment and supplies. While both packages are the same price, purchasing the second package will allow you to offer additional services to your customers. You may only offer these additional services if you purchase the second package.

Each MowBot Business operates according to our proprietary integrated business system which includes: (a) ~~(a)~~ methods to assess residential and commercial properties; (b) methods to use and provide the Approved Products and Services; (c) the Business Platform; and (d) general procedures for operating and managing a MowBot Business, including staff scheduling, job/account estimating, production of the work, and sales processes (the "System").

We identify the System by means of certain trade names, service marks, trademarks, logos, emblems, distinctive trade dress, and indicia of origin, including, but not limited to, the mark "MOWBOT" and such other trade names, trademarks, and service marks as we now designate or may in the future designate in writing for use in connection with the System (the "Proprietary Marks"). We continue to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of services marketed under the Proprietary Marks and System, and to represent the System's high standards of quality, appearance and service.

You must enter into our form of franchise agreement (each, a "Franchise Agreement"), which is attached to this Disclosure Document as Exhibit B, for each MowBot Business we grant you the right to open and operate.

Multi-Unit Offerings

We also offer qualified parties the right to enter into our Multi-Unit Addendum attached to this Disclosure Document as Exhibit C ("Multi-Unit Addendum"). Subject to the terms of the Multi-Unit Addendum, Franchisor offers the right to enter into multiple franchise agreements at once and subsequently operate multiple Franchised Businesses at one time within a larger geographical area (the "Multi-Unit Offering"). Each MowBot Business will be opened and operated pursuant to its respective Franchise Agreement, but you will also need to comply with the terms and conditions set forth in our form of Multi-Unit Addendum, including, but not limited to, minimum purchasing requirements, cumulative minimum royalty fees, and minimum vehicle requirements (which will apply to your operation of all MowBot Businesses granted as part of your Multi-Unit Offering).

As part of the Multi-Unit Offering, you will be required to open at least one (1) Approved Location, which may serve as a central Approved Location for your MowBot Businesses. You will still be required to commence soliciting customers, marketing and providing the Approved Products and Services, in each of the Territories that are granted under the multiple Franchise Agreements in which you have entered.

You will be required to sign all Franchise Agreements associated with your Multi-Unit Offering, as well as your Multi-Unit Addendum, at the same time. The disclosures in this Disclosure Document, assume that the Multi-Unit offering will involve the purchase of multiple MowBot Businesses.

Parents, Predecessors and Affiliates

We do not have any parents, predecessors, or affiliates. ~~or predecessors.~~

~~Our affiliate, TriangleBot, Inc. ("TriangleBot") is a North Carolina corporation organized under the laws of the State of North Carolina in May 2018. Its principal place of business is 1720 Guess Road #12, Durham, North Carolina 27701. TriangleBot operates a MowBot Business. One of our shareholders is also a shareholder in TriangleBot, Inc.~~

~~Our affiliate, Husqvarna Holding AB is a Swedish *aktiebolag* (limited company) organized under the laws of Sweden. Its principal place of business in the United States is 9335 Harris Corners Parkway, Suite 500, Charlotte, North Carolina 28269. Husqvarna Holding AB does not offer franchises in any line of business nor does it directly provide any services or products to our franchisees. In the future, Husqvarna Holding AB may, directly or indirectly, provide services or products to our franchisees.~~

Market and Competition

Your MowBot Business will offer our Approved Products and Services to the general public, which will include residential and commercial properties. The market for the Approved Products and Services is well developed, and there will be competition from other national and regional chains and local businesses that offer the same or similar services within the Territory in which you operate. Certain of our Approved Products and Services are seasonal and may be affected by climate, weather or other environmental conditions. The franchised business, itself, is not seasonal in nature. However, depending on your particular location, there may be less demand for certain Services during the winter months. Nevertheless, some customers continue to purchase Approved Products and Services from the franchised business during these times.

Your competitive advantage in the marketplace will be based on your adherence to our System standards and guidelines, as well as your entrepreneurial and managerial abilities and focus on customer service, in the operation of your MowBot Business.

Industry Specific Regulations

Your MowBot Business will be subject to laws and regulations in your state, county, or municipality regarding the operation of an establishment that offers and sells lawn care products and services. The MowBot Business will also be subject to federal, state and local Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations, and you must strictly comply with all federal, state, and local regulations regarding disposal of waste products, unused, and reclaimed chemicals and pollutants. It is your sole responsibility to investigate these requirements, as well as any other laws or regulations (federal, state, or local), that might apply to the operation of a MowBot business and offer and sale of our approved products and services. You are advised to examine these laws and regulations before purchasing a franchise from us. ~~IT IS YOUR SOLE RESPONSIBILITY TO INVESTIGATE THESE REQUIREMENTS, AS WELL AS ANY OTHER LAWS OR REGULATIONS (FEDERAL, STATE OR LOCAL), THAT MIGHT APPLY TO THE OPERATION OF A MOWBOT BUSINESS AND THE OFFER AND SALE OF OUR APPROVED PRODUCTS AND SERVICES. YOU ARE ADVISED TO EXAMINE THESE LAWS AND REGULATIONS BEFORE PURCHASING A FRANCHISE FROM US.~~

You must investigate all applicable federal, state, and local laws and regulations, and your cost to comply with such laws and regulations, with an attorney and/or financial advisor before purchasing a MowBot Business from us. It is solely your responsibility to investigate these laws and regulations, and you alone are responsible for compliance despite any advice or information that we may give you. We have not researched any of these laws or regulations to determine their specific applicability to your business. Applicable laws and regulations are subject to change.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer – Anthony D. Hopp

Mr. Hopp has served as our Chief Executive Officer since July 2017 and is located in Durham, North Carolina. Additionally, Mr. Hopp also serves as the Chief Executive Officer of Franchise Acceleratino Partners, Inc. dba FranPower in Durham, North Carolina and has held this position since June 2017. Mr. Hopp also served as the Chief Technology Officer of AdvantaClean in Huntersville, North Carolina and held that position from January 2017 to December 2018. Finally, Mr. Hopp served as the Chief Executive Officer of EOS Business Services in Springfield, Illinois and held that position from May 2005 to December 2018.

~~Mr. Hopp has served as our Chief Executive Officer since July 2017. During the past five years, Mr. Hopp~~

~~has served as a founder and board member of the following companies: EOS, Inc. (1995-2016), EOS Business Services, Inc. (2005-Present), and Springtel, Inc. (2008-2017) of Springfield, Illinois. Additionally, Mr. Hopp served as the Chief Technology Officer of AdvantaClean Systems, Inc. (2017 – 2019) in Huntersville, North Carolina. He currently serves as CEO of FranPower, Inc. (2017 – Present) in Durham, North Carolina, and as a board member for TOURTech (2017 – Present) in Raleigh, North Carolina.~~

Chief Development Officer – Jeffrey R. Dudan

Mr. Dudan has served as our Chief Development Officer since our inception in July 2017 and is located in Huntersville, North Carolina. From February 1994 to January 2019, Mr. Dudan served as CEO of AdvantaClean Systems, Inc. in Huntersville, North Carolina. Mr. Dudan also currently serves as (i) Chief Executive Officer of SLLR Enterprises, LLC located in Huntersville, North Carolina and has held this position since January 2019, (ii) Partner of FranDevCo located in Huntersville, North Carolina and has held this position since March 2019, (iii) Chief Executive Officer of Dudan Partners located in Huntersville, North Carolina and has held this position since July 2019, and (iv) Vice President of Franchise Acceleration Partners, Inc. dba FranPower located in Durham, North Carolina and has held this position since August 2017.

~~Mr. Dudan has served as our Chief Development Officer since our inception in July 2017. From June 2000 to December 2018, Mr. Dudan served as CEO of AdvantaClean Systems, Inc. in Huntersville, North Carolina. He currently serves as a Managing Member at SLLR Enterprises, LLC (2017 – Present) in Huntersville, North Carolina, Member of FranDevCo, LLC (2019 – Present) in Huntersville, North Carolina, and Vice President of FranPower, Inc. (2017 – Present) in Durham, North Carolina.~~

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee. You must pay us a lump sum initial Franchise Fee of $39,000 (the "Initial Franchise Fee") when you sign the Franchise Agreement. The Initial Franchise Fee is uniformly imposed and deemed fully earned and nonrefundable upon execution of your Franchise Agreement.

~~*Supplies, Equipment and Inventory Package.* Prior to opening, you must purchase from us and suppliers the required equipment, products and services package, which includes 12 Bots, along with edgers, trimmers, blowers, wire machines, sprayers, consumables, and other equipment and supplies (the "Supplies, Equipment and Inventory Package"). We estimate that that the cost of the Supplies, Equipment and Inventory Package will be approximately $25,000, not including estimated tax and freight. We strongly recommend and expect that you obtain leasing or financing for the Supplies, Equipment and Inventory Package from a third party. We do not provide any financing in connection with the Supplies, Equipment and Inventory Package, nor do we have a designated or approved financing~~

~~provider. If you finance or lease the Supplies, Equipment and Inventory Package, payments will be made to a third party. We estimate that with third party financing payments for first three months could be as low as $2,830. Your actual payments will depend on your credit worthiness, as determined by the lender or supplier, and the lease or finance options you select.~~

Opening Assistance Fee.-

Prior to attending or otherwise participating in our initial training program, you must pay us a fee of $5,000 per Franchise Agreement in consideration for certain initial marketing and opening assistance that we (and/or our designated vendors) will provide you (the "Opening Assistance Fee"). These services may include assistance and coordination in connection with initial lead generation programs, start-up assistance and other coaching and support, which we (or our designee) will provide as we deem appropriate. We reserve the right to modify the fee based on specific owner and/or market conditions. The Opening Assistance Fee is deemed fully earned upon payment and is not refundable under any circumstances.

~~*New Customer Fee.* We charge a New Customer Fee to help pay for technologies used to operate the Franchised Business, and any interactions with customers. ("New Customer Fee"). Currently, the New Customer Fee is the greater of: (i) $300 per month for each Franchise Agreement; or (ii) $50 per new customer acquisition; or (iii) the then current fee per Franchise Agreement. The initial $300 is due in advance, the following months will be due on or before the 20th of each month. We estimate that you will owe $900 in New Customer Fees during your first three months of operations.~~

Multi-Unit Addendum

Multi-Unit Fee. If we grant you the right to participate in our Multi-Unit Offering, then you must pay us a lump sum multi-unit fee depending on how many Franchises we grant you the right to operate (the "Multi-Unit Fee"). Upon payment of the Multi-Unit Fee, you will not be required to pay any additional initial franchise fees under the Franchise Agreements you sign that will govern these MowBot Businesses.

The Multi-Unit Fee is determined by the number of additional Territories you wish to purchase to operate your Franchised Businesses in. You will pay the Initial Franchise Fee of $39,000 plus $31,000 for each additional Territory. For example, the Multi-Unit Fee for two Territories is $70,000 and for three Territories is $101,000. The Multi-Unit Fee is deemed fully earned upon execution of your Multi-Unit Addendum and is not refundable under any circumstances.

~~Opening Assistance Fee~~

~~Prior to attending or otherwise participating in our initial training program, you must pay us a one-time fee of $5,000 in consideration for certain initial marketing and opening assistance that we (and/or our designated vendors) will provide you (the "Opening Assistance Fee"). These services may include assistance and coordination in connection with initial lead generation programs, start-up assistance and other coaching and support, which we (or our designee) will provide as we deem appropriate. We reserve the right to modify the fee based on specific owner and/or market conditions. The Opening Assistance Fee is deemed fully earned upon payment and is not refundable under any circumstances.~~

U.S. Veterans' Discount

If you provide documentation, we may discount your Initial Franchise Fee or Multi-Unit Fee by 12~~0~~% (not to exceed $10,000) if you, or the majority of the shareholders, members, or partners of the MowBot Business, were honorably discharged from the U.S. Army, Navy, Air Force, Marines or Coast Guard.

Except for the Veterans' Discount as described above, all of the fees described in Item 5 are uniformly calculated and imposed.

ITEM 6
OTHER FEES

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Royalty Fee	The greater of: (i) 7% of your Gross Revenue; or (ii) the Minimum Royalty Fee of $500 per month per territory (the "Royalty Fee").	Upon each transaction, but no later than the 20th day of the following month based on your Gross Revenue from the preceding calendar month.	See Note 2 below
New Customer Fee	Greater of: (i) $300 minimum monthly New Customer Fee; or (ii) $50 per new customer acquisition; or (iii) the then-current fee, for each Franchise Agreement.	Initial $300 due in advance, on or before the 20th of each month; remaining balance (if applicable) due in arrears by the 20th of each month.	See Note 3 below
Late Payment Fee	$100 per incident plus 1.5% interest per month, or maximum allowed by law.	When payment is past due.	See Note 4 below
Transferor Fee	Transferor must pay $5,000 as well as any associated broker fees.	Prior to the time of the transfer.	See Note 5 below
Transferee Fee	If transferee is a new MowBot franchisee, transferee must pay: (i) a transfer fee equal to twenty-five thousand dollars ($25,000); plus (ii) an Opening Assistance Fee equal to five thousand dollars ($5,000). If transferee is an existing MowBot franchisee, transferee must pay: (a) a transfer fee equal to five thousand dollars ($5,000); plus (b) an Opening Assistance Fee equal to two thousand five hundred dollars ($2,500).	At time of transfer.	See Note 6 below
Attorney Fees and Costs	Reimbursement of our actual fees and costs.	As incurred.	See Note 7 below

Supplier and/or Non-Approved Product Approval	Reimbursement of actual costs incurred in reviewing any alternate supplier or non-approved product you propose.	Upon receipt of bill.	See Note 8 below
Audit Costs	Actual costs of audit.	Upon receipt of bill.	See Note 9 below
Indemnification	Actual costs of indemnification.	When incurred.	See Note 10 below
Brand Fund	3% of your monthly Gross Revenue	Upon each transaction, but no later than the 20th of each month based on your Gross Revenue from the preceding calendar month.	See Note 11 below
Local Advertising Requirement	Minimum of 3% of Gross Revenue	As incurred	See Note 12 below
Advertising Cooperative	Currently, $0.		See Note 13 below
Customer Payment Processing Service	One-time set up fee of $99, $35 monthly fee, and transaction fees as described in Note 14 below.	As incurred and upon receipt of bill.	See Note 14 below
Insurance	Cost to obtain and maintain required insurance under the Franchise Agreement, plus a service fee (if we are forced to obtain the required insurance for you on your behalf).	As incurred.	See Note 15 below
Additional Training Fee	$1,000 per week	As incurred	See Note 16 below
Annual Conference	$600 per person to attend our System-wide Annual Conference.	Upon receipt of bill.	See Note 17 below
Termination/ Expiration Expenses	The costs and expenses you incur in complying with your post-termination/expiration obligations under the Franchise Agreement.	As incurred.	See Note 18 below
Additional Bot Purchasing Requirement	Currently no additional Bot purchase requirement	N/A	See note 19 below
Performing Accounts in Violation of Territory Policy	If you perform an account in violation of the Territory policy, we may confiscate the account, and you shall forfeit all amounts collected under the contract, and be fined for each occurrence, or we may elect to terminate this Agreement.	As incurred.	See Note 20 below

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Royalty Fee	Greater of: (i) 7% of your Gross Revenue; or (ii) the Minimum Royalty Fee.	Upon each transaction, but no later than the 20th day of the following month based on your Gross Revenue from the preceding calendar month.	See Note 2 below
New Customer Fee	Greater of: (i) $300 minimum monthly Success Fee; or (ii) $50 per new customer acquisition; or (iii) the then current fee, for each Franchise Agreement.	Initial $300 due in advance, on or before the 20th of each month; remaining balance (if applicable) due in arrears by the 20th of each month.	See Note 3 below
Late Payment Fee	$100 per incident plus 1.5% interest per month, or maximum allowed by law.	When payment is past due.	See Note 4 below
Transferor Fee	Transferor must pay ten percent (10%) of Franchisor's then-current Initial Franchise Fee per Franchise Agreement that is being transferred to	Prior to the time of the transfer.	See Note 5 below

Transferee Fee	transferee, as well as any associated broker fees. If transferee is a new MowBot franchisee, transferee must pay: (i) a transfer fee equal to twenty-five thousand dollars ($25,000); plus (ii) an Opening Assistance Fee equal to five thousand dollars ($5,000). If transferee is an existing MowBot franchisee, transferee must pay: (a) a transfer fee equal to five thousand dollars ($5,000); plus (b) an Opening Assistance Fee equal to two thousand five hundred dollars ($2,500).	At time of transfer.	See Note 6 below
Attorney Fees and Costs	Reimbursement of our actual fees and costs.	As incurred.	See Note 7 below
Supplier and/or Non-Approved Product Approval	Reimbursement of actual costs incurred in reviewing any alternate supplier or non-approved product you propose.	Upon receipt of bill.	See Note 8 below
Audit Costs	Actual costs of audit.	Upon receipt of bill.	See Note 9 below
Indemnification	Actual costs of indemnification.	When incurred.	See Note 10 below
Brand Fund	3% of your monthly Gross Revenue	Upon each transaction, but no later than the 20th of each month based on your Gross Revenue from the preceding calendar month.	See Note 11 below
Local Advertising Requirement	Minimum of 3% of Gross Revenue	As incurred	See Note 12 below
Customer Payment Processing Service	One-time set up fee of $99, $35 monthly fee, and transaction fees as described in Note 13 below.	As incurred and upon receipt of bill.	See Note 13 below
Insurance	Cost to obtain and maintain required insurance under the Franchise Agreement, plus a service fee (if we are forced to obtain the required insurance for you on your behalf).	As incurred.	See Note 14 below
Annual Conference	Up to $600 per person to attend our System-wide Annual Conference.	Upon receipt of bill.	See Note 15 below

~~Termination/ Expiration Expenses~~	~~The costs and expenses you incur in complying with your post-termination/expiration obligations under the Franchise Agreement.~~	~~As incurred.~~	~~See Note 16 below~~
~~Additional Bot Purchasing Requirement~~	~~Currently no additional Bot purchase requirement~~	~~N/A~~	~~See note 17 below~~
~~Performing Accounts in Violation of Territory Policy~~	~~If you perform an account in violation of the Territory policy, we may confiscate the account, and you shall forfeit all amounts collected under the contract, and be fined for each occurrence, or we may elect to terminate this Agreement.~~	~~As incurred.~~	~~See Note 18 below~~

Explanatory Notes

1. General. The table above provides recurring or isolated fees or payments that you must pay to us or our affiliates or that we or our affiliates impose or collect in whole or in part on behalf of a third party or that you are required to spend by the Franchise Agreement. All fees and expenses described in this Item 6 are nonrefundable. Except as otherwise indicated in the chart above, we uniformly impose all fees and expenses listed and they are payable to us and are fully earned upon receipt by us.

   Manner of Payment, With the exception of the Initial Franchise Fee and the Opening Assistance Fee, you must pay all fees and other amounts owed to us and/or our affiliate(s) through an electronic funds transfer program (the "EFT Program"), under which we automatically deduct all payments owed to us and/or our affiliate(s), from the bank account you provide to us for use in connection with EFT Program (the "EFT Account"). You must immediately deposit all revenues from operation of your MowBot Business into this bank account within two (2) days upon receipt, including cash, checks, and credit card receipts. At least ten (10) days prior to opening the MowBot Business, you must provide us with: (i) your bank's name, address and account number; and (ii) a voided check from the bank account. You must immediately notify us of any change in your banking relationship, including any change to the EFT Account. We reserve the right to require you to pay any fees due under this Agreement by other means or method as we may specify from time to time. If any Gross Revenue Report has not been received within the required time period, then we may process an electronic funds transfer for the subject month based on the most recent Gross Revenue Report you submitted, provided, that if a Gross Revenue Report for the subject month is subsequently received and reflects: (i) that the actual amount of the fee due was more than the amount of the electronic funds transfer, then we may withdraw additional funds through an electronic funds transfer from your designated bank account for the difference; or (ii) that the actual amount of the fee due was less than the amount of the electronic funds transfer, then we will credit the excess amount to the payment of your future obligations. The Royalty Fee and Brand Fund may be deducted electronically with each customer transaction.

~~2.~~ Royalty Fee. You must pay us a monthly royalty fee (the "Royalty Fee") deducted at the earliest of each transaction but no later than the twentieth (20th) day of the following month, in an amount equal to the greater of: (i) seven percent (7%) of Gross Revenues generated by the Franchised

2. Business during the immediately preceding calendar month ("Royalty Percentage"); or (ii) the monthly minimum royalty fee ("Minimum Royalty Fee"), as described below.

Special Programs. We reserve the right, but not the obligation, to establish special programs that reward franchisees for meeting certain criteria. In the event Franchisor establishes any special programs, Franchisor will have the right, in Franchisor's sole discretion, to change, modify or dissolve any special programs upon notice to Franchisee.

Minimum Royalty Fee. Your Minimum Royalty Fee is five hundred dollars ($500) per month per Territory.

However, you will not be subject to a Minimum Royalty Fee during the first three (3) months of operations on the condition that you strictly comply with all of your obligations under the Franchise Agreement. The three (3) month period starts the day you complete your Initial Franchise Training. Notwithstanding the foregoing, you must still pay the Royalty Percentage generated by your MowBot Business for sales made during the first three (3) months.

Fee disputes, refunds or client non-payment (i.e. bad debt) do not affect your obligation to meet the Minimum Royalty Fee. Failure to satisfy the Minimum Royalty Fee is considered a material default under your Franchise Agreement and, at our sole discretion, may result in the termination of your Franchise Agreement.

Gross Revenues. "Gross Revenues" are defined to include all income of any type or nature and from any source that you derive or receive directly or indirectly from, through, by or on account of the operation of the MowBot Business at any time after the signing of your Franchise Agreement, in whatever form and from whatever source, including but not limited to cash, services, in kind from barter and/or exchange, on credit or otherwise as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses and taxes. However, the definition of Gross Revenues does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities.

You must send us a signed Gross Revenue Report ("Gross Revenue Report") on or before the tenth (10th) day of each month for the immediately preceding calendar month, in the manner and form we specify. Each Gross Revenue Report must set forth: (i) your Gross Revenues generated during the previous calendar month; (ii) your calculation of the Royalty and Brand Fund (as defined below); and (iii) any other information we may require. We may change the form and content of the Gross Revenue Reports from time to time and/or require you to submit Gross Revenue Reports on a weekly basis, upon notice to you.

3. New Customer Fee. We charge a New Customer Fee to help pay for all of the technologies used to operate the Franchised Business, and any interactions with customers. ~~("New Customer Fee").~~ Currently, the New Customer Fee is the greater of: (i) $300 per month for each ~~Franchise Agreement~~franchisee; or (ii) $50 per new customer acquisition; or (iii) the then-current fee per Franchise Agreement. We reserve the right to modify the New Customer Fee as new technology becomes available and/or we modify the technology that you use to operate the MowBot Business, and to designate and/or change the amount, scope, or manner of payment of the New Customer Fee, including the party to whom payment is made, at any time upon providing reasonable notice.

~~4.~~ Late Payment. If you fail to timely pay your Royalty Fee or other fee owed to us (under the Franchise Agreement or otherwise), then you are subject to a late fee of $100 per incident plus

4. 1.5% interest per month of the unpaid balance, or the maximum permitted by law, whichever is higher.

5. Transferor Fee. You must pay us a transfer fee equal to ~~ten percent (10%) of our then-current Initial Franchise Fee~~$5,000. In the event you transfer multiple Franchised Businesses at once, we reserve the right, but not the obligation, in our sole discretion, to reduce the transfer fee for any of the Franchised Businesses being transferred, and by any amount in our sole discretion. If a third-party broker locates the transferee, you will also be solely responsible for any broker fees associated with the transfer. There are other conditions for transfer and all conditions must be met before the transfer is approved by us. Provided certain conditions are met, we will not charge you a transfer fee if you are an individual and transfer ownership to a corporation or limited liability company that you control. See Item 17 in this disclosure document for additional information regarding transfer.

6. Transferee Fee. If transferee is a new MowBot franchisee, transferee must pay us: (i) a transfer fee equal to twenty-five thousand dollars ($25,000); plus (ii) an Opening Assistance Fee equal to five thousand dollars ($5,000). However, if transferee is already an existing MowBot franchisee, transferee shall pay us: (a) a transfer fee equal to five thousand dollars ($5,000); plus (b) an Opening Assistance Fee equal to two thousand five hundred dollars ($2,500).

7. Attorneys' Fees and Costs. If we prevail in any action or other legal/administrative proceeding brought against you arising out of the Franchise Agreement or any other agreement with us, you must reimburse us for our reasonable attorneys' fees and other costs paid that we incurred in such proceedings in the event we prevail. If you bring any legal action to interpret or enforce the terms of the Franchise Agreement or any other agreement with us, and your claim in such action is denied or the action is dismissed, then we are entitled to recover our reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending the matter, and to have such an amount awarded as part of the judgment in the proceeding.

8. Supplier and/or Non-Approved Product Approval. We reserve the right to charge you a fee for reviewing any non-approved supplier of any vehicles, supplies, equipment, inventory or services, as well as any non-approved product, which you propose for use in connection with the MowBot Business. If we determine that it is necessary to inspect the supplier's facilities or conduct tests, we may require you or the supplier to pay the actual costs we incur for such inspection and testing. Please see Item 8 of this disclosure document for additional information regarding our approval process for alternate suppliers or non-approved products.

~~9.~~ Audit Costs. You must maintain accurate business records, reports, accounts, books and data relating to the operation of your MowBot Business. We and our designees retain the right to inspect and/or audit your business records at any time during normal business hours, without notice, to determine whether you are operating in compliance with the terms of the Franchise Agreement and Operations Portal. In the event any such audit discloses an understatement of amounts reported or paid to us, you agree to pay to us the amount due, plus interest (at the rate and on the terms provided for herein) from the date originally due until the date of payment. Furthermore, you must reimburse us for our costs and expenses associated with conducting the audit in the event: (i) such audit is made necessary by your failure to timely furnish reports, supporting records, other information or financial statements required under the Franchise Agreement; or (ii) if that audit reveals an understatement of greater than two percent (2%). These costs and expenses include, without limitation, our legal and accounting fees, travel, lodging and meal expenses and applicable per diem charges for our employees. The foregoing remedies are in addition to our other remedies and rights under the

9. Franchise Agreement and/or applicable law. In the event any audit reveals that your information has been inaccurately reported, we reserve the right to audit other entities owned, controlled by or affiliated with you.

10. Indemnification. You are solely responsible for and must indemnify and hold us harmless for all loss, damage, claims or demands arising out of, or related to, the operation of your MowBot Business. Your indemnification obligations are described more fully in the Franchise Agreement.

11. Brand Fund. You must pay us 3% of your monthly Gross Revenue for the Brand Fund. See Item 11 of this disclosure document for additional information regarding the Brand Fund and your other advertising/marketing obligations.

12. Local Advertising Requirement. You must actively promote and advertise your Franchised Business within your Territory. We currently require you to expend no less than 3% of your Gross Revenue on local advertising and promotional programs or materials that we approve within your Territory (the "Local Advertising Requirement"). You must submit to us upon request, a report detailing your local advertising expenditures. We also have the right to review your books and records to determine these expenditures. We must approve all advertising and promotional materials prior to your use or distribution.

13. Advertising Cooperative. We reserve the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Franchise Business. Currently, we do not require you to participate in a Cooperative. Franchisor owned outlets shall have the same voting power on fees imposed a franchisee owned outlets. There are no minimum or maximum fees that may be imposed. ~~12.~~

~~13.~~14. Customer Payment Processing Service Fee. You must maintain a payment processing account with our designated supplier who is integrated with the Business Platform, for the collection and remittance of customer payments. Currently, the monthly fee is $35 with a one-time associated set up fee of $99. Fees are subject to change without notice. The current per transaction fees are detailed in the chart below:

Fee Description	Fee Per Transaction	To Whom
Check Payment Processed	$1 per check	Us or Designated Supplier
Check Return	$10 per returned check	Us or Designated Supplier
ACH Processing	$0.50/transaction/return	Designated Supplier
Swiped Debit and Check Cards	1.24% + $.40	Designated Supplier
Swiped Consumer Card	1.74% + $.30	Designated Supplier
Swiped Rewards Cards	2.00% + $.30	Designated Supplier
Key Entered Consumer Cards	2.40% + $.30	Designated Supplier
Key Entered Rewards/Business Cards	3.25% + $.30	Designated Supplier

15. Insurance. You must obtain and maintain certain insurance in connection with your MowBot Business. If you fail to obtain the required levels of insurance, we may obtain such insurance on your behalf and require that you reimburse us for the costs associated with obtaining this insurance for you, as well as pay us a service fee in connection with obtaining this insurance. See Item 8 for more information regarding our insurance requirements.

16. Additional Training Fee. You will be responsible for paying our then current tuition fee for the Initial Training Program for: (i) any individuals other than you and the one additional representative of your MowBot Business that may attend the program tuition-free; and (ii) any replacement personnel that we may require attend our Initial Training Program. You are responsible for any travel and living expenses that you and your employees (if applicable) incur in connection with any training that we offer, including any applicable employee wages incurred during training.
~~14.~~

17. Annual Conference. We may hold an annual conference for our System (the "Annual Conference") and require that you and your management (if applicable) attend this Annual Conference and pay us a registration fee of $600 per person, or the then-current fee by the registration deadline. Each franchisee will be charged for the Annual Conference regardless of whether they attend.

~~15.~~

~~16.~~18. Post-Termination or Post-Expiration Expenses. Upon termination, expiration, non-renewal, and/or transfer of the Franchise Agreement, you are responsible for the costs associated with de-identifying yourself and your MowBot Business from the MowBot System. Additionally, we may elect to take steps to modify, alter or de-identify your MowBot Business. If we do so, you must also reimburse us for our costs and expenses.

~~17.~~19. Additional Bot Purchasing Requirement. You must maintain a sufficient inventory of Bots to meet customer demand. Each customer will require a minimum of one dedicated Bot and you will need to purchase or lease additional Bots for each additional customer. There is currently no additional annual Bot purchasing requirement. We reserve the right to implement an additional Bot purchasing requirement in the future.

Presently, the average cost of a Bot in the initial equipment package is $1,591 before taxes and shipping. You must continually, throughout the entire term of the Franchise Agreement, attempt to maximize your sales. If we determine, in our sole discretion, that you are not taking reasonable steps to maximize the sales of your MowBot Business or if you fail to maintain a sufficient inventory of Bots to meet customer demand, then you shall be deemed to be in material breach of your Franchise Agreement and your Franchise Agreement may be terminated.

20. Performing Accounts In Violation of Territory Policy. Franchisee is subject to standards related to accounts outside of their Territory and within the Territory of another MowBot Franchisee, per the Operations Manual. If you perform an account in violation the Territory policy, we may confiscate the account, you shall forfeit all amounts collected under the contract, and be fined for each occurrence, or we may elect to terminate this Agreement. Mowbot owns all customer information granting franchisees with only transactional usage of that information during the term of the Franchise Agreement.

~~18.~~ [*Remainder of page intentionally left blank*]

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ITEM 7
ESTIMATED INITIAL INVESTMENT

A. YOUR ESTIMATED INITIAL INVESTMENT FOR A SINGLE MOWBOT BUSINESS

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	TIME OF PAYMENT	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Note 1)	~~$31,200~~ $39,000	Lump Sum	Upon execution of the Franchise Agreement	Us
Local Advertising Requirement (Note 2)	$100 - $1,000	As Incurred	As Incurred	Vendors
Supplies, Equipment and Inventory Package (Note 3)	$2,830 - $25,000	As Arranged	Prior to Start of Training	~~Us~~Approved Vendor
Vehicle Purchase and Upfit Package (Note 4)	$1,500 - $25,000	As Arranged	Prior to Start of Training	Approved Vendor
Technology Systems Package (Note 5)	$0 - $2,100	As Incurred	Prior to Start of Training	Vendors
New Customer Fee (Note 6)	$900	As Arranged	Monthly	Us
Mapping and Vehicle Fleet Management Tool Fees (Note 7)	$180	As Incurred	Monthly	Vendors
Travel for Initial Training (Note 8)	$250 - $1,700	As Incurred	As Incurred	Vendors
Insurance Deposits (Note 9)	$1,800 - $2,500	As Incurred	As Incurred	Insurance Companies
Business Licenses (Note 10)	$50 - $300	As Incurred	As Incurred	Government Agencies
Legal and Accounting Fees (Note 11)	$500 - $2,000	As Incurred	As Incurred	Attorney and Accountant
Office Equipment, Furniture and Supplies (Note 12)	$400 - $1,000	As Incurred	As Incurred	Vendors
Opening Assistance Fee (Note 13)	$5,000	As Arranged	Prior to the Start of Training	Us
Additional Funds -- 3 months (Note 14)	$9,000 - $24,000	As Incurred	As Incurred	Vendors
TOTAL (Note 15)	**$6153,5710 – $129,680**			

Explanatory Notes

Generally, all fees and payments described above are non-refundable, unless otherwise stated or permitted by the payee. Actual costs will vary for each franchise depending on a number of factors, including market conditions and the geographic location of your MowBot Business.

1. Initial Franchise Fee. Upon execution of your Franchise Agreement you must pay to us an Initial Franchise Fee of $39,000 which you must pay in a lump sum. The Initial Franchise Fee is non-refundable and deemed fully earned upon execution of your Franchise Agreement. See Item 5 of this disclosure document for additional information.
~~1. The low end of this range includes the 20% discount for qualified veterans.~~

2. Local Advertising Requirement You must actively promote and advertise your Franchised Business within your Territory. We currently require you to expend 3% of your Gross Revenue on local advertising and promotional programs or materials that we approve within your Territory (the "Local Advertising Requirement"). You must submit to us upon request, a report detailing your local advertising expenditures. We also have the right to review your books and records to determine these expenditures. We must approve all advertising and promotional materials prior to your use or distribution.

3. Supplies, Equipment and Inventory Package. ~~We~~ Our approved supplier will provide you with the Supplies, Equipment and Inventory Package. Prior to opening, you must purchase from ~~us and suppliers~~our approved supplier the required equipment, products and services package. We strongly recommend and expect that you obtain leasing or financing from a third party. There are two options for the Supplies, Equipment and Inventory package. The first, includes 13 Bots and other equipment and supplies that you will need to operate the MowBot Business. The second, includes 12 MowBots, as well as edgers, trimmers, blowers, wire machines, sprayers, consumables, and other equipment and supplies necessary for the operation of the MowBot Business. We do not provide any financing in connection with this Package, nor do we have a designated or approved financing provider. We estimate that that full purchase price of the entire Supplies, Equipment and Inventory Package will be approximately $25,000, not including estimated tax and freight. If you get financing we estimate your payments for the first three months could be as low as $2,830. Your actual payments will depend on your credit worthiness, as determined by the lender or supplier, and the lease or finance options you select. We reserve the right to modify the components, standards and/or specifications of this Package, which may modify the total costs associated with this Package. Tax and freight charges associated with delivery of the Package may vary.
~~3. The Supplies, Equipment and Inventory package will include 12 Bots, as well as, edgers, trimmers, blowers, wire machines, sprayers, consumables, and other equipment and supplies necessary for the operation of the MowBot Business. We do not provide any financing in connection with this Package, nor do we have a designated or approved financing provider. We estimate that that full purchase price of the entire Supplies, Equipment and Inventory Package will be approximately $25,000, not including estimated tax and freight. If you get financing we estimate your payments for the first three months could be as low as $2,830. Your actual payments will depend on your credit worthiness, as determined by the lender or supplier, and the lease or finance options you select. We reserve the right to modify the components, standards and/or specifications of this Package, which may modify the total costs associated with this Package. Tax and freight charges associated with delivery of the Package may vary.~~

4. Vehicle Purchase and Upfit Package.

You are required to have a suitable vehicle to conduct sales visits, perform installs and lawn maintenance services. Vehicle must be in good condition, meet brand standards including appropriate vehicle wrap and approved by us. If you don't have a suitable vehicle you must purchase your initial Vehicle and Upfit package from one of our Approved Suppliers.

~~5.~~ Technology Systems Package. You must purchase all computer hardware and software we designate for use in connection with your MowBot Business prior to commencing operations. You may purchase the components of the Technology System from third-party suppliers. Currently, our technology requirements include: (i) a business-class laptop computer with performance capabilities sufficient to run all of the software required to operate your MowBot Business; (ii) laser printer meeting our standards and specifications; (iii) updated versions of QuickBooks Online and Antivirus Software; and (iv) two Apple iPads with internet access and a smartphone. Please see Item 8 for additional information on our computer hardware and software requirements. We estimate that the total costs of the Technology Systems Package will be approximately $0 to $2,100,

5. depending on how many of the required components you already have.

6. New Customer Fee. We charge a New Customer Fee to help pay for all of the technologies used to operate the Franchised Business, and any interactions with customers. ("New Customer Fee"). Currently, the New Customer Fee is the greater of: (i) $300 per month ~~for each~~per ~~Franchise Agreement~~franchisee; or (ii) $50 per new customer acquisition; or (iii) the then-current fee per Franchise Agreement. The initial $300 is due in advance, the following months will be due on or before the 20th of each month. We estimate that you will owe $900 in New Customer Fees during your first three months of operations.

7. Mapping and Vehicle Fleet Management Tool. You are required to use our designated supplier for the required mapping and vehicle fleet management tool. Fees are currently $30 per month for the mapping tool and $30 per vehicle per month for the vehicle fleet management tool. We estimate that you will owe $180 in mapping and vehicle fleet management tool fees during your first three months of operations.

8. Travel for Initial Training. We estimate that your travel expenses for initial training will range between $250 to $1,700. While we do not charge you and up to one additional person to attend the phases of our Initial Training Program that we instruct at our Home Office, you are required to pay for transportation to and from our Home Office and pay all expenses associated with lodging, meals and other miscellaneous expenses during the time of training (including any employee wages). We estimate costs of approximately $175 per day, per person, for lodging, meals and other miscellaneous expenses, plus travel expenses to and from your personal residence. The range assumes that no additional people other than you and one additional person will attend our initial training program. We encourage you to bring all relevant employees that will be operating in your business to the initial training, Mowbot may charge a nominal fee to cover expenses for food and materials for any additional participants. Please see Item 11 of this disclosure document for additional information.

9. Insurance Deposits. We estimate that your initial insurance deposit will be approximately $1,800 to $2,500 and will include coverage for general liability/professional liability, commercial auto/equipment, and worker's compensation (state specific). You should check with your local agent for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your MowBot Business will be located, your experience with the insurance carrier, your loss experience, your level of sales and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may want to carry.

10. Business Licenses. You must acquire a general business license, any other licenses required by your local, state or federal agency, and any third-party certifications required by us. We estimate that the costs of these licenses range between $50 and $300.

11. Legal and Accounting Fees. We estimate legal and accounting fees to range from $500 to $2,000. This estimate is based on the fees necessary to create a franchisee entity and retaining legal counsel and accountants to review this Disclosure Document.

12. Office Equipment, Furniture and Supplies. You are required to establish a functional office with a desk, file cabinet, chairs, miscellaneous office supplies, etc. We estimate that your office equipment, furniture and supplies will cost between $400 and $1,000, depending on what items you already have that are available for use.

~~13.~~ Opening Assistance Fee. Prior to attending or otherwise participating in our initial training program, you must pay us our Opening Assistance Fee of $5,000, as described in Item 5 of this Disclosure Document for certain services we will provide in connection with the pre-opening and opening stages of your MowBot Business, as we deem appropriate in our discretion. These services may include: (i) assisting you in coordinating an initial lead generation program with a third-party provider; and ~~(ii) assisting you in procuring the necessary equipment and supplies to operate your MowBot Business (which may be from one of our Approved Supplier as described in Item 8); and~~

13. (ii~~i~~) other start-up assistance, coaching and support that we deem appropriate and necessary. Importantly, payment of this Opening Assistance Fee does not remove or otherwise affect your obligation to allocate additional resources to efforts associated with commencing operations of your MowBot Business, and otherwise use your best efforts in connection with opening and commencing operations. We reserve the right to modify the Opening Assistance Fee based on owner and/or market conditions.

14. Additional Funds. The estimate of additional funds of $9,000 to $24,000 is for a period of at least three (3) months, and is based on an owner-operated business and does not include any allowance for an owner's draw or salary. We estimate that, in general, you may expect to put additional cash into the business during the first three (3) months of operations, and sometimes longer, but we cannot estimate or promise when or whether, you will achieve a positive cash flow or profits. This estimate does not include any fees paid for debt services. These figures are estimates and we cannot guarantee that you will not have additional expenses in starting the business. Your costs will depend on factors such as: how closely you follow our methods and procedures; your management skills, experience, and business acumen; local economic conditions; the local market for our products and services; the prevailing wage rate; competition; and the level of sales reached during the start-up phase of the business.

~~15.~~ Total Initial Investment. These estimates are based on our experience and estimates we have received from third-party vendors. We do not directly or indirectly offer financing for your initial investment.

15.

B. YOUR ESTIMATED INITIAL INVESTMENT FOR A MULTI-UNIT OFFERING

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	TIME OF PAYMENT	TO WHOM PAYMENT IS MADE
Multi-Unit Fee for 2-3 Territories (Note 1)	$76 0,000 - $101,000	Lump Sum	Upon execution of the Multi-Unit Addendum	Us
~~Additional Expenditures for 2-3 Territories~~Initial Investment to Open Initial MowBot Business (Note 2)	$22,510 - $90,680	See Item 7, Chart A (Notes 2 through 13)		
Total (Note 3)	**$~~98~~2,510 - $191,680**			

Explanatory Notes

Generally, all fees and payments are non-refundable, unless otherwise stated or permitted by the payee. Actual costs will vary for each franchise location depending on a number of factors, including market condition and the geographic location of your office and MowBot Businesses.

1. Multi-Unit Fee. You will be required to execute a Franchise Agreement for each MowBot Business you are granted as part of your Multi-Unit Offering, as well as our prescribed form of Multi-Unit Addendum, all at the same time. Upon the execution of these agreements, you will be required to pay us a Multi-Unit Fee amounting to: (i) $70,000 for the right to operate two Franchised Businesses which amounts will be paid in full at the time you sign the Multi-Unit Addendum. The Multi-Unit Fee increases by $31,000 for each additional Territory. The Multi-Unit Fee is deemed fully earned and non-refundable upon payment. If you qualify for the Veteran Discount, then the Multi-Unit Fee for operating two or more Franchised Businesses would be reduced by 10% (not to exceed $10,000) as described in Item 5. Please see Item 5 of this Disclosure Document for additional information on the Multi-Unit Fee.

~~1.~~ Initial Investment to Open Initial MowBot Business. This figure represents the total estimated initial investment required to open the initial MowBot Business under the Multi-Unit Addendum. You will be required to enter into our then-current form of franchise agreement for the initial MowBot Business you open under the Multi-Unit Addendum. This range includes all the items outlined in Chart 7(A) of this Item, except the Initial Franchise Fee (because you are not required to pay any Initial Franchise Fee under the Multi-Unit Addendum). It does not include any of the costs you will incur in opening additional MowBot Businesses that you are granted the right to open under the Multi-Unit Addendum.

2.

~~2. Additional Expenditures Associated with Opening and Operating MowBot Businesses. We expect that you will operate your MowBot Businesses from a single Approved Location and using: (i) the same vehicle; and (ii) the supplies, equipment and inventory package described immediately above in Note 2 to this Chart. This range of fees disclosed is meant to cover additional fees that you will need in connection with your additional MowBot Businesses as well. We only require you to attend, and successfully complete, our Initial Training Program once in connection with multiple MowBot Businesses. You may need to purchase additional inventory than you would in connection with a single MowBot Business, but these additional amounts are accounted for in the Additional Funds estimated expenditure for a single MowBot Business. Please review the Explanatory Notes following Chart 7(A) for additional information.~~

~~3.~~ Initial Investment. These estimates are based on our experience as well as estimates we have received from third-party vendors. We do not directly or indirectly offer financing for your initial investment.

3.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your MowBot Business in conformance with our methods, standards, and specifications, which we prescribe in our confidential operations manual, our proprietary and confidential operations portal (the "Operations Portal"), and various other confidential manuals, writings, and other information prepared by us for your use in operating a MowBot Business which are provided in the Operations Portal or other means. We may periodically change our standards and specifications at our sole discretion, which we will communicate in our operations manual, and you must comply with all changes.

Approved Products and Services

All vehicles, supplies, equipment and inventory used by you in the MowBot Business must meet our then-

current System standards and specifications, including but not limited to branding requirements (including color and label requirements) that comply with our then-current standards and specifications, which we will establish and modify at our discretion. You may incur an increased cost to comply with such changes at your own expense.

We reserve the right to require you to purchase any of the items necessary to establish and operate your MowBot Business in accordance with our standards and specifications and/or from an Approved Supplier, for us, our Affiliate, or our designated vendors and suppliers.

You must offer for sale all products and services which we prescribe and only those products and services which we prescribe. You may not offer any other products or services for sale without having received our prior written authorization. You must at all times maintain sufficient levels of inventory as specified in the Operations Portal, to adequately satisfy consumer demand. You must offer, use and sell all private label products which we may now or in the future designate for sale by System franchisees.

Some suppliers may provide us with test equipment for use in our training center, advertise in our newsletters, and may also sponsor events and/or rent booth space at our Annual Conference or regional meetings.

Designated and Approved Suppliers

Recognizing that preservation of the System depends upon product and service uniformity and the maintenance of our trade dress, you must purchase product samples and other supplies, services, computer hardware and software, and other equipment from approved or designated suppliers that we will specify, from time to time, in the Operations Portal and otherwise in writing (each an "Approved Supplier").

We, our affiliate, or a designated third party may be one of several, or the only, Approved Supplier of any item. We and any affiliate(s) have the right to realize a profit or otherwise derive revenue on any products or services that we, our affiliate(s) or our Approved Suppliers supply and/or provide to you. While we are not currently an Approved Supplier for any products that you are required to purchase, we reserve the right to be an Approved Supplier in the future.

We have Approved Suppliers for the following products: (i) the Equipment, Products & Services Package; (ii) Business Platform software; (iii) all additional and replacement Bots; (iv) other materials and merchandise bearing the Proprietary Marks; (v) the Approved Vehicle and Upfit Package; and (vi) Mapping Tool and Vehicle Fleet Management Tool. We strongly recommend and expect that you enter into a leasing arrangement with a third party for your vehicle and certain other equipment/supplies you must purchase, and your payments made in connection with these financed or leased items will be paid to that third-party financing/leasing provider and not us. Our standard offering contemplates that you will finance these payments through third parties, as evidenced by our Item 7 Charts.

We may establish business relationships, from time to time, with suppliers who may produce and/or provide certain goods or services that you are required to purchase from only that supplier (each a "System Supplier"). These System Suppliers may provide, among other things, supplies, fixtures, technology, software, and equipment, all in accordance with our proprietary standards and specifications or private label goods that we have authorized and prescribed for sale by System MowBot Businesses. You recognize that such products and services are essential to the operation of your MowBot Business and to the System generally. Your failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System and may result in other System MowBot Businesses' inability to obtain a product or an ability to obtain a product only on less favorable credit terms. Accordingly, you must pay System Suppliers as and when due. You must use products purchased from approved suppliers solely in connection with the operation of your MowBot Business and not for any competitive business purpose.~~Presently, we are the Approved Supplier for certain supplies, equipment, and inventory required for the initial establishment of your MowBot Business. You must purchase your initial Vehicle and Upfit Package from one of our Approved Suppliers, unless you already have a suitable vehicle. We strongly recommend and expect that you enter into a leasing arrangement with a third party for your vehicle and certain other equipment/supplies you must purchase from us, and your payments made in connection with these financed or leased items will be paid to that third-party financing/leasing provider and not us or our Affiliate. Our standard offering contemplates that you will finance these payments through third parties, as evidenced by our Item 7 Charts.~~

~~We or Husqvarna are the only Approved Suppliers for all required equipment, inventory, and supplies: (i) the Equipment, Products & Services Package; (ii) (through our affiliate FranPower) the Business Platform software; (iii) all additional and replacement Bots and (iv) other materials and merchandise bearing the Proprietary Marks.~~

~~Recognizing that preservation of the System depends upon product and service uniformity and the maintenance of our trade dress, you must purchase product samples and other supplies, services, computer hardware and software, and other equipment from us or from approved or designated suppliers that we will specify, from time to time, in the Operations Portal and otherwise in writing (each an "Approved Supplier"). We, our affiliate or a designated third party may be one of several, or the only, Approved Supplier of any item. We reserve the right to require you to purchase any products and services, including equipment, supplies, computer hardware and software, directly from us or our affiliate. We and our affiliates have the right to realize a profit or otherwise derive revenue on any products or services that we, our affiliates or our Approved Suppliers supply and/or provide to you.~~

~~We may establish business relationships, from time to time, with suppliers who may produce and/or provide certain goods or services that you are required to purchase from only that supplier (each a "System Supplier"). These System Suppliers may provide, among other things, supplies, fixtures, technology, software, and equipment, all in accordance with our proprietary standards and specifications or private label goods that we have authorized and prescribed for sale by System MowBot Businesses. You recognize that such products and services are essential to the operation of your MowBot Business and to the System generally. Your failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System and may result in other System MowBot Businesses' inability to obtain a product or an ability to obtain a product only on less favorable credit terms. Accordingly, you must pay System Suppliers as and when due. You must use products purchased from approved suppliers solely in connection with the operation of your MowBot Business and not for any competitive business purpose.~~

Ownership Interest in a Supplier/Revenue Derived from Franchise Purchases and Leases

In our past fiscal year ending December 31, 2019, we generated $20,000 in revenue from franchisee's required purchases, or 6.8% of our total revenue of $295,401.

Our Chief Executive Officer, Anthony Hopp, and our Chief Development Officer Jeffrey R. Dudan, own an interest in ~~MowBot.~~us and FranPower. FranPower is the Approved Supplier of the Business Platform, which is a proprietary, fully integrated business management system, which includes customized software, which facilitates the flow of business related information between you, us, and your customers.

While our officers do own an interest in our Approved Supplier Husqvarna, Husqvarna does not qualify as an affiliate because of the common control of the companies. We currently receive a 7.5% rebate from Husqvarna for all equipment that franchisees purchase.

Under some circumstances, we may derive income in the form of rebates or marketing allowances paid to us by Approved Suppliers that we require you to use. We have negotiated arrangements with Approved Suppliers including service requirements for our franchisees, prices, and terms, for the benefit of the franchisees.

Your obligations to purchase certain products or services from us or our Approved Suppliers, and to purchase goods, services, supplies, fixtures, equipment, computer hardware and software, training and real estate that meet our specifications, are considered "Required Purchases." We estimate that your Required Purchases will account for approximately 70% to 80% of your total costs incurred in establishing your MowBot Business, and approximately 40% to 60% of your ongoing costs to operate the MowBot Business

after the initial start-up phase.

We and our affiliate(s) reserve the right to derive revenue from the Required Purchases you make from us and our affiliate(s), as well as purchases made from our designated and approved suppliers. In 2019, ~~As we are a newly formed entity, w~~we did~~have~~ not derive~~d~~ any revenue from our franchisees' required purchases or leases.

Alternative Product or Supplier Approval

If you wish to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, you must provide us the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and the purchase price of the item, if known. At our request, you must provide us, for testing purposes, a sample of the item you wish to purchase. We are not required to approve any particular product or supplier. We may base our approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation we consider necessary or desirable in our System as a whole, as well as the maintenance of our Confidential Information. We have the right to receive payments from suppliers on account of their dealings with you and other MowBot Businesses and to use all amounts we receive without restriction (unless instructed otherwise by the supplier) for any purposes we deem appropriate. We are not required to approve an unreasonable number of suppliers for a given item if we believe that such approval may result in higher costs or prevent the effective or economical supervision of approved suppliers.

You, or the proposed supplier, must advance us our reasonable costs we estimate we will incur in connection with inspecting the alternate supplier, its facilities and/or the previously non-approved item(s) you propose. If the costs we incur are more than the amount you advanced, then we may withdraw additional funds through the EFT Program from your designated bank account for the difference; or if the actual amount we incur is less than the amount of the advancement, then we will credit the excess amount to the payment of your future obligations.

We will use reasonable efforts to notify you in writing if your request is approved or denied within 30 days of: (i) our receipt of all supporting information from you regarding your request; and (ii) our completion of any necessary inspection or testing associated with your request. If we do not provide written approval within this time period, then your request will be deemed denied.

We may, but are not required to, provide your proposed supplier or provider with its specifications for the item that you wish the third-party to supply, provided that third-party executes our required non-disclosure agreement form. Each supplier that we approve of must comply with our requirements regarding insurance,

indemnification and non-disclosure. If we approve any supplier, you may enter into supply contracts with that third party, but under no circumstances will we guarantee your performance of any supply contract.

We may re-inspect and revoke our approval of particular products or suppliers if we determine that such products or suppliers no longer meet our standards. Once you receive written notice from us that we have revoked our approval, you must immediately cease purchasing products from that supplier.

We do not provide any material benefit to you if you buy from sources we approve, but we may default you under (or terminate) your Franchise Agreement, or otherwise deny your request to renew these agreements, based on your failure to make required purchases from our Approved Suppliers or otherwise in accordance with our standards and specifications.

Approved Location

You must operate your MowBot Business from an approved location, which meets our standards and specifications which could be your home or an approved office/warehouse location.

We must review and approve any proposed location, as well as any lease associated with the proposed location, prior to you entering into any lease for the proposed location. You must secure the Approved Location within ninety (90) days of executing the Franchise Agreement in the event ~~in~~ you have not already obtained our approval prior to executing the Franchise Agreement. We may provide you with standards and specifications for the design and layout of the premises of the Approved Location.

Advertising and Promotional Materials

We must approve all self-generated advertising materials prior to publication or use.

Insurance

You must purchase and maintain, at your own expense, insurance covering the operation and location of your MowBot Business as we may require. You must purchase the required insurance at least 30 days before opening your MowBot Business or upon signing a lease for the Approved Location. The limits described in the paragraph below are the minimum amounts that you are required to purchase. If you sign a lease or contract that requires a higher amount than provided below, then you must obtain the higher level of coverage under the terms of the lease or contract. If you sign a lease or contract that does not require as much coverage, you must still purchase enough insurance to meet our requirements.

Presently, our insurance requirements are as follows: (i) Commercial General Liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate limit per location, which will include products and completed operations coverage, personal and advertising injury, fire damage liability and medical payments coverage; and it will be provided on an occurrence form; (ii) Automobile Liability and Physical Damage insurance in the amount of $1,000,000 Combined Single Limit coverage for all owned, non-owned and hired vehicles and include physical damage coverage with deductibles not higher than $1,000 for comprehensive and collision damage; (iii) Contractor's Equipment Floater insurance in the amount of to cover the mobile equipment used in your franchised business; (iv) Employment Practices Liability insurance in the amount of $250,000 aggregate including third party endorsement and naming franchisor as Co-Defendant; (v) Workers' Compensation and Employer's Liability statutory coverage and Employer's Liability insurance in the amount of $1,000,000 by accident, $1,000,000 by disease-policy limit, $1,000,000 by disease each accident; (vii) Contractor's Professional Liability insurance in the amount of $1,000,000 to cover errors and omissions claims; (viii) Property Insurance for one hundred percent

(100%) of the replacement cost of your business personal property; and, notwithstanding the foregoing, (ix) you may, but are not required to, obtain Umbrella Liability insurance to be excess over Commercial General Liability, Automobile Liability and Employer's Liability. Also, the Contractor's Professional Liability policies may be combined with the Commercial General Liability policy.

We must approve all insurance carriers in advance and in writing. All insurance policies must be issued by insurance companies with a rating of A-VII or better as reported in the most recent edition of A.M. Best's Insurance Reports. Our acceptance of an insurance carrier does not constitute our representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. You must carry insurance required by the lease of your Approved Location or by any of your lenders or equipment lessors and such workers' compensation insurance as may be required by applicable law. You must deliver a certificate of insurance to us at least 20 days before opening your MowBot Business and 10 days before any renewal of the required policies as evidence that all insurance requirements have been met. All insurance policies you hold will be primary to any policy or policies held by us or our affiliate(s).

All liability policies will list us as an additional insured except the Employment Practices Liability policy will provide us coverage. The Commercial General Liability policy shall contain a waiver of subrogation in favor of Franchisor and any parties Franchisor designates, and will be primary and non-contributory to any insurance we might carry. We reserve the right to modify required insurance coverage during the course of your agreement based on changes in risk factors for which you will comply upon written notice from us.

Computer Hardware and Software

You must purchase any computer hardware, software and peripherals that meet our System standards and specifications. Please see Item 11 of this disclosure document for additional information regarding our computer hardware and software purchasing requirements.

Purchasing and Distribution Cooperatives; Rebate Programs

We currently do not have any purchasing or distribution cooperatives for the MowBot ~~business,~~business; ~~however~~however, we reserve the right to establish these types of cooperatives in the future. We may negotiate certain purchase arrangements (including price terms) for the purchase of certain items with suppliers for the benefit of franchises.

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ITEM 9
FRANCHISEE'S OBLIGATIONS

The table lists your principal obligations under the ~~Franchise Agreement~~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 Franchise Agreement	Section in Multi-Unit Addendum	Item of Disclosure Document
a. Site selection and acquisition/lease	7.1	~~N/A~~Not Applicable	Items 7, 11 and 12
b. Pre-opening purchases/leases	7.1, 7.3, 7.4, and 7.8	4	Items 7 and 8
c. Site development and other pre-opening requirements	7.1 and 9	Not Applicable	Items 6, 7, 8 and 11
d. Initial and ongoing training	7.2 and 8	2	Item 11
e. Opening	7.3	Not Applicable	Items 11
f. Fees	2.2.9, 3, 12.3, 14.3.2.7, 14.3.2.8, and 22.8	3	Items 5, 6, 7 and 11
g. Compliance with standards and policies/ operations manual	6, 7.4 through 7.10, 7.14, 7.15, 7.17 and 7.18	Not Applicable	Item 8 and 11
h. Trademarks and proprietary information	4, 5, 7.8 and 7.14	Not Applicable	Items 13 and 14
i. Restrictions on products/services offered	1.2 through 1.6, 7.4 and 7.5	Not Applicable	Item 8, 12 and 16
j. Warranty and customer service requirements	7.18	Not Applicable	Item 15
k. Territorial development and sales quotas	Not Applicable.	Not Applicable	Items 12 and 17

l. Ongoing product/ service purchases	7.4 and 7.5	Not Applicable	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	2.2.3, 7.1.2, 7.15 and 7.17	Not Applicable	Items 6, 8 11 and 12
n. Insurance	9	Not Applicable	Items 7 and 8
o. Advertising	12	Not Applicable	Items 6 and 11
p. Indemnification	13.2	Not Applicable	Item 6
q. Owners' participation/ management/staffing	7.6.3 through 7.6.5 and 7.10	5	Items 11 and 15
r. Records and reports	10 and 11	Not Applicable	Item 6
s. Inspections and audits	7.7 and 11	Not Applicable	Items 6 and 11
t. Transfer	14	Not Applicable	Item 17
u. Renewal	2.2	Not Applicable	Item 17
v. Post term obligations	16.1 and 17.2	Not Applicable	Item 17
w. Noncompetition covenants	17	Not Applicable	Item 17
x. Dispute Resolution	18	Not Applicable	Item 17

Obligation	Section in Franchise Agreement	Section in Multi-Unit Addendum	Item of Disclosure Document
e. Site development and other pre-opening requirements	7.1 and 9	N/A	Items 6, 7, 8 and 11
d. Initial and ongoing training	7.2 and 8	2	Item 11
e. Opening	7.3	N/A	Items 11
f. Fees	2.2.9, 3, 12.3, 14.3.2.7, 14.3.2.8, and 22.8	3	Items 5, 6, 7 and 11
g. Compliance with standards and policies/ operations manual	6, 7.4 through 7.10, 7.14, 7.15, 7.17 and 7.18	N/A	Item 8 and 11
h. Trademarks and proprietary information	4, 5, 7.8 and 7.14	N/A	Items 13 and 14
i. Restrictions on products/services offered	1.2 through 1.6, 7.4 and 7.5	N/A	Item 8, 12 and 16
j Warranty and customer service requirements	7.18	N/A	Item 15
k. Territorial development and sales quotas	Not Applicable.	N/A	Items 12 and 17
l. Ongoing product/ service purchases	7.4 and 7.5	N/A	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	2.2.3, 7.1.2, 7.15 and 7.17	N/A	Items 6, 8 11 and 12
n. Insurance	9	N/A	Items 7 and 8
o. Advertising	12	N/A	Items 6 and 11
p. Indemnification	13.2	N/A	Item 6
q. Owners' participation/ management/staffing	7.6.3 through 7.6.5 and 7.10	5	Items 11 and 15
r. Records and reports	10 and 11	N/A	Item 6
s. Inspections and audits	7.7 and 11	N/A	Items 6 and 11
t. Transfer	14	N/A	Item 17
u. Renewal	2.2	N/A	Item 17
v. Post term obligations	16.1 and 17.2	N/A	Item 17
w. Noncompetition	17	N/A	Item 17

~~Obligation~~	~~Section in Franchise Agreement~~	~~Section in Multi-Unit Addendum~~	~~Item of Disclosure Document~~
~~covenants~~			
~~x. Dispute Resolution~~	~~18~~	~~N/A~~	~~Item 17~~

ITEM 10
FINANCING

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

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

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

A. Pre-Opening Obligations

Before you open your MowBot Business, we will provide you with the following assistance:

1. Define your Territory. (Franchise Agreement, Section 1.2).

2. Provide Site selection assistance for your Approved Location, if you have not already obtained an agreed upon Approved Location (Franchise Agreement, Exhibit E).

3. We require that you find an approved location which meets our standards and specifications, which could be your home or an approved office/warehouse location. We may (but are under no obligation to): (i) provide you with standards and/or guidelines for your approved location; and/or (ii) otherwise assist you in locating a suitable location to operate your MowBot Business. (Franchise Agreement, Section 1.3). We do not typically own premises which would then be leased to a franchisee. Generally, we will approve of your home as an approved location. If you request our approval of an office/warehouse location, we will approve or deny of the location within thirty (30) days of your submission of the location, and we consider factors such as geographic location and storage capacity in making our determination. If we have not approved a location for you to operate the Franchised Business as of the date of the signing of the Franchise Agreement, both you and we will enter into our prescribed form of the Site Selection Addendum, the terms of which shall govern both parties' site selection obligations. If we and you cannot agree on a site and you fail to open within 180 days of signing the Franchise Agreement, we may terminate the Franchise Agreement with no refund due to you.

~~2.~~4. We estimate that it will take between 90 and 120 days for you to commence operations of your MowBot Business and complete our Initial Training Program and otherwise comply with all of your other pre-opening obligations under your Franchise Agreement. The actual length of this period will depend upon factors such as whether you can acquire acceptable financing arrangements, our training schedules, and time necessary to obtain zoning permits, licenses, and variances in your area. You must successfully comply and complete all of your pre-opening obligations and open your MowBot Business within 180 days of executing your Franchise Agreement or we may terminate your Franchise Agreement upon notice to you. (Franchise Agreement, Section 7.3).

~~3.~~5. Provide you with our list of all Approved Products and Services, items and equipment

needed to open your MowBot Business, make available for purchase the Equipment, Products and Inventory Package, along with our proprietary list of Approved Suppliers for those items (as applicable). (Franchise Agreement, Sections 6.2).

~~4.~~6. Grant and provide you access to our Operations Portal, which includes access to our confidential and proprietary information, including our standards and specifications. You must operate the MowBot Business in accordance with the Operations Portal and all applicable laws and regulations. The Operations Portal may be amended or modified to reflect changes in the System. You must keep the Operations Portal confidential and current, and may not copy any part of any Operations Portal without our consent. (Franchise Agreement, Section 6.1). The table of contents for our Operations Portal as of the Issuance Date of this Disclosure Document is attached as Exhibit G. The Operations Portal is currently 162 pages in length.

~~5.~~7. Provide you and up to one additional employee with initial training that you must attend and complete to our satisfaction, in accordance with the initial training chart below. (Franchise Agreement, Section 8.1).

~~6.~~8. Provide advice and guidance, as we deem necessary in our sole discretion, in preparing to open your MowBot Business, including standards and procedures for obtaining inventory and supplies, providing approved services, advertising and promoting the business and otherwise operating the MowBot Business during the start-up phase. (Franchise Agreement, Sections 6.1 and 8.1).

~~7.~~ Supply you with those items and services you are required to purchase from us or our

9. ~~Affiliate,~~Affiliate provided you pay for these items prior to, or upon delivery (as we may require). (Franchise Agreement, Section 6.2)

~~8.~~10. Provide you with a dedicated phone number which you must use in connection with your MowBot Business and in all marketing items. (Franchise Agreement, Section 7.8.1).

~~9.~~11. Provide you with assistance in coordinating a lead generation program and the other pre-opening and opening services associated with your Opening Assistance Fee, as we deem appropriate in our discretion. (Franchise Agreement, Section 3.7).

12. ~~Conduct a launch visit prior to~~We or our affiliate will provide you with local support needed upon the opening of your MowBot Business. (Franchise Agreement, Section 6.3~~.7~~).

B. Continuing Assistance

After you open your MowBot Business, we will provide you with the following assistance:

1. We may schedule, and require you, your Designated Manager (if applicable), estimators, installers, and other employees to attend additional or remedial training courses. We may charge you our then-current tuition fee for you, currently $1,000 per week, and any other persons that attend such additional or refresher training, and you will be solely responsible for any and all expenses associated with such training (including travel, lodging, meals, and employee wages incurred). We will provide this training to you and your employees at our corporate headquarters or other training facility we designate. (Franchise Agreement 8.2)

2. We may also provide you with remedial training if we determine, in our sole discretion after conducting an audit or inspection of your MowBot Business, that you are not complying with our System standards and specifications. The purpose of remedial training is to get you back on track and in compliance with our standards and specifications. (Franchise Agreement, Section 8.2).

3. Upon your request, or as we deem necessary in our sole discretion, we may provide on-site training or consultation at the location of your MowBot Business, subject to the availability of our personnel.

4. We may, as we deem necessary in our sole discretion, modify and update the System and Operations Portal, including any standards and specifications, and provide you with updated lists of: (i) Approved Products and Services; (ii) Approved Suppliers; and (iii) items you must purchase in accordance with our System standards and specifications (i.e., equipment, fixtures, inventory, and supplies). (Franchise Agreement, Section 6.1)

5. We may establish and administer our Business Platform, including Telematics/GPS, as we deem advisable to manage prospective and existing MowBot customers and route/assign work orders/inquiries as we deem necessary in our sole discretion. (Franchise Agreement, Sections 6.6 and 7.8).

6. We will administer and maintain our Brand Fund as described in further detail below. (Franchise Agreement, Section 12.3).

7. You may only offer for sale all products and services which we prescribe, and only those products and services. You must offer, use and sell all private label products that we may now, or in the future, designate for sale by System franchises. (Franchise Agreement, Section 7.5).

8. We will review any alternate supplier or non-approved item you propose for use in connection with the MowBot Business, and subsequently approve or deny these proposals as disclosed more fully in Item 8 of this disclosure document. (Franchise Agreement, Section 7.4).

9. We may conduct periodic inspections and/or audits of your MowBot Business and/or financial records, as we deem advisable in our sole discretion. (Franchise Agreement, Sections 7.7 and 11.1).

10. We may provide periodic advice and guidance regarding the ongoing operation of your MowBot Business and/or the use of the Proprietary Marks and System in general, as we deem necessary or advisable in our sole discretion. Our advice and assistance may be provided through meetings, printed materials and/or other media that we may make available to you in the System from time to time, otherwise by telephone, e-mail or other manner of communication. In certain circumstances, we reserve the right to charge our then-current Tuition Fee in connection with providing such assistance and/or be reimbursed for our reasonable expenses in providing any on-site assistance. (Franchise Agreement, Section 6.3)

C. Post-Opening Obligations

After you open your MowBot Business, we will provide you with the following assistance:

1. We may schedule, and require you, your Designated Manager (if applicable), estimators, installers, and other employees to attend, additional or remedial training courses. We may charge you our then-current tuition fee for you and any other persons that attend such additional or refresher training, and you will be solely responsible for any and all expenses associated with such training (including travel, lodging, meals, and employee wages incurred). We will provide this training to you and your employees at our corporate headquarters or other training facility we designate. (Franchise Agreement, Section 8.2).

2. We may also provide you with remedial training if we determine, in our sole discretion after conducting an audit or inspection of your MowBot Business, that you are not complying with our System standards and specifications. The purpose of remedial training is to get you back on track and in compliance with our standards and specifications. (Franchise Agreement, Section 8.2).

3. Upon your request, or as we deem necessary in our sole discretion, we may provide on-site training or consultation at the location of your MowBot Business, subject to the availability of our personnel.

4. We may, as we deem necessary in our sole discretion, modify and update the System and Operations Portal, including any standards and specifications, and provide you with updated lists of: (i) Approved Products and Services; (ii) Approved Suppliers; and (iii) items you must purchase in accordance with our System standards and specifications (i.e., equipment, fixtures, inventory, and supplies). (Franchise Agreement, Section 6.1)

5. We may establish and administer our Business Platform, including Telematics/GPS, as we deem advisable to manage prospective and existing MowBot customers and route/assign work orders/inquiries as we deem necessary in our sole discretion. (Franchise Agreement, Sections 6.6 and 7.8).

6. We will administer and maintain our Brand Fund as described in further detail below. (Franchise Agreement, Section 12.3).

7. You may only offer for sale all products and services which we prescribe, and only those products and services. You must offer, use and sell all private label products that we may now, or in the future, designate for sale by System franchises. (Franchise Agreement, Section 7.5).

8. We will review any alternate supplier or non-approved item you propose for use in connection with the MowBot Business, and subsequently approve or deny these proposals as disclosed more fully in Item 8 of this disclosure document. (Franchise Agreement, Section 7.4).

9. We may conduct periodic inspections and/or audits of your MowBot Business and/or financial records, as we deem advisable in our sole discretion. (Franchise Agreement, Sections 7.7 and 11.1).

10. We may provide periodic advice and guidance regarding the ongoing operation of your MowBot Business and/or the use of the Proprietary Marks and System in general, as we deem necessary or advisable in our sole discretion. Our advice and assistance may be provided through meetings, printed materials and/or other media that we may make available to you in the System from time to time, or otherwise by telephone, e-mail or other manner of communication. In certain circumstances, we reserve the right to charge our then-current Tuition Fee in connection with providing such assistance and/or be reimbursed for our reasonable expenses in providing any on-site assistance. (Franchise Agreement, Section 6.3)

Regional Advertising and Promotional Cooperative

We reserve the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Franchise Business. Currently, we do not require you to participate in a Cooperative. If we establish a Cooperative, then tehre are no minimum or maximum fees that may be imposed.

Brand Fund

1. We have established a creative Brand Fund (the "Brand Fund") for the common benefit of the System. You are currently required to participate in and contribute 3% of your MowBot Business' Gross Sales to the Brand Fund (the "Brand Fund") (Franchise Agreement, Section 12.3).

2. In our fiscal year ending December 31, 2019, the Brand Fund was spent as follows: (i) Advertising – 63%; and (ii) Promotions – 37%.

3. We have the right to use contributions to the Brand Fund, in our sole discretion, to develop, produce, and distribute national, regional and/or local marketing materials and to create advertising materials and public relations materials which promote, in our sole judgment, the services offered by System franchisees. (Franchise Agreement, Section 12.3). We may use the Brand Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including the cost of preparing and producing Internet, television, radio, magazine, and newspaper advertising campaigns; the cost of direct mail and outdoor billboard advertising; the cost of soliciting National Accounts; the cost of public relations activities and advertising agencies; the cost of developing and maintaining an Internet website; personnel and other departmental costs for advertising that we internally administer or prepare; and building partnerships with national and regional brands. Not all System franchisees will benefit directly or on a pro rata basis from such expenditures. (Franchise Agreement, Section 12.3). While we do not anticipate that any part of the Brand Fund will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Brand Fund for public relations or recognition of our brand, for the creation and maintenance of a web site, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises

Available." (Franchise Agreement, Section 12.3).

4. If we do not spend all contributions to the Brand Fund by the end of each fiscal year, the funds will be carried forward into the next fiscal year. You must contribute to the Brand Fund regardless of amounts due from other System franchisees.

5. We will prepare on an annual basis, and will have available for you within 120 days of the end of the fiscal year, an unaudited statement of contributions and expenditures for the Fund. Upon your written request, we will provide you with the statement. There is no requirement that the Brand Fund be audited. (Franchise Agreement, Section 12.3).

6. We have the right to incorporate the Fund as a separate business entity. The Brand Fund is not a trust or our asset and we are not a fiduciary to you with respect to, or a trustee of, the Brand Fund or the monies therein, and we assume no obligation or liability to you with respect to the maintenance, direction or administration of the Brand Fund. (Franchise Agreement, Section 12.3).

7. We may periodically assist franchisees to maintain high quality standards through customer surveys, customer interviews, and other similar initiatives ("Surveys"). The cost of such programs will be borne by the Brand Fund. The cost of these programs may be charged directly to you if your results from a Survey fall below System-established minimum standards for such Surveys, which will be determined at the time we conduct a Survey. (Franchise Agreement, Section 12.3).

8. We have the sole right to determine how to spend contributions to the Brand Fund, or any funds from any other advertising program, and the sole authority to determine the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend such funds in the general best interests of the System on a national or regional basis. We are not required, under the Franchise Agreement, to spend any amount on advertising in your Territory. Not all System franchisees will benefit directly or on a pro rata basis from our expenditures. Franchise Agreement, Section 12.3).

9. We have the right to reimbursement from the Brand Fund for reasonable costs and overhead, if any, as we may incur in activities which are reasonably related to directing and implementing the Brand Fund. (Franchise Agreement, Section 12.3).

10. Company or affiliate-owned MowBot Businesses may contribute to the Brand Fund, but they are not required to do so. (Franchise Agreement, Section 12.3).

11. We reserve the right to suspend or terminate the Brand Fund at any time and any surplus funds may only be used for marketing and advertising purposes until fully expended. (Franchise Agreement, Section 12.3)

Local Advertising

In addition to the Brand Fund, we require you to actively promote and advertise your Franchised Business within your Territory. We currently require you to expend 3% of your Gross Revenue on local advertising and promotional programs or materials that we approve within your Territory (the "Local Advertising Requirement"). You must submit to us upon request, a report detailing your local advertising expenditures. We also have the right to review your books and records to determine these expenditures. We must approve all advertising and promotional materials prior to your use or distribution. We require that you submit the materials you wish to use to us for our prior written approval at least 30 days prior to your intended use or publication. We will use commercially reasonable efforts to notify you of our approval or disapproval of your proposed materials within 15 days of the date we receive the proposed materials from you. If you do not receive our written approval during that time period, the proposed materials shall be deemed

disapproved. Once approved, you may use the materials unless we withdraw or revoke our approval, which we may do at any time with written notice. All advertising must prominently display the Proprietary Marks and must comply with any standards we establish as specified in the Operations Portal or in any other writing. We may require you to discontinue using any advertising or marketing material within a specified time frame, and at your own cost and expense. (Franchise Agreement, Section 12.5).

Advisory Council

We intend to form an advisory council for the purpose of exchanging ideas and problem-solving methods, advising us on expenditures for System-wide advertising and coordinating franchisee efforts (an "Advisory Council"). Once formed, in the event you are elected and accept, you must participate actively in the Advisory Council and participate in the Advisory Council meeting as we require. We reserve the right to prepare and amend the governing documents for the Advisory Council from time to time as we deem necessary, and we will determine the topic areas to be considered by the Advisory Council. The Advisory Council shall act in an advisory capacity only, and we shall have the right to form, change, or dissolve an Advisory council at any time, as we deem necessary in our sole discretion. (Franchise Agreement, Section 12.6)

Website and Internet Presence

You must have and maintain adequate hardware and software in order to access the Internet at the bit speed we require from time to time. We have the right, but not the obligation, to establish and maintain a website that provides information about the System and the products and services offered by MowBot franchises. If we exercise our right to create such a website, we will have sole discretion and control over it. We also have the right, but not the obligation, to create interior pages on our website(s) that contain information about your MowBot Business and other MowBot locations. If we do create such a page, we may require you to prepare all or a portion of the page for the MowBot Business, at your sole expense, and may require you to use a template that we provide. (Franchise Agreement, Sections 12.2, 12.2.1 and 12.2.2).

You are prohibited from establishing or maintaining a separate website, or otherwise maintaining a splash page or other presence on the Internet through any social networking site in connection with the operation of your MowBot Business, including without limitation, Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, Snapchat, or any other social media and/or networking site that uses any variation of the Proprietary Marks or references the System. (Franchise Agreement, Section 12.2.3).

We have the right to modify our policies regarding both our and your use of Internet websites as we deem necessary or appropriate for the best interests of the System. (Franchise Agreement, Section 12.2). We are currently the sole registrant of the domain name www.mowbot.com and we will be the sole registrant of any other domain names we decide to register in connection with the System in the future. You are prohibited from registering any domain name that contains words used in, or similar to, any trademark or service mark owned or used by us or our affiliate, or any colorable variation thereof (including any abbreviation, acronym, phonetic variation or visual variation). (Franchise Agreement, Section 12.2.5).

Computer Hardware and Software

1. We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (a) a compatible computer system that complies with our standards and specifications and is capable of operating financial and other business software; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; and (d) Internet access mode and bandwidth (collectively, the "Computer System"). (Franchise Agreement, Section 7.8).

2. Presently, you are required to purchase the Technology Systems Package for $0-$2,100, which includes the computer hardware that meets our Computer System standards and specifications. We also have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs that you must use in connection with any component of the Computer System, including our Business Platform software (collectively, the "Required Software"), which you must license from us; (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install at your expense; (c) the tangible media upon which you record data; and (d) the database file structure of the Computer System. At our request, you must purchase or lease, and thereafter maintain, the hardware necessary to support Required Software. You agree, at your own expense, to keep your Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to your Computer System or Required Software as we direct from time to time in writing. We estimate that you will spend approximately $200 to $500 annually on maintenance and support contracts for your Computer System, which includes upgrades (if any). (Franchise Agreement, Section 7.8).

3. The Business Platform is a component of our integrated business management system, which includes our customized software platform, our Call Center, and other integrated technologies, which facilitate the flow of business related information between you, us, and your customers (the "Business Platform"). The Business Platform will be operated by us, a third-party provider we designate, or a combination of both. (Franchise Agreement, Section 7.8.1).

4. We require all of your appointments to be scheduled, processed, reviewed and delivered through the Business Platform. The Call Center will disperse all appointments to you and our other franchisees. You are also permitted to take on accounts if you generate leads on your own, but you must report all information to the Business Platform before performing any accounts that you or your employees generate in accordance with the terms of the Franchise Agreement. The Call Center receives customer service requests (via our website, telephone or email) and forwards the service request to the appropriate franchisee in whose territory the customer is located. The Call Center will schedule appointments, and maintain a client database. (Franchise Agreement, Section 1.6.1).

5. We will provide you with email addresses and login credentials for the customized software platform for active MowBot Business Platform users, which we will continue to provide to you as long as you make all required payments and otherwise comply with your obligations under the Franchise Agreement. We reserve the right to modify technology that you must use for the MowBot Business at any time upon providing reasonable notice. We charge a New Customer Fee in connection with the Business Platform needed to operate your MowBot Business. (Franchise Agreement, Section 7.8.1).

6. We may modify the specifications and the components of the Computer System from time to time, and may require you to obtain specified computer hardware and/or software, including a license to use proprietary software developed by us or others, as well as service and support contracts for the hardware and software. The Franchise Agreement does not impose a limit as to the number or cost of such changes to the Computer System. The estimated cost of purchasing the Computer System is approximately $0 – $2,100. We may require that your Computer System be programmed to automatically transmit data and reports about the operation of the MowBot Business to us. (Franchise Agreement, Section 7.8).

7. We have the right to independently access, monitor, and retrieve any data you input or collect electronically, including access to your Computer System or for any other purpose we deem necessary. You must deliver to us all access codes, static internet protocol ("IP") addresses and other information to facilitate our access to the data within 30 days of opening the MowBot Business, and there are no contractual limits upon franchisor's access to a franchisee's computer information. (Franchise Agreement, Section 7.8.5).

8. We are the sole owners of all databases, lists, templates, programs and any other software

components that have been created and/or customized by us using the Business Platform, Computer System and/or Required Software (the "Proprietary Software"). In the future, we may customize the Proprietary Software and create programs that conduct other activities. You are required to obtain the computer hardware that is necessary to implement the Proprietary Software and comply with all of our specifications and standards as provided in the Operations Portal. This Proprietary Software will be our proprietary product and the information collected from it will be our confidential information. (Franchise Agreement, Section 7.8.6).

9. You are required to participate in any System-wide computer network, intranet system, or extranet system that we implement and may be required to use the computer network, intranet system, or extranet system to, among other things: (i) submit your reports due under the Franchise Agreement to us on-line; (ii) view and print portions of the Manuals; (iii) download approved local advertising materials; (iv) communicate with us and other System franchisees; and (v) to complete initial or ongoing training as we designate. You must use the computer network, intranet system or extranet system that strictly complies with the standards, protocols, and restrictions provided in the Operations Portal, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. You will be solely responsible for any licensing and/or maintenance fee(s) associated with any intranet or extranet described above. (Franchise Agreement, Section 7.8.7).

Additional Investment

We have the right to require you to remodel, reequip, and otherwise refurbish your MowBot Business to bring it into conformity with our then-current brand image. (Franchise Agreement, Section 7.17).

Operations Portal

Prior to commencing operation of the Franchised Business, Franchisor will provide Franchisee with secure access to its operations portal, which contains mandatory and suggested specifications, standards and operating procedures for the System, which may be modified and/or supplemented by Franchisor at any time as Franchisor deems advisable in its sole discretion, including Franchisor's proprietary and confidential operations manual for operating a Franchised Business ("Operations Portal"). The Operations Portal may cover such topics as pre-opening procedures, systems and procedures, personnel policies, specifications for vehicles, supplies, equipment and inventory, marketing, accounting and bookkeeping and related matters as may be incorporated from time to time. The Operations Portal will remain confidential and the property of the Franchisor, constituting a trade secret of Franchisor, and may not be, shared, loaned out, duplicated, distributed or copied in whole or in part in any manner. The provisions of the Operations Portal constitute provisions of this Agreement as if fully set forth herein. Franchisor will have the right to add to and otherwise modify the contents of the Operations Portal from time to time in writing in any manner, including through the Operations Portal, email, Franchisor's website, or any other means. Franchisee must always follow the directives in the Operations Portal, as they may be modified by Franchisor from time to time. Such compliance by Franchisee is necessary to protect the integrity and reputation of the System.

~~10.~~

~~B.~~D. Training

You (or your operating principal if you are an entity) must attend and successfully complete our Initial Training Program to our satisfaction prior to commencing operations of your MowBot Business, and commence operating within 180 days of signing the Franchise Agreement. We will provide you and up to one additional representative you designate with the Initial Training Program tuition-free. We encourage

you to bring all relevant employees that will be operating in your business to the Initial Training Program, Mowbot may charge a nominal fee to cover food and materials for additional participants. The Initial Training Program, as provided below, includes up to five (5) days of training at our Home Office or training facility in –,Durham, North Carolina (or other facility that we designate). If the franchisee is a business entity, each franchise owner must attend and successfully complete the Initial Training Program. The primary materials used in connection with the Initial Training Program are contained in our Operations Portal, and we reserve the right to supplement and modify any training materials as we deem necessary in our sole discretion. (Franchise Agreement, Section 8.1).

We may offer up to threefive (35) additional days of training online or at your location within the first three months of opening your Mowbot business.

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INITIAL TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Business Platform	4 Hours	0 Hours	Our Home Office in Durham, NC, or other facility we designate
Sales and Marketing	8 Hours	0 Hours	Our Home Office in Durham, NC, or other facility we designate ~~Home Office in Durham, NC~~
Operations	18 Hours	2 Hours	Our Home Office in Durham, NC, or other facility we designate ~~Home Office in Durham, NC~~
Business Office	4 Hours	0 Hours	Our Home Office in Durham, NC, or other facility we designate ~~Home Office in Durham, NC~~
Customer Experience	4 Hours	0 Hours	Our Home Office in Durham, NC, or other facility we designate ~~Home Office in Durham, NC~~
TOTALS	**38 Hours**	**2 Hours**	**40 HOURS TOTAL**

The subjects taught and the time periods allocated for each subject may vary based on the experience of the people being trained. We currently offer training classes as needed, and we plan to offer the Initial Training Program approximately six (6) times a year, approximately eight (8) weeks apart.

You are responsible for any travel and living expenses that you and your employees (if applicable) incur in connection with any training that we offer, including any applicable employee wages incurred during training. You will be responsible for paying our then-current tuition fee, currently $1,000 for the Initial Training Program for: (i) any individuals other than you and the one additional representative of your MowBot Business that may attend the program tuition-fee; and (ii) any replacement personnel that we may require attend our Initial Training Program. ~~In addition to these costs and expenses, you will be responsible for paying our then current tuition fee for the Initial Training Program for: (i) any individuals other than you and the one additional representative of your MowBot Business that may attend the program tuition free; and (ii) any replacement personnel that we may require attend our Initial Training Program.~~ (Franchise Agreement, Section 8.1).

We may also offer additional or refresher training and continuing education from time to time. Some of the additional/refresher training and/or continuing education may be mandatory and some may be optional. These courses may be conducted at our Home Office in Durham, North Carolina or at any other location that we designate. We may charge you and any others who attend this training or continuing education courses our then-current tuition fee for this type of training/education. You are all responsible for all personal expenses in connection with all training programs, including costs and expenses for transportation, lodging, meals, wages and employee benefits. (Franchise Agreement, Section 8.2).

Our training managers and their years of experience within the industry and with MowBot are listed below,

but we reserve the right to substitute instructors and use an ~~various of our and our~~ Affiliate's personnel, as well as existing franchisees, to provide instruction. Our training managers may utilize other employees to assist them with all aspects of training. Failure to complete initial training to our satisfaction within the applicable time period may result in termination of the Franchise Agreement. (Franchise Agreement, Section 8.1).

INSTRUCTOR	SUBJECTS TAUGHT	YEARS OF EXPERIENCE IN THE INDUSTRY	YEARS OF EXPERIENCE WITH FRANCHISOR OR ~~THE~~ AN AFFILIATE
Tony Hopp	General Management, Sales and Marketing, Business Development, Business Strategy, Estimating, Legal Issues, Field Services, Business Office, Customer Experience, Business Platform	11 ~~0~~	~~2~~3
Monique Kunkle	Sales and Marketing, Business Development, Business Strategy, Field Services, Business Office, Customer Experience Business Platform	~~2~~3	~~2~~3
Manufacturer Representative	Product Selection, Equipment Maintenance & Trouble Shooting, Product Installation		~~2~~3

We will train any additional or replacement personnel, subject to the availability of our personnel, at our corporate headquarters, or any other location we may select. We reserve the right to charge our then-current training tuition fee, which is presently $1,000 per week. (Franchise Agreement, Section 8.1). You may only use the training materials we provide you with to train your other employees. We will provide updated training materials to you as we develop them. All training materials we provide you with will remain our property, and you agree not to challenge our or our affiliates' title or rights in or to the training materials. You may not make any disclosure, duplication, or other unauthorized use of any portion of the training materials. (Franchise Agreement, Section 8.1.5).

~~C. Site Selection Assistance~~

~~1. We require that you find an approved location which meets our standards and specifications, which could be your home or an approved office/warehouse location. We may (but are under no obligation to): (i) provide you with standards and/or guidelines for your approved location; and/or (ii) otherwise assist you in locating a suitable location to operate your MowBot Business. (Franchise Agreement, Section 1.3). Franchisor does not typically own premises which would then be leased to a franchisee.~~

~~2. We estimate that it will take between 90 and 120 days for you to commence operations of your MowBot Business and complete our Initial Training Program and otherwise comply with all of your other pre-opening obligations under your Franchise Agreement. The actual length of this period will depend upon factors such as whether you can acquire acceptable financing arrangements, our training schedules, and time necessary to obtain zoning permits, licenses, and variances in your area. You must successfully comply and complete all of your pre-opening obligations and open your MowBot Business within 180 days of executing your Franchise Agreement or we may terminate your Franchise Agreement upon notice to you. (Franchise Agreement, Section 7.3).~~

~~D. Post-Opening Obligations~~

~~After you open your MowBot Business, we will provide you with the following assistance:~~

1. We may schedule, and require you, your Designated Manager (if applicable), estimators, installers, and other employees to attend, additional or remedial training courses. We may charge you our then-current tuition fee for you and any other persons that attend such additional or refresher training, and you will be solely responsible for any and all expenses associated with such training (including travel, lodging, meals, and employee wages incurred). We will provide this training to you and your employees at our corporate headquarters or other training facility we designate. (Franchise Agreement, Section 8.2).

2. We may also provide you with remedial training if we determine, in our sole discretion after conducting an audit or inspection of your MowBot Business, that you are not complying with our System standards and specifications. The purpose of remedial training is to get you back on track and in compliance with our standards and specifications. (Franchise Agreement, Section 8.2).

3. Upon your request, or as we deem necessary in our sole discretion, we may provide on-site training or consultation at the location of your MowBot Business, subject to the availability of our personnel.

4. We may, as we deem necessary in our sole discretion, modify and update the System and Operations Portal, including any standards and specifications, and provide you with updated lists of: (i) Approved Products and Services; (ii) Approved Suppliers; and (iii) items you must purchase in accordance with our System standards and specifications (i.e., equipment, fixtures, inventory, and supplies). (Franchise Agreement, Section 6.1)

5. We may establish and administer our Business Platform, including Telematics/GPS, as we deem advisable to manage prospective and existing MowBot customers and route/assign work orders/inquiries as we deem necessary in our sole discretion. (Franchise Agreement, Sections 6.6 and 7.8).

6. We will administer and maintain our Brand Fund as described in further detail below. (Franchise Agreement, Section 12.3).

7. You may only offer for sale all products and services which we prescribe, and only those products and services. You must offer, use and sell all private label products that we may now, or in the future, designate for sale by System franchises. (Franchise Agreement, Section 7.5).

8. We will review any alternate supplier or non-approved item you propose for use in connection with the MowBot Business, and subsequently approve or deny these proposals as disclosed more fully in Item 8 of this disclosure document. (Franchise Agreement, Section 7.4).

9. We may conduct periodic inspections and/or audits of your MowBot Business and/or financial records, as we deem advisable in our sole discretion. (Franchise Agreement, Sections 7.7 and 11.1).

10. We may provide periodic advice and guidance regarding the ongoing operation of your MowBot Business and/or the use of the Proprietary Marks and System in general, as we deem necessary or advisable in our sole discretion. Our advice and assistance may be provided through meetings, printed materials and/or other media that we may make available to you in the System from time to time, or otherwise by telephone, e-mail or other manner of communication. In certain circumstances, we reserve the right to charge our then-current Tuition Fee in connection with providing such assistance and/or be reimbursed for our reasonable expenses in providing any on-site assistance. (Franchise Agreement, Section 6.3).

E. Advertising and Marketing.

~~Brand Fund~~

~~We have established a creative Brand Fund (the "Brand Fund") for the common benefit of the System. You are currently required to participate in and contribute 3% of your MowBot Business' Gross Sales to the Brand Fund (the "Brand Fund") (Franchise Agreement, Section 12.3).~~

~~We have the right to use contributions to the Brand Fund, in our sole discretion, to develop, produce, and distribute national, regional and/or local marketing materials and to create advertising materials and public relations materials which promote, in our sole judgment, the services offered by System franchisees. (Franchise Agreement, Section 12.3). We may use the Brand Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including the cost of preparing and producing Internet, television, radio, magazine, and newspaper advertising campaigns; the cost of direct mail and outdoor billboard advertising; the cost of soliciting National Accounts; the cost of public relations activities and advertising agencies; the cost of developing and maintaining an Internet website; personnel and other departmental costs for advertising that we internally administer or prepare; and building partnerships with national and regional brands. Not all System franchisees will benefit directly or on a pro rata basis from such expenditures. (Franchise Agreement, Section 12.3). While we do not anticipate that any part of the Brand Fund will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Brand Fund for public relations or recognition of our brand, for the creation and maintenance of a web site, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available." (Franchise Agreement, Section 12.3).~~

~~If we do not spend all contributions to the Brand Fund by the end of each fiscal year, the funds will be carried forward into the next fiscal year. You must contribute to the Brand Fund regardless of amounts due from other System franchisees.~~

~~We will prepare on an annual basis, and will have available for you within 120 days of the end of the fiscal year, an unaudited statement of contributions and expenditures for the Fund. Upon your written request, we will provide you with the statement. There is no requirement that the Brand Fund be audited. (Franchise Agreement, Section 12.3).~~

~~We have the right to incorporate the Fund as a separate business entity. The Brand Fund is not a trust or our asset and we are not a fiduciary to you with respect to, or a trustee of, the Brand Fund or the monies therein, and we assume no obligation or liability to you with respect to the maintenance, direction or administration of the Brand Fund. (Franchise Agreement, Section 12.3).~~

~~We may periodically assist franchises to maintain high quality standards through customer surveys, customer interviews, and other similar initiatives ("Surveys"). The cost of such programs will be borne by the Brand Fund. The cost of these programs may be charged directly to you if your results from a Survey fall below System-established minimum standards for such Surveys, which will be determined at the time we conduct a Survey. (Franchise Agreement, Section 12.3).~~

~~We have the sole right to determine how to spend contributions to the Brand Fund, or any funds from any other advertising program, and the sole authority to determine the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend such funds in the general best interests of the System on a national or regional basis. We are not required, under the Franchise Agreement, to spend any amount on advertising in your Territory. Not all System franchisees will benefit directly or on a pro rata basis from our expenditures. Franchise Agreement, Section 12.3).~~

We have the right to reimbursement from the Brand Fund for reasonable costs and overhead, if any, as we may incur in activities which are reasonably related to directing and implementing the Brand Fund. (Franchise Agreement, Section 12.3).

Company or affiliate-owned MowBot Businesses may contribute to the Brand Fund, but they are not required to do so. (Franchise Agreement, Section 12.3).

We reserve the right to suspend or terminate the Brand Fund at any time and any surplus funds may only be used for marketing and advertising purposes until fully expended. (Franchise Agreement, Section 12.3).

Advisory Council

We intend to form an advisory council for the purpose of exchanging ideas and problem-solving methods, advising us on expenditures for System-wide advertising, and coordinating franchisee efforts (an "Advisory Council"). Once formed, in the event you are elected and accept, you must participate actively in the Advisory Council and participate in all Advisory Council meetings as we require. We reserve the right to prepare and amend the governing documents for the Advisory Council from time to time as we deem necessary, and we will determine the topic areas to be considered by the Advisory Council. The Advisory Council shall act in an advisory capacity only, and we shall have the right to form, change, or dissolve an Advisory Council at any time, as we deem necessary in our sole discretion. (Franchise Agreement, Section 12.6)

Local Advertising

In addition to the Brand Fund, we require you to actively promote and advertise your Franchised Business within your Territory. We currently require you to expend 3% of your Gross Revenue on local advertising and promotional programs or materials that we approve within your Territory (the "Local Advertising Requirement"). You must submit to us upon request, a report detailing your local advertising expenditures. We also have the right to review your books and records to determine these expenditures. We must approve all advertising and promotional materials prior to your use or distribution. We require that you submit the materials you wish to use to us for our prior written approval at least 30 days prior to your intended use or publication. We will use commercially reasonable efforts to notify you of our approval or disapproval of your proposed materials within 15 days of the date we receive the proposed materials from you. If you do not receive our written approval during that time period, the proposed materials shall be deemed disapproved. Once approved, you may use the materials unless we withdraw or revoke our approval, which we may do at any time with written notice. All advertising must prominently display the Proprietary Marks and must comply with any standards we establish as specified in the Operations Portal or in any other writing. We may require you to discontinue using any advertising or marketing material within a specified time frame, and at your own cost and expense. (Franchise Agreement, Section 12.5).

Regional Advertising and Promotional Cooperative

We reserve the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Franchised Business.

F. Website and Internet Presence

You must have and maintain adequate hardware and software in order to access the Internet at the bit speed

we require from time to time. We have the right, but not the obligation, to establish and maintain a website that provides information about the System and the products and services offered by MowBot franchises. If we exercise our right to create such a website, we will have sole discretion and control over it. We also have the right, but not the obligation, to create interior pages on our website(s) that contain information about your MowBot Business and other MowBot locations. If we do create such a page, we may require you to prepare all or a portion of the page for the MowBot Business, at your sole expense, and may require you to use a template that we provide. (Franchise Agreement, Sections 12.2, 12.2.1 and 12.2.2).

You are prohibited from establishing or maintaining a separate website, or otherwise maintaining a splash page or other presence on the Internet through any social networking site in connection with the operation of your MowBot Business, including without limitation, Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, Snapchat, or any other social media and/or networking site that uses any variation of the Proprietary Marks or references the System. (Franchise Agreement, Section 12.2.3).

We have the right to modify our policies regarding both our and your use of Internet websites as we deem necessary or appropriate for the best interests of the System. (Franchise Agreement, Section 12.2). We are currently the sole registrant of the domain name www.mowbot.com and we will be the sole registrant of any other domain names we decide to register in connection with the System in the future. You are prohibited from registering any domain name that contains words used in, or similar to, any trademark or service mark owned or used by us or our affiliate, or any colorable variation thereof (including any abbreviation, acronym, phonetic variation or visual variation). (Franchise Agreement, Section 12.2.5).

G. Computer Hardware and Software

We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (a) a compatible computer system that complies with our standards and specifications and is capable of operating financial and other business software; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; and (d) Internet access mode and bandwidth (collectively, the "Computer System"). (Franchise Agreement, Section 7.8).

Presently, you are required to purchase the Technology Systems Package, which includes the computer hardware that meets our Computer System standards and specifications. We also have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs that you must use in connection with any component of the Computer System, including our Business Platform software (collectively, the "Required Software"), which you must license from us; (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install at your expense; (c) the tangible media upon which you record data; and (d) the database file structure of the Computer System. At our request, you must purchase or lease, and thereafter maintain, the hardware necessary to support Required Software. You agree, at your own expense, to keep your Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to your Computer System or Required Software as we direct from time to time in writing. We estimate that you will spend approximately $200 to $500 annually on maintenance and support contracts for your Computer System, which includes upgrades (if any). (Franchise Agreement, Section 7.8).

The Business Platform is a component of our integrated business management system, which includes our customized software platform, our Call Center, and other integrated technologies, which facilitate the flow of business related information between you, us, and your customers (the "Business Platform"). The Business Platform will be operated by us, a third party provider we designate, or a combination of both. (Franchise Agreement, Section 7.8.1).

We require all of your appointments to be scheduled, processed, reviewed and delivered through the Business Platform. The Call Center will disperse all appointments to you and our other franchisees. You are also permitted to take on accounts if you generate leads on your own, but you must report all information to the Business Platform before performing any accounts that you or your employees generate in accordance with the terms of the Franchise Agreement. The Call Center receives customer service requests (via our website, telephone or email) and forwards the service request to the appropriate franchisee in whose territory the customer is located. The Call Center will schedule appointments, and maintain a client database. (Franchise Agreement, Section 1.6.1).

We will provide you with email addresses and login credentials for the customized software platform for active MowBot Business Platform users, which we will continue to provide to you as long as you make all required payments and otherwise comply with your obligations under the Franchise Agreement. We reserve the right to modify technology that you must use for the MowBot Business at any time upon providing reasonable notice. We charge a New Customer Fee in connection with the Business Platform needed to operate your MowBot Business. (Franchise Agreement, Section 7.8.1).

We may modify the specifications and the components of the Computer System from time to time, and may require you to obtain specified computer hardware and/or software, including a license to use proprietary software developed by us or others, as well as service and support contracts for the hardware and software. The Franchise Agreement does not impose a limit as to the number or cost of such changes to the Computer System. The estimated cost of purchasing the Computer System is approximately $0 – $2,100. We may require that your Computer System be programmed to automatically transmit data and reports about the operation of the MowBot Business to us. (Franchise Agreement, Section 7.8).

We have the right to independently access, monitor, and retrieve any data you input or collect electronically, including access to your Computer System or for any other purpose we deem necessary. You must deliver to us all access codes, static internet protocol ("IP") addresses and other information to facilitate our access to the data within 30 days of opening the MowBot Business, and there are no contractual limits upon franchisor's access to a franchisee's computer information. (Franchise Agreement, Section 7.8.5).

We are the sole owners of all databases, lists, templates, programs and any other software components that have been created and/or customized by us using the Business Platform, Computer System and/or Required Software (the "Proprietary Software"). In the future, we may customize the Proprietary Software and create programs that conduct other activities. You are required to obtain the computer hardware that is necessary to implement the Proprietary Software and comply with all of our specifications and standards as provided in the Operations Portal. This Proprietary Software will be our proprietary product and the information collected from it will be our confidential information. (Franchise Agreement, Section 7.8.6).

You are required to participate in any System-wide computer network, intranet system, or extranet system that we implement and may be required to use the computer network, intranet system, or extranet system to, among other things: (i) submit your reports due under the Franchise Agreement to us on-line; (ii) view and print portions of the Manuals; (iii) download approved local advertising materials; (iv) communicate with us and other System franchisees; and (v) to complete initial or ongoing training as we designate. You must use the computer network, intranet system or extranet system that strictly complies with the standards, protocols, and restrictions provided in the Operations Portal, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. You will be solely responsible for any licensing and/or maintenance fee(s) associated with any intranet or extranet described above. (Franchise Agreement, Section 7.8.7).

~~H. Additional Investment~~

~~We have the right to require you to remodel, reequip, and otherwise refurbish your MowBot Business to bring it into conformity with our then-current brand image. (Franchise Agreement, Section 7.17).~~

ITEM 12
TERRITORY

Approved Location

You must operate your MowBot Business from an Approved Location. We must consent to the site before you sign a lease or otherwise acquire the location. In determining whether to consent to the proposed site for your Approved Location, we will consider a variety of factors, including proximity to major roads and highways. If your lease expires or you otherwise desire to move the Approved Location, you may do so after receiving our prior consent to the proposed new location. You may not relocate your MowBot Business without our written consent, which we will not unreasonably withhold provided that the new location meets our then-current criteria for an Approved Location.

Territory

You must operate your MowBot Business within a non-exclusive Territory. The Territory will be determined by MowBot and defined by zip codes. We make a good faith determination of the size and dimensions of the Territory. Your Territory will consist of a population of up to 50,000 people, or 15,000 owner occupied households. The demographics of a Territory may fluctuate over time. Before signing your Franchise Agreement, we and you will agree to your specific Territory. We make no representation regarding the viability of your specific Territory, and it is incumbent upon you to independently review the demographics of your Territory. You may provide the Approved Products and Services to customers anywhere within the Territory.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You agree to advertise and solicit business for the authorized services within the Territory only. There are also specific guidelines for internet use. You further agree that you will accept and perform accounts that are within the Territory. You are allowed to accept business from customers in non-assigned Territories. You may offer to purchase non-assigned Territories from Mowbot, subject to the normal approval process. If a Territory is sold to others and you have accounts in that Territory, those accounts may be transferred to the new franchisee without any compensation to you. If you accept and perform an account located in another franchisee's Territory, we may confiscate the account, you shall forfeit all amounts collected under the contract, and be fined for each occurrence, or we may elect to terminate this Agreement.

Neither MowBot nor any affiliate has established or has any present intention to establish other franchises or company-owned outlets selling or leasing similar products or services under a different trade name or trademark. However, MowBot retains all rights with respect to MowBot Businesses, the Marks, the sale of similar or dissimilar products and services, including: (1) the right to develop, sell, manufacture or distribute any type of product or service identified by or associated with the Marks in any channel of distribution, including sales to outlets which may operate in proximity to the business; and (2) the right to develop, sell, manufacture or distribute any type of product or service identified by trademarks or service marks other than the Marks in any channel of distribution.

You may service as many customers as you desire within the Territory. You may purchase additional Territories, although you are not granted a right of first refusal to do so. If you wish to be considered for the acquisition of ~~an~~ additional territories, MowBot reserves the right to require you to show that you are developing your current territory(ies) and that you are in good standing with MowBot. Upon meeting these requirements, you will be considered for approval to acquire the additional territories under the then-current terms and we may require you to sign all new then-current Franchise Agreements.

Rights Reserved by Us

We and our affiliate(s) also reserve the exclusive right to: (i) establish and operate, and license third parties the right to establish and operate, other MowBot Businesses using the Proprietary Marks and System at any location inside and outside of the Territory; (ii) acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products that are similar to those provided by your MowBot Business, within or outside your Territory; (iii) open and operate, or license third parties the right to open or operate, businesses that offer products and services similar to the MowBot Business under marks other than the Proprietary Marks at any location within or outside the Territory; (iv) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to engage in any other activities not expressly prohibited under your Franchise Agreement; and (v) service, route, and/or assign any and all customer work orders and inquiries (within or outside the Territory) received through our Business Platform and/or Call Center to other MowBot Businesses in accordance with the Franchise Agreement.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Alternate Channels of Distribution

We, our affiliate(s), or third parties may distribute our and our affiliates' products and services in your Territory, including those already developed and those yet to be developed, through alternate channels of distribution that we may choose. These alternate channels of distribution will include, but are not limited to, the sale and distribution of the products and services via the Internet and through joint marketing with partner companies under terms and conditions that we deem appropriate. This does not give you the right to: (i) to distribute such products or services; or (ii) to share in any of the proceeds that a party received through these alternate channels.

Call Center and Servicing Customers Within Your Territory

Under the Franchise Agreement, you must use the dedicated phone number we provide to you and ensure that all initial calls made to your MowBot Business are forwarded to our System-wide Call Center, which is part of our Business Platform. Once a customer's call is routed to the Call Center and we have set up an assignment, we will route that customer's work to you if the customer's location (where the work will be performed) is within your Territory, unless: (i) you do not respond to the work assigned to you within a time period we deem appropriate under the circumstances; or (ii) you are not able to perform the required

services for the customer within a time period we deem appropriate in our sole discretion; or

(iii) the work is of such a large scope and/or commercial nature that we determine, in our sole discretion, that your MowBot Business is not capable of performing the work requested in accordance with our System standards and specification and/or the prevailing standard of care in the industry for the type of work requested (in which case we may route the work to you and additional franchisees, or other franchisees, or an affiliate, for completion); or (iv) the work is mistakenly routed to another franchisee or affiliate-owned business due to either the customer providing incorrect information to our Call Center representative or an inadvertent error on the part of the Call Center representative when taking the information from the customer; or (v) you are not operating the MowBot Business in compliance with

the Franchise Agreement.

It is important for us to have the right to route customers from our Call Center as described in this Item so that we can protect the integrity and goodwill of our System, and also account for inadvertent mistakes by our customers and our Call Center. You do not have any right to share in the Gross Revenue generated from customers that are serviced within your Territory unless your MowBot Business is assigned and subsequently services that customer.

ITEM 13
TRADEMARKS

You will have the limited right to use the following Proprietary Mark that is owned by us and registered with the United States Patent and Trademark Office ("USPTO"), as well as any other Proprietary Marks we may now or in the future designate in connection with the System, provided you use these marks in accordance with our System standards and specifications:

MARK	REGISTRATION NO.	REGISTRATION DATE	REGISTER
MOWBOT	5,520,970	07/17/2018	Principal

All required affidavits relating to the Proprietary Marks have been filed. There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court; no pending interference, opposition or cancellation proceedings; nor any pending material litigation involving any the Proprietary Marks. Currently, there is no litigation pending or otherwise that limits our ability to use or license the Marks to you or any other franchisee. There are no other agreements that will affect our right to use, and license you to use, the Proprietary Marks in any manner material to the System and franchises offered in this disclosure document. There are no known prior rights or infringing uses of that could materially affect the use of our principal trademark.

Your right to use the Proprietary Marks granted under the Franchise Agreement is non-exclusive, and we retain the right, among others: (i) to use the Proprietary Marks for selling products and services; (ii) to grant others licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and (iii) to develop and establish other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you.

All your usage of the marks and any goodwill you establish will be for our exclusive benefit and you retain no rights in the Proprietary Marks on the termination or expiration of the Franchise Agreement. You may not use the Proprietary Marks as a part of any corporate or trade name or as part of a domain name, or an electronic address, nor may you use any trade name, trademark, service mark, emblem or logo other than the Proprietary Marks, as we may designate. You must prominently display the Proprietary Marks on the items we designate, including signs and packaging materials. You must obtain fictitious or assumed name registrations we require or under applicable law. You must identify yourself as the owner of the MowBot Business by placing your name on the MowBot Business and on all checks, invoices, receipts, contracts and other documents that bear any of the Proprietary Marks, and on all printed materials your name must be followed by the phrase "a MowBot franchisee" or any other phrase as we direct. Upon termination or expiration of the Franchise Agreement, you are required to de-identify your MowBot Business, removing all of our trademarks, logos or other proprietary items that we specify.

You must immediately notify us of any information that you acquire concerning any use by others of names

or marks which are the same, or confusingly or deceptively similar to any of the Proprietary Marks. At our request, you must assist us to protect and maintain our interest in the Proprietary Marks, and we will pay or reimburse your reasonable costs incurred in rendering such assistance, unless we are required to take action to protect our interests because of your wrongful acts or those of any person under your control.

We are not obligated to protect you from the right to continued use of the Proprietary Marks. Although our right to pursue any third-party infringers of our Proprietary Marks is optional, as a company policy, we may elect to aggressively protect our rights under the Proprietary Marks. If at any time we consider it to be advisable (in our sole discretion) for us and/or you to modify or discontinue the use of any Proprietary Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice from us and at your expense. We are not obligated to reimburse you for the costs you incur in complying with our directions or the loss of revenue or expenses caused by any modification or discontinuance of a Proprietary Mark. We are not required to protect you against third party claims of trademark infringement or unfair competition, however we reserve the right to assist in the defense of such matters.

You must immediately notify us of any apparent infringement or challenge to your use of any Proprietary Mark, or any claim by any person of any rights in any Proprietary Mark. You agree not to communicate with any person other than us, our attorneys of choice and your attorneys in connection with any such claim or challenge. If we choose to take over or control the defense of any claim, or challenge the cost of such defense will be paid by us, provided that if any claim or challenge is caused by your wrongful acts, we may request that you indemnify us for any claims or damages we incur. This includes paying all of our attorneys, experts or other professional fees we may incur to defend any claim or challenge resulting from any of your wrongful acts. In limited instances, if we takeover any claim or challenge, we may reimburse you for the reasonable expenses you incur in connection with cooperating with us, as we deem necessary in our sole discretion.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We claim common law copyright and trade secret protection for several aspects of the System including, without limitation, our Operations Portal, training materials, advertising, and business materials. We do not own any registered patents.

There are no current determinations, proceedings or litigation involving any of our copyrighted materials. Should you become aware that any unauthorized third party is using any of our patented and/or copyrighted materials, we request that you notify us of such unauthorized use. We may revise our System and any of our copyrighted materials ~~in~~ at our discretion, and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing or other business materials.

During the term of the Franchise Agreement, you will receive information that we consider trade secrets and confidential information. You may not, during the term of the Franchise Agreement or any time after that, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any of these trade secrets, copyrighted materials, methods and other techniques and know-how concerning the operation of the MowBot Business (the "Confidential Information"). You may divulge such Confidential Information only to your employees who must have access to it in order to perform their employment obligations.

You must require your managers and other key employees to sign our then-current form of Confidentiality

and Restrictive Covenant Agreement, where these individuals agree that they will maintain the confidentiality of information they receive in connection with their employment and restrict their right to work for a competitor while they are employed by you. This agreement will identify us as a third-party beneficiary to the agreement and will give us independent enforcement rights.

The Franchise Agreement provides that if you, your employees, or principals develop any new concept, process or improvement in the operation or promotion of any MowBot Business, you will promptly notify us and provide us with all necessary related information, without compensation. Any new concept, process or improvement will become our sole property and we will be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related to such new concepts. You and your principals will assign to us any rights you may have or acquire in new concepts you or your employees develop, including the right to modify such concept, process or improvement, and otherwise will waive and/or release all rights of restraint and moral rights to any new concepts you or your employees develop. You and your principals agree to assist us in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights. You and your principals will irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that these provisions in the Franchise Agreement are found to be invalid or otherwise unenforceable, you and your principals will grant to us a worldwide, perpetual, non-exclusive, fully paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent the Franchise Agreement, directly or indirectly infringe on your rights to the new concepts.

We may revise any of our copyrighted materials at our discretion, and may require that you cease using any outdated item or portion of the Manuals.

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

You (or your principals) must devote his or her personal full-time attention, skill and best efforts to the management and operation of the MowBot Business and to promote and increase the demand for our products and services within the Territory. You (or your principals) agree not to own, maintain, engage in, be employed by or have any interest in any other business other than the MowBot Business. You agree that you may not, without our prior written consent, engage in any commercial activity that: (i) is not performed for the sole and direct benefit of the MowBot Business; (ii) may benefit or promote any other business; and (iii) may be injurious to the MowBot Business or the goodwill associated with the Proprietary Marks and System. Your (or your principals') violation of these terms will be a material breach of the Franchise Agreement, and we may terminate the Franchise Agreement with notice and without an opportunity to cure.

You must require your managers and other key employees to sign our then-current form of Confidentiality and Restrictive Covenant Agreement, where these individuals agree that they will maintain the confidentiality of information they receive in connection with their employment and restrict their right to work for a competitor while they are employed by you. This agreement will identify us as a third-party beneficiary to the agreement and will give us independent enforcement rights.

~~(iii)~~

Upon your written request, we may permit you to employ a manager to manage the day-to-day operations of the MowBot Business (the "Designated Manager"), provided the Designated Manager: (i) is approved by us in writing prior to hiring; and (ii) successfully completes our Initial Training Program before assuming

any managerial responsibility. The Designated Manager is not required to possess any designated amount of equity interest in the franchised business. The MowBot Business must, at all times, be staffed with at least one individual who has successfully completed the Initial Training Program. In the event that a Designated Manager resigns or is otherwise terminated, the replacement must be trained pursuant to our then-current standards. The new Designated Manager must successfully complete training within 60 days of hiring.

Franchisee's spouse and all partners in a limited partnership, shareholders in a corporate franchisee, or members of a limited liability company, as well as all general partners and managing members, and their spouses must sign a guaranty of performance.

It is important to note that we are not your employer and that you will have the right to control all decisions related to recruiting, hiring or firing any personnel, including any managers. Please note that nothing in this Disclosure Document or any agreement you enter into with us will create any type of employer or joint employer relationships between (a) you and/or your personnel, and (b) us.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale all products and services which we prescribe and only those products and services which we prescribe. You may not offer any other products or services for sale without having received our prior written authorization. You must at all times maintain sufficient levels of inventory as specified in the Operations Portal, to adequately satisfy consumer demand. You must offer, use and sell all private label products which we may now or in the future designate for sale by System franchisees.

All products and services you use or offer for sale from your MowBot Business must comply with our standards and specifications. Our standards and specifications are set forth in the Operations Portal, which is revised from time to time. You are responsible for ensuring that your MowBot Business meets these standards at all times. We have the right to inspect your MowBot Business or attend a project site for quality control purposes. We have the right to change our System from time to time.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the ~~Franchise Agreement~~franchise and related agreements~~, pertaining to renewal, termination, transfer and dispute resolution.~~ 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	Franchise Agreement ("FA"): 2.1 Multi-Unit Addendum ("MUA"): Not Applicable	Ten (10) years, which will commence on the date we execute the Franchise Agreement.
b. Renewal or extension of term	FA: 2.2 MUA: Not Applicable	One (1) successive ten (10) year term.
c. Requirements for franchisee to renew or extend	FA: 2.2.1 through 2.2.9 MUA: Not Applicable	You must: (i) provide notice of your renewal no fewer than 12 months and no greater than 18 months prior to the end of the term; (ii) demonstrate to our satisfaction that you have the right to operate the MowBot Business at the Approved Location for the duration of the renewal term or, if you are unable to continue operating at the Approved Location, secure a substitute location that is acceptable to us; (iii) complete to our satisfaction, no later 90 days prior to expiration of your then-current term, all maintenance, refurbishing, renovating, updating and remodeling of the MowBot Business premises, as well as any updated to require hardware and software, as necessary to bring the MowBot Business and all equipment into full compliance with our then-current System standards and specifications for new franchisees; (iv) not be in breach of any

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		provision of the Franchise Agreement, or any other agreement with us, our affiliates, approved/designated suppliers and vendors, and also have been in substantial compliance with these agreements during their respective terms; (v) satisfy all monetary obligations you have to us, our affiliates, and approved or designated suppliers/vendors; (vi) execute our then-current form of franchise agreement, the terms of which may materially vary from the terms of your current Franchise Agreement; (vii) satisfy our then-current training requirements; (viii) execute a general release in favor of us and our affiliates in the form we prescribe; and (ix) pay us a non-refundable renewal fee equal to 10% of our then current initial franchise fee.
d. Termination by franchisee	Not Applicable.	You may terminate the Franchise Agreement and/or the Multi-Unit Addendum under any grounds permitted by state law.
e. Termination by franchisor without cause	Not Applicable.	Not Applicable.
f. Termination by franchisor with cause	FA: 15.1 through 15.4 MUA: 6	We may terminate your agreement upon your default and, in some instances, failure to cure. Termination is effective upon delivery of written notice, except as otherwise provided in the Franchise Agreement. If you do not cure a default of the Multi-Unit Addendum within 30 days from your receipt of our written notice to you, we may, at out option, terminate one or more of the applicable Franchise Agreements immediately upon written notice.
g. "Cause" defined – curable defaults	FA: 15.3 15.4 MUA: 6	The following are curable defaults under the Franchise Agreement, provided you cure the default within 15 days of our notice of: (i) your failure to pay any sums due us, our affiliates or any of our System suppliers/vendors; (ii) your failure to immediately endorse and deliver to us any payments due us from any third party that are erroneously made to you; (iii) your failure to maintain sufficient levels of materials and other supplies; (iv) your failure to maintain the prescribed months, days or hours of operations at the MowBot Business; (v) your failure to personally supervise day-to-day operations or fail to employ a sufficient number of qualified, competent personnel as we prescribe; (vi) you failure to maintain the strict quality controls reasonably required by this Agreement and/or the Manuals; and (vii) your failure to procure or maintain any licenses, certification or permits necessary for the operation of the MowBot Business. Notwithstanding Sections 15.1, 15.2 and 15.3 of the Franchise Agreement, you will have 30 days to cure any other default under the Franchise Agreement, or any other agreement between us and our affiliates, from the date of our notice. A breach of any of the provisions in the Multi-unit Addendum will constitute a material default of all applicable Franchise Agreements.
h. "Cause" defined –	FA: 15.1	The Franchise Agreement will automatically terminate without notice or opportunity to cure upon the occurrence of any of the following: (i) if you make

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
non-curable defaults	15.2	an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the MowBot Business; (ii) if proceeding are commenced to have you adjudicated bankrupt or seek your reorganization under any state or federal bankruptcy or insolvency law and such proceeding are not dismissed within 60 days, or a trustee is appointed for you or the MowBot Business without your consent and the appointment is not vacated within 60 days; or (iii) you lose the right to occupy the premises or operate the MowBot Business from the Approved Location. We have the right to terminate the Franchise Agreement upon notice and without opportunity to cure upon the occurrence of any of the following defaults: (i) you or one of your principal(s) are convicted of, or plead guilty or no contest to, a felony or other offense related to the operation of the MowBot Business or which we believe, in our sole discretion, is likely to have an adverse effect on our Proprietary Marks or the goodwill associated therewith; (ii) you or your principal(s) commit any fraud or misrepresentation in the operation of the MowBot Business, including a misrepresentation (financial or otherwise) made in completing your franchise application; (iii) if you or any of your principals, guarantors or agents engage in activity or conduct that materially impairs the goodwill associated with the System or Proprietary Marks and fails to cease and correct such activities or conducts within twenty-four hours of being notified of this breach; (iv) if you or your principals make any misrepresentation or omission in connection with your franchise application, including but not limited to any financial misrepresentation; (v) if you fail to complete the Initial Training Program in the required time period; (vi) if we send you two or more written notices to cure any of the defaults set forth in Sections 15.3 and 15.4 of the Franchise Agreement in any twelve month period, regardless of whether or not you subsequently cure these defaults; (vii) your material breach under any other agreement with us or our affiliates, or threaten any material breach of these agreements, or any lease for the Approved Location, and fail to cure such breach within the prescribed time period set forth in that agreement; (viii) your or your principals misuse of our Proprietary Marks or Confidential Information in any manner; (ix) your or your principals disclose any contents of the Operations Portal, Confidential Information, and/or Trade Secretes; (x) your violation of any law, ordinance or regulation, as well as your operation of the MowBot Business in a manner that presents a health or safety hazard to customers or the general public; (xi) your violation of the any of the restrictive covenants set forth in the Franchise Agreement; (xii) if a levy or writ of attachment or execution or any other lien is placed against you or any of your principals or any of their assets which are not released or bonded against within 30 days; (xii) insolvency of you or your principals; (xiv) if you voluntarily or otherwise abandon the MowBot Business; (xv) if you make any unauthorized transfers of the MowBot Business; (xvi) if you offer any unauthorized or unapproved products or services at or from the MowBot Business; (xvii) if you

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
	MUA: Not Applicable	order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier; (xviii) you misuse, or make unauthorized use of, any Proprietary Software that we may develop; (xix) your failure to maintain the required insurance or repay us for insurance we paid for you; (xx) if you fail, within 15 calendar days after notification of non-compliance by federal/state/local government authorities, to comply with any law or regulation applicable to the MowBot Business; (xxi) if the government takes any action against you that results in an obligation upon us that we believe is uneconomical, not in our best interest, or which would result in having an unintended relationship or obligation; (xxii) if you fail to comply with any anti-terrorism law or provisions; (xxiii) if you take any assets or property of the MowBot Business for personal use; (xxiv) if there are insufficient funds in your EFT bank account to cover any payment to Franchisor two or more times in any twelve month period; (xxv) if you fail to commence operations within the required time period; (xxvi) if you operate or conduct business outside of the Territory without our consent; and (xxvii) if you or your principals do not provide your best efforts as described in Section 7.10 of the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	FA: 16.1 MUA: Not Applicable	Upon termination or expiration of the Franchise Agreement, your obligations include: (i) immediately cease all operations of the MowBot Business; (ii) immediately pay all amounts owed to us, our affiliates and our major suppliers and vendors; (iii) immediately discontinue using the Proprietary Marks; (iv) immediately cease using the Business Platform and Operations Portal, and within ten days return all proprietary and confidential materials; (v) immediately cease use of all telephone and facsimile numbers, and related listing, as well as any permitted domain names and/or Social Media Pages, that were used in connection with the MowBot Business (collectively, the "Assigned Property") and take all necessary steps to assign the Assigned Property to us or our designee; (vi) immediately vacate the premises of the MowBot Business; (vii) within ten days, return all stationery, printer matter, signs, advertising materials and other items containing our Proprietary Marks; (viii) cease holding yourself or the MowBot Business out as part of our System; (ix) cease all contact with MowBot customers; (x) take all actions necessary to amend or cancel any assumed name, business name or equivalent registration that contains any trade name or Proprietary Mark, and furnish evidence to us that you have complied with this obligation within 15 days; (xi) permit us to make a final inspection of your financial records, books and other accounting records within one (1) month of the termination/expiration of your Franchise Agreement; (xii) comply with your post-term restrictive covenants set forth in Section 17 of the Franchise Agreement; (xiii) cease advertising or using in other any other manner any methods, procedures or techniques associated with us or the System; (xiv) de-identify all vehicles used in connection with the MowBot Business; and (xv) execute from time to time any necessary papers, documents, and assurances to effectuate Section 16 of the Franchise Agreement.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
j. Franchisor's right to transfer	FA: 14.5 MUA: Not Applicable	There are no restrictions on our right to sell, transfer, or assign the Franchise Agreement.
k. "Transfer" by franchisee - defined	FA: 14.1 and 14.4 MUA: Not APplicable	You, or any of your principals', assignment, sale, gift, pledge or other disposition of any interest in the Franchise Agreement or the MowBot Business (whether voluntary or involuntary, direct or indirect).
l. Franchisor approval of transfer by franchisee	FA: 14.1 and 14.4 MUA: Not Applicable	Any transfer requires our prior written consent.
m. Conditions for franchisor approval of transfer	FA: 14.3.2	Our approval of a proposed transfer is conditioned upon the satisfaction of the following conditions, as applicable: (i) all of your accrued monetary obligations to us, our affiliates, suppliers, and vendors have been paid; (ii) you have cured all existing defaults under the Franchise Agreement, and any other agreement with us our affiliates and designated/approved suppliers, within the time period permitted for cure and have substantially complied with these agreements during their respective terms; (iii) you and your principals and the transferee (if it had any prior relationship with us or our affiliates) must execute a general release under seal in favor of us and our affiliates (including our officers, directors, shareholders and employees, in their corporate and individual capacities) in the form we prescribe; (iv) you or the transferee has provided us with a copy of the executed purchase agreement for the MowBot Business, as well as all other documents relevant to the transaction, and we agree to the terms of the agreement; (v) transferee must satisfactorily demonstrate to us, in our sole discretion, that it meets our educational, managerial and business standards to operate the MowBot Business; (vi) transferee must execute our then-current form of franchise agreement, which may contain materially different terms than your Franchise Agreement, and assume a full term as set forth in the then-current form of franchise agreement for new franchisees; or, at our option, entering into an assignment and assumption of the MowBot Business and all rights and obligations thereunder; (vii) you and transferee must pay us our transfer and training fees; (viii) transferee must satisfactorily complete our Initial Training Program at its own expense within the time frame we set forth; (ix) you, your principals and members of their respective immediate families must comply with the post-termination provisions of the Franchise Agreement; (x) transferee must obtain and maintain all permits and licenses required for the operation of the MowBot Business within the time limits we set; (xi) if you are operating from a lease location, the lessor of that location must approve the assignment of the lease to the transferee; (xii) the transfer must comply with any state and federal laws that apply to the transfer; (xiii) you must ensure that all projects in progress at the time of the transfer will be continued without interruption, and the

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
	14.4 MUA: Not Applicable	transferee must promptly notify all current customers of the change in ownership; (xiv) the purchase price and its terms are not overly burdensome; (xv) you must request that we provide the transferee with our current form of disclosure documents; (xvi) our approval of your transfer does not constitute a waiver of any claims we might have against you; (xvii) we may disclose to any prospective transferee financial information concerning you and your MowBot Business which you have supplied to us under the Franchise Agreement; and (xviii) we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise. You do not need to pay a transfer fee if you are an individual and you wish to transfer the Franchise Agreement to a corporation or limited liability company, provided the following conditions are met: (i) the business entity is newly organized and its activities are confined to operating the MowBot Business; (ii) you remain, at all times, the owner of at least 51% of the outstanding shares of the corporation or limited liability company; (iii) the business entity agrees to assume all of your obligations under the Franchise Agreement; (iv) all stockholders of the corporation, or members of the limited liability company, personally guarantee all of the transferee entity's obligations under the Franchise Agreement will be performed; and (v) at our request, you provide all true and correct copies of any documents and contracts governing the rights, obligations, and powers of the owners.
n. Franchisor's right of first refusal to acquire franchisee's business	FA: 14.3.1 MUA: Not Applicable	We have the right to match any bona fide third-party offer to buy your franchise rights, assets or controlling interest that is the subject of a proposed transfer (other than a transfer from an individual franchisee to a business entity as described in Section 14.4 of the Franchise Agreement). We may exercise this right of first refusal within 30 days of the date you provide us with a copy of the third-party offer and any other information that we request. If we do not exercise this option, you must complete the transfer to the third-party within 60 days, subject to the conditions set forth in Section 14.3.2. Otherwise, we will once again have our right of first refusal.
o. Franchisor's option to purchase franchisee's business	FA: 16.2 MUA: Not Applicable	Upon your termination, we may purchase personal property used in connection with the operation of the MowBot Business by: (i) providing you with notice of our election to do so within 60 calendar days of the expiration/termination of your Franchise Agreement; and (ii) pay you the book value for such personal property within 60 days of providing you with this notice.
p. Death or disability of franchisee	FA: 14.2.1	Upon the death, disability, physical or mental incapacity of any person with an interest in the Franchise Agreement, the franchisee, or in all or substantially all of the assets of the MowBot Business, the personal representative of such person shall have the right to continue operation of the MowBot Business if: (i) within 180 days from the death/disability/incapacity, the representative meets our then-current standards to own a MowBot Business, and has obtained our prior written approval and has executed our then-current form of franchise agreement for the unexpired terms of the franchise, or has otherwise furnished

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		a personal guaranty of any business entity franchisee's obligations to us and our affiliates; and (ii) this person successfully completes our then-current Initial Training Program, which will be provided at our then-current training tuition rate. In the case of a transfer by demise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the aforementioned conditions, the personal representative of the deceased franchisee will have a reasonable time, in our sole discretion and not to exceed 180 days from the date or transfer by demise or inheritance, to dispose of the deceased's interest in the MowBot Business subject to all the terms of the Franchise Agreement. If the interest is not disposed of in the manner and time frame provided in the immediately preceding sentence, then we may terminate the Franchise Agreement.
	14.2.2 MUA: Not Applicable	We may, but are not obligated to, operate the MowBot Business during the 180-day period following the death/incapacity/disability, and we may pay ourselves a reasonable amount to reimburse us for providing management services and our other costs.
q. Non-competition covenants during the term of the franchise	FA: 17.1 MUA: 5	During the term of the Franchise Agreement and/or Multi-Unit Addendum, neither you, nor your owners, officers, directors, principals or Designated Managers, nor any member of the their immediate families may directly or indirectly: (a) own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business that, directly or indirectly, by itself or through licensees or franchisees, offers landscaping, or lawn and garden care or maintenance services or any other products and/or services authorized or offered for sale by System franchisees (a "Competitive Business") within the Territory or the Territory of any other System franchisee, provided that Section 17.1.1 of the Franchise Agreement does not apply to: (i) your ownership of a MowBot Business under a Franchise Agreement with us; or (ii) your ownership of a less than five percent (5%) legal or beneficial interest in any publicly traded company providing such services; or (b) Solicit any current, former, or prospective customer solicited by your MowBot Business or any other customer that you become aware of as a result of access to our System and other franchisees for any competitive purpose.
r. Non-competition covenants after the franchise is terminated or expires	FA: 17.2 MUA: Not Applicable	Subject to state law, for a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither you, your owners, officers, directors, or principals, nor any member of the immediate family of you or your owners, officers, directors, principals, or Designated Managers may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: (1) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any Competitive

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		Business (a) within the Territory, (b) within a 25-mile radius of the Territory or (c) within a 25-mile radius of any other Territory franchised or granted by us to a MowBot Business as of the date of expiration/termination of the Franchise Agreement. This covenant does not apply to: (i) your ownership of a MowBot Business under a Franchise Agreement with Franchisor; or (ii) your ownership of a less than five percent (5%) legal or beneficial interest in any publicly traded company providing Competitive Services; or (2) Solicit any current, former, or prospective customer solicited by your MowBot Business or any other customer that you have become aware of as a result of access to our System and other franchisees for any competitive purpose.
s. Modification of the agreement	FA: 22.1 MUA: Not Applicable	The Franchise Agreement may not be modified except by a written agreement that both of us sign.
t. Integration/ merger clause	FA: 22.1 MUA: Not Applicable	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and franchise agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	FA: 18.2 18.3	You must first bring any claim that is between us to the attention of our management. You must first exhaust our internal dispute resolution procedures before you may bring your dispute before a third party. The requirement that you must first attempt to resolve disputes internally will survive the termination or expiration of your term. At our option, any disputes and claims that are not resolved by Internal Dispute Resolution must, at our option, be submitted to mediation. The mediation will take place in Durham County, North Carolina, under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. Once we receive your notice, we will have thirty (30) days to notify you as to whether we or our affiliates elect to exercise the option to submit such claim or dispute to mediation. These mediation provisions are subject to state law. You may not commence any action against us or our affiliates regarding any claim or dispute in any court unless we fail to exercise our option to submit the claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. Our right to mediation, as set forth herein, may be specifically enforced by us. Each party shall bear its own cost of mediation, except that we will share the mediator's fees with you equally. This agreement to mediate will survive any termination or expiration of the

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	18.3.1 MUA: Not Applicable	Franchise Agreement. The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation if such controversy, dispute, or claim relates to an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information; (ii) any claims pertaining to or arising out of any warranty issue; or (iii) any of the restrictive covenants contained in the Franchise Agreement.
v. Choice of forum	FA: 18.4 MUA: Not Applicable	All claims not subject to mediation must only be brought in a competent court of general jurisdiction located in Durham County, North Carolina or, if appropriate, the United States District Court for the Middle District of North Carolina (subject to state law).
w. Choice of law	FA: 18.1 MUA: 8	North Carolina law governs all claims arising out of the Franchise Agreement and Multi-Unit Addendum, without reference to its conflict of laws provisions.(subject to applicable state law)

~~PROVISION~~	~~SECTION IN FRANCHISE AGREEMENT~~	~~SUMMARY~~
~~a. Length of the franchise term~~	~~2.1~~	~~Ten (10) years, which will commence on the date we execute the Franchise Agreement.~~
~~b. Renewal or extension of term~~	~~2.2~~	~~One (1) successive ten (10) year term.~~
~~c. Requirements for franchisee to renew or extend~~	~~2.2.1 through 2.2.9~~	~~You must: (i) provide notice of your renewal no fewer than 12 months and no greater than 18 months prior to the end of the term; (ii) demonstrate to our satisfaction that you have the right to operate the MowBot Business at the Approved Location for the duration of the renewal term or, if you are unable to continue operating at the Approved Location, secure a substitute location that is acceptable to us; (iii) complete to our satisfaction, no later 90 days prior to expiration of your then-current term, all maintenance, refurbishing, renovating, updating and remodeling of the MowBot Business premises, as well as any updated to require hardware and software, as necessary to bring the MowBot Business and all equipment into full compliance with our then-current System standards and specifications for new franchisees; (iv) not be in breach of any provision of the Franchise Agreement, or any other agreement with us, our affiliates, approved/designated suppliers and vendors, and also have been in substantial compliance with these agreements during their respective terms; (v) satisfy all monetary obligations you have to us, our affiliates, and approved or designated suppliers/vendors; (vi) execute our then-current form of franchise agreement, the terms of which may materially vary from the terms of your~~

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		current Franchise Agreement; (vii) satisfy our then-current training requirements; (viii) execute a general release in favor of us and our affiliates in the form we prescribe; and (ix) pay us a non-refundable renewal fee equal to 10% of our then current initial franchise fee.
d. Termination by franchisee	Not Applicable.	Not Applicable.
e. Termination by franchisor without cause	Not Applicable.	Not Applicable.
f. Termination by franchisor with cause	15.1 through 15.4	We may terminate your agreement upon your default and, in some instances, failure to cure. Termination is effective upon delivery of written notice, except as otherwise provided in the Franchise Agreement.
g. "Cause" defined – curable defaults	15.3 15.4	The following are curable defaults under the Franchise Agreement, provided you cure the default within 15 days of our notice of: (i) your failure to pay any sums due us, our affiliates or any of our System suppliers/vendors; (ii) your failure to immediately endorse and deliver to us any payments due us from any third party that are erroneously made to you; (iii) your failure to maintain sufficient levels of materials and other supplies; (iv) your failure to maintain the prescribed months, days or hours of operations at the MowBot Business; (v) your failure to personally supervise day-to-day operations or fail to employ a sufficient number of qualified, competent personnel as we prescribe; (vi) you failure to maintain the strict quality controls reasonably required by this Agreement and/or the Manuals; and (vii) your failure to procure or maintain any licenses, certification or permits necessary for the operation of the MowBot Business. Notwithstanding Sections 15.1, 15.2 and 15.3 of the Franchise Agreement, you will have 30 days to cure any other default under the Franchise Agreement, or any other agreement between us and our affiliates, from the date of our notice.
h. "Cause" defined – non-curable defaults	15.1 15.2	The Franchise Agreement will automatically terminate without notice or opportunity to cure upon the occurrence of any of the following: (i) if you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the MowBot Business; (ii) if proceeding are commenced to have you adjudicated bankrupt or seek your reorganization under any state or federal bankruptcy or insolvency law and such proceeding are not dismissed within 60 days, or a trustee is appointed for you or the MowBot Business without your consent and the appointment is not vacated within 60 days; or (iii) you lose the right to occupy the premises or operate the MowBot Business from the Approved Location. We have the right to terminate the Franchise Agreement upon notice and without opportunity to cure upon the occurrence of any of the following defaults: (i) you or one of your principal(s) are convicted of, or plead guilty or no contest to, a felony or other offense

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		related to the operation of the MowBot Business or which we believe, in our sole discretion, is likely to have an adverse effect on our Proprietary Marks or the goodwill associated therewith; (ii) you or your principal(s) commit any fraud or misrepresentation in the operation of the MowBot Business, including a misrepresentation (financial or otherwise) made in completing your franchise application; (iii) if you or any of your principals, guarantors or agents engage in activity or conduct that materially impairs the goodwill associated with the System or Proprietary Marks and fails to cease and correct such activities or conducts within twenty-four hours of being notified of this breach; (iv) if you or your principals make any misrepresentation or omission in connection with your franchise application, including but not limited to any financial misrepresentation; (v) if you fail to complete the Initial Training Program in the required time period; (vi) if we send you two or more written notices to cure any of the defaults set forth in Sections 15.3 and 15.4 of the Franchise Agreement in any twelve month period, regardless of whether or not you subsequently cure these defaults; (vii) your material breach under any other agreement with us or our affiliates, or threaten any material breach of these agreements, or any lease for the Approved Location, and fail to cure such breach within the prescribed time period set forth in that agreement; (viii) your or your principals misuse of our Proprietary Marks or Confidential Information in any manner; (ix) your or your principals disclose any contents of the Operations Portal, Confidential Information, and/or Trade Secretes; (x) your violation of any law, ordinance or regulation, as well as your operation of the MowBot Business in a manner that presents a health or safety hazard to customers or the general public; (xi) your violation of the any of the restrictive covenants set forth in the Franchise Agreement; (xii) if a levy or writ of attachment or execution or any other lien is placed against you or any of your principals or any of their assets which are not released or bonded against within 30 days; (xii) insolvency of you or your principals; (xiv) if you voluntarily or otherwise abandon the MowBot Business; (xv) if you make any unauthorized transfers of the MowBot Business; (xvi) if you offer any unauthorized or unapproved products or services at or from the MowBot Business; (xvii) if you order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier; (xviii) you misuse, or make unauthorized use of, any Proprietary Software that we may develop; (xix) your failure to maintain the required insurance or repay us for insurance we paid for you; (xx) if you fail, within 15 calendar days after notification of non-compliance by federal/state/local government authorities, to comply with any law or regulation applicable to the MowBot Business; (xxi) if the government takes any action against you that results in an obligation upon us that we believe is uneconomical, not in our best interest, or which would result in having an unintended relationship or obligation; (xxii) if you fail to comply with any anti-terrorism law or provisions; (xxiii) if you take any assets or property of the MowBot Business for personal use; (xxiv) if there are insufficient funds in your EFT bank account to cover any payment to Franchisor two or more times in any twelve month period; (xxv) if you fail to commence operations within the required time period; (xxvi) if you operate or conduct business outside of the

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Territory without our consent; and (xxvii) if you or your principals do not provide your best efforts as described in Section 7.10 of the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	16.1	Upon termination or expiration of the Franchise Agreement, your obligations include: (i) immediately cease all operations of the MowBot Business; (ii) immediately pay all amounts owed to us, our affiliates and our major suppliers and vendors; (iii) immediately discontinue using the Proprietary Marks; (iv) immediately cease using the Business Platform and Operations Portal, and within ten days return all proprietary and confidential materials; (v) immediately cease use of all telephone and facsimile numbers, and related listing, as well as any permitted domain names and/or Social Media Pages, that were used in connection with the MowBot Business (collectively, the "Assigned Property") and take all necessary steps to assign the Assigned Property to us or our designee; (vi) immediately vacate the premises of the MowBot Business; (vii) within ten days, return all stationery, printer matter, signs, advertising materials and other items containing our Proprietary Marks; (viii) cease holding yourself or the MowBot Business out as part of our System; (ix) cease all contact with MowBot customers; (x) take all actions necessary to amend or cancel any assumed name, business name or equivalent registration that contains any trade name or Proprietary Mark, and furnish evidence to us that you have complied with this obligation within 15 days; (xi) permit us to make a final inspection of your financial records, books and other accounting records within one (1) month of the termination/expiration of your Franchise Agreement; (xii) comply with your post-term restrictive covenants set forth in Section 17 of the Franchise Agreement; (xiii) cease advertising or using in other any other manner any methods, procedures or techniques associated with us or the System; (xiv) de-identify all vehicles used in connection with the MowBot Business; and (xv) execute from time to time any necessary papers, documents, and assurances to effectuate Section 16 of the Franchise Agreement.
j. Franchisor's right to transfer	14.5	There are no restrictions on our right to sell, transfer, or assign the Franchise Agreement.
k. "Transfer" by franchisee - defined	14.1 and 14.4	You, or any of your principals', assignment, sale, gift, pledge or other disposition of any interest in the Franchise Agreement or the MowBot Business (whether voluntary or involuntary, direct or indirect).
l. Franchisor approval of transfer by franchisee	14.1 and 14.4	Any transfer requires our prior written consent.
m. Conditions for franchisor approval of transfer	14.3.2	Our approval of a proposed transfer is conditioned upon the satisfaction of the following conditions, as applicable: (i) all of your accrued monetary obligations to us, our affiliates, suppliers, and vendors have been paid; (ii) you have cured all existing defaults under the Franchise Agreement, and any other agreement with us our affiliates and designated/approved suppliers, within the time period permitted for cure and have substantially complied with these agreements during their respective terms; (iii) you and your principals and the

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
	14.4	transferee (if it had any prior relationship with us or our affiliates) must execute a general release under seal in favor of us and our affiliates (including our officers, directors, shareholders and employees, in their corporate and individual capacities) in the form we prescribe; (iv) you or the transferee has provided us with a copy of the executed purchase agreement for the MowBot Business, as well as all other documents relevant to the transaction, and we agree to the terms of the agreement; (v) transferee must satisfactorily demonstrate to us, in our sole discretion, that it meets our educational, managerial and business standards to operate the MowBot Business; (vi) transferee must execute our then-current form of franchise agreement, which may contain materially different terms than your Franchise Agreement, and assume a full term as set forth in the then-current form of franchise agreement for new franchisees; or, at our option, entering into an assignment and assumption of the MowBot Business and all rights and obligations thereunder; (vii) you and transferee must pay us our transfer and training fees; (viii) transferee must satisfactorily complete our Initial Training Program at its own expense within the time frame we set forth; (ix) you, your principals and members of their respective immediate families must comply with the post-termination provisions of the Franchise Agreement; (x) transferee must obtain and maintain all permits and licenses required for the operation of the MowBot Business within the time limits we set; (xi) if you are operating from a lease location, the lessor of that location must approve the assignment of the lease to the transferee; (xii) the transfer must comply with any state and federal laws that apply to the transfer; (xiii) you must ensure that all projects in progress at the time of the transfer will be continued without interruption, and the transferee must promptly notify all current customers of the change in ownership; (xiv) the purchase price and its terms are not overly burdensome; (xv) you must request that we provide the transferee with our current form of disclosure documents; (xvi) our approval of your transfer does not constitute a waiver of any claims we might have against you; (xvii) we may disclose to any prospective transferee financial information concerning you and your MowBot Business which you have supplied to us under the Franchise Agreement; and (xviii) we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise. You do not need to pay a transfer fee if you are an individual and you wish to transfer the Franchise Agreement to a corporation or limited liability company, provided the following conditions are met: (i) the business entity is newly organized and its activities are confined to operating the MowBot Business; (ii) you remain, at all times, the owner of at least 51% of the outstanding shares of the corporation or limited liability company; (iii) the business entity agrees to assume all of your obligations under the Franchise Agreement; (iv) all stockholders of the corporation, or members of the limited liability company, personally guarantee all of the transferee entity's obligations under the Franchise Agreement will be performed; and (v) at our request, you provide all true and correct copies of any documents and contracts governing the rights, obligations, and powers of the owners.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
n. Franchisor's right of first refusal to acquire franchisee's business	14.3.1	We have the right to match any bona fide third-party offer to buy your franchise rights, assets or controlling interest that is the subject of a proposed transfer (other than a transfer from an individual franchisee to a business entity as described in Section 14.4 of the Franchise Agreement). We may exercise this right of first refusal within 30 days of the date you provide us with a copy of the third-party offer and any other information that we request. If we do not exercise this option, you must complete the transfer to the third-party within 60 days, subject to the conditions set forth in Section 14.3.2. Otherwise, we will once again have our right of first refusal.
o. Franchisor's option to purchase franchisee's business	16.2	Upon your termination, we may purchase personal property used in connection with the operation of the MowBot Business by: (i) providing you with notice of our election to do so within 60 calendar days of the expiration/termination of your Franchise Agreement; and (ii) pay you the book value for such personal property within 60 days of providing you with this notice.
p. Death or disability of franchisee	14.2.1	Upon the death, disability, physical or mental incapacity of any person with an interest in the Franchise Agreement, the franchisee, or in all or substantially all of the assets of the MowBot Business, the personal representative of such person shall have the right to continue operation of the MowBot Business if: (i) within 180 days from the death/disability/incapacity, the representative meets our then-current standards to own a MowBot Business, and has obtained our prior written approval and has executed our then-current form of franchise agreement for the unexpired terms of the franchise, or has otherwise furnished a personal guaranty of any business entity franchisee's obligations to us and our affiliates; and (ii) this person successfully completes our then-current Initial Training Program, which will be provided at our then-current training tuition rate. In the case of a transfer by demise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the aforementioned conditions, the personal representative of the deceased franchisee will have a reasonable time, in our sole discretion and not to exceed 180 days from the date or transfer by demise or inheritance, to dispose of the deceased's interest in the MowBot Business subject to all the terms of the Franchise Agreement. If the interest is not disposed of in the manner and time frame provided in the immediately preceding sentence, then we may terminate the Franchise Agreement.
	14.2.2	We may, but are not obligated to, operate the MowBot Business during the 180-day period following the death/incapacity/disability, and we may pay ourselves a reasonable amount to reimburse us for providing management services and our other costs.
q. Non-competition covenants during the term of the franchise	17.1	During the term of the Franchise Agreement, neither you, nor your owners, officers, directors, principals or Designated Managers, nor any member of the their immediate families may directly or indirectly: (a) own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business that, directly or indirectly, by itself or through licensees or franchisees, offers landscaping, or lawn and garden care or maintenance services or any other products and/or services

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		authorized or offered for sale by System franchisees (a "Competitive Business") within the Territory or the Territory of any other System franchisee, provided that Section 17.1.1 of the Franchise Agreement does not apply to: (i) your ownership of a MowBot Business under a Franchise Agreement with us; or (ii) your ownership of a less than five percent (5%) legal or beneficial interest in any publicly traded company providing such services; (b) Employ or seek to employ any person who is at that time employed by us or our affiliates or any other System franchisee, or otherwise directly or indirectly induce or try to induce an employee to leave his or her employment with us our affiliates or other System franchisees; (c) Solicit any current, former, or prospective customer solicited by your MowBot Business or any other customer that you become aware of as a result of access to our System and other franchisees for any competitive purpose.
r. Non-competition covenants after the franchise is terminated or expires	17.2	For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither you, your owners, officers, directors, or principals, nor any member of the immediate family of you or your owners, officers, directors, principals, or Designated Managers may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: (1) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any Competitive Business (a) within the Territory, (b) within a 25-mile radius of the Territory or (c) within a 25-mile radius of any other Territory franchised or granted by us to a MowBot Business as of the date of expiration/termination of the Franchise Agreement. This covenant does not apply to: (i) your ownership of a MowBot Business under a Franchise Agreement with Franchisor; or (ii) your ownership of a less than five percent (5%) legal or beneficial interest in any publicly traded company providing Competitive Services; (2) Employ or seek to employ any person who is at that time employed by us or our affiliates or any other System franchisee, or otherwise directly or indirectly induce or try to induce an employee to leave his or her employment with us our affiliates or other System franchisees; and (3) Solicit any current, former, or prospective customer solicited by your MowBot Business or any other customer that you have become aware of as a result of access to our System and other franchisees for any competitive purpose.
s. Modification of the agreement	22.1	The Franchise Agreement may not be modified except by a written agreement that both of us sign.
t. Integration/ merger clause	22.1	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and franchise agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	18.2	You must first bring any claim that is between us to the attention of our management. You must first exhaust our internal dispute resolution procedures before you may bring your dispute before a third party. The requirement that you must first attempt to resolve disputes internally will survive the termination

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		or expiration of your term.
	18.3	At our option, any disputes and claims that are not resolved by Internal Dispute Resolution must, at our option, be submitted to mediation. The mediation will take place in Mecklenburg County, North Carolina, under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. Once we receive your notice, we will have thirty (30) days to notify you as to whether we or our affiliates elect to exercise the option to submit such claim or dispute to mediation. You may not commence any action against us or our affiliates regarding any claim or dispute in any court unless we fail to exercise our option to submit the claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. Our right to mediation, as set forth herein, may be specifically enforced by us. Each party shall bear its own cost of mediation, except that we will share the mediator's fees with you equally. This agreement to mediate will survive any termination or expiration of the Franchise Agreement.
	18.3.1	The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation if such controversy, dispute, or claim relates to an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information; (ii) any claims pertaining to or arising out of any warranty issue; or (iii) any of the restrictive covenants contained in the Franchise Agreement.
v. Choice of forum	18.4	All claims not subject to mediation must only be brought in a competent court of general jurisdiction located in Mecklenburg County, North Carolina or, if appropriate, the United States District Court for the Western District of North Carolina (subject to state law).
w. Choice of law	18.1	North Carolina law governs all claims arising out of the Franchise Agreement, without reference to its conflict of laws provisions.(subject to applicable state law)

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Anthony Hopp, MowBot, Inc., 5850 Fayetteville Road, Suite 202, Durham, North Carolina 27713 or call (833) MOWBOT1 or (833) 669-2681.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1: System-wide Outlet Summary
For years 2017~~6~~ to 2019~~8~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017~~6~~	0	0	0
	2018~~7~~	0	~~0~~2	~~0~~+2
	2019~~8~~	~~2~~0	~~2~~3	~~2~~+1
Company-Owned and Affiliate-Owned	2017~~6~~	0	0	0
	2018~~7~~	0	0	0
	2019~~8~~	0	0	0
Total Outlets	**2017~~6~~**	**0**	**0**	**0**
	2018~~7~~	**0**	**~~0~~2**	**~~0~~+2**
	2019~~8~~	**~~0~~2**	**~~2~~3**	**~~2~~+1**

Table No. 2: Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For years 2017~~6~~ to 2019~~8~~

	Year	Number of Transfers
Georgia	2017	0
	2018	0
	2019	0
North Carolina	2017	0
	2018	0
	2019	0
South Carolina	2017	0
	2018	0
	2019	0
	2017	**0**

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Total	**6**	
	2018 7	**0**
	2019 8	**0**

Table No. 3: Status of Franchised Outlets
For years 20176 to 20198

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
Georgia	2017 6	0	0	0	0	0	0	0
	2018 7	0	01	0	0	0	0	01
	2019 8	01	10	0	0	0	0	1
North Carolina	2017 6	0	0	0	0	0	0	0
	2018 7	0	01	0	0	0	0	01
	2019 8	01	120	0	0	0	01	11
South Carolina	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
Totals	**2017**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2018	**0**	**2**	**0**	**0**	**0**	**0**	**2**
	2019	**2**	**1**	**0**	**0**	**0**	**0**	**3**

Table No. 4: Status of Company-Owned and Affiliate-Owned Outlets
For years 20175 to 20197

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
North Carolina	2017	0	0	0	0	0	0
	2018	0	1	0	1	0	0
	2019	0	0	0	0	0	0
Total	~~2015~~ 2017 ~~6~~	**0**	**0**	**0**	**0**	**0**	**0**
	~~2016~~ 2018 ~~7~~	**0**	~~0~~1	**0**	~~0~~1	**0**	**0**
	~~2017~~ 2019 ~~8~~	~~0~~0	~~0~~10	**0**	~~1~~00	**0**	**0**

Table No. 5: Projected Openings as of December 31, ~~2018, for the 2019 Fiscal Year~~2019

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Affiliate-Owned Outlets in the Next Fiscal Year
~~Alabama~~Colorado	~~0~~1	1	0
Florida	0	~~2~~1	0
~~**Georgia**~~	~~0~~	~~1~~	~~0~~
~~**Kentucky**~~	~~0~~	~~1~~	~~0~~
North Carolina	~~2~~1	~~3~~1	0
~~**South Carolina**~~	~~0~~	~~2~~	~~0~~
~~**Tennessee**~~	~~0~~	~~1~~	~~0~~
~~**Texas**~~	~~**0**~~	~~**1**~~	~~**0**~~
Totals	**2**	~~**1**~~2~~**3**~~	**0**

~~We have never terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with any franchise as of August 5, 2019.~~

A list of the names of all of our current franchisees, along with the contact information as of December 31, 2019, are set forth in Exhibit I to this Disclosure Document. While we have never terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with any franchisee, a list of those franchisees along with their contact information will be set forth in Exhibit I to this Disclosure Document.

There are presently no trademark specific franchisee organizations associated with the System being offered. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System. During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

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

~~ITEM 21~~
~~FINANCIAL STATEMENTS~~

ITEM 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Our audited financials for the years ending on December 31, 2019, December 31, 2018 ~~7~~ and December 31, 2017~~8~~ are attached as Exhibit E to this Disclosure Document. ~~We do not have three years of audited financial statements because we began offering franchises as of September 15, 2017.~~ Our fiscal year end is December 31 of each year.

ITEM 22
CONTRACTS

Attached to this disclosure document are the following contracts and their attachments:

Exhibit B:	Franchise Agreement and Schedules
Exhibit C:	Multi-Unit Addendum
Exhibit D:	State Specific Addenda
Exhibit F:	Sample Termination and Release Agreement
Exhibit H:	Confidentiality and Non-Disclosure Agreement
Exhibit J:	Franchisee Questionnaire/Compliance Certification

ITEM 23
RECEIPTS

Exhibit L~~K~~ of this Franchise Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Franchise Disclosure Document by a prospective franchisee. You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to MowBot, Inc. 5850 Fayetteville Road, Suite 202, Durham, North Carolina 27713.

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Exhibit A
to
MowBot, Inc.'s Franchise Disclosure Document

LIST OF STATE ADMINISTRATORS

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 876-7500 Toll Free: (866) 275-2677	**NEW YORK** ~~Office of the New York State Attorney General~~NYS Department of Law ~~I~~Investor Protection Bureau ~~Franchise Section~~ 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-828536 Phone~~;~~ (212) 416-6042 Fax
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-16~~5~~00	**WISCONSIN** Office of the Commissioner of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703 (608) 261-9555

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA California Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205 1350 Front Street San Diego, CA 92101 (619) 525-4233 One Sansome St., #600 San Francisco, California 94104 (415) 972-8559	**NEW YORK** New York State Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492 **NORTH CAROLINA** Mr. Jeffrey R. Dudan MowBot, Inc. 107 Parr Drive Huntersville, North Carolina 28078 (833) MOWBOT1 (833) 669-2681
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner 600 Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Labor and Regulation Securities Division Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527

INDIANA Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Department of Labor and Regulation Director of Division of Securities 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4013
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Dept. of Energy, Labor, and Economic Growth Corporations Division P.O. Box 30054 Lansing, Michigan 48909 7150 Harris Drive Lansing, Michigan 48909 (517) 373-7117	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce 85 7th Place East, Suite 280~~500~~ St. Paul, Minnesota 55101 (651) 539-1600~~296-4026~~	**WISCONSIN** Commissioner of Securities 345 West Washington Avenue, Fourth Floor Madison, Wisconsin 53703 (608) 261-9555

Exhibit B
to
MowBot, Inc.'s Franchise Disclosure Document

Franchise Agreement

MOWBOT, INC.

FRANCHISE AGREEMENT

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EXHIBITS

Exhibit A – Personal Guaranty and Guaranty of Spouses
Exhibit B – Conditional Assignment of Franchisee's Telephone Numbers, Facsimile Numbers and Domain Names
Exhibit C – Confidentiality and Restrictive Covenant Agreement for Employees
Exhibit D – Electronic Funds Withdrawal Authorization
Exhibit E – Site Selection Addendum
Exhibit F – Franchisee Affirmations and Acknowledgements

DATA SHEET

Franchisee: _____

Guarantors: _____

_____

Effective Date: _____

Approved Location: _____

_____

Territory: _____

Telephone Number: _____

E-Mail Address: _____

Initial Franchise Fee: _____

The terms of this Data Sheet are incorporated into the attached Franchise Agreement.

MOWBOT, INC.
FRANCHISE AGREEMENT

THIS AGREEMENT (the "Agreement" or "Franchise Agreement") is entered into and made effective this_____day of_____, 20~~1~~___~~-~~, by and between MowBot, Inc. a North Carolina Corporation, with its principal place of business at 5850 Fayetteville Road, Suite 202, ~~Durhan~~Durham, North Carolina 27713 ("Franchisor") and _____, a _____ with its principal place of business at _____, which is identified more fully in the attached Data Sheet ("Franchisee").

RECITALS

A. Through the expenditure of a considerable amount of time, effort, and money, Franchisor has developed a system for the operation of MowBot businesses (each, a "Franchised Business" or "MowBot Business") that offers and sells lawn and garden care and maintenance services and other related landscaping services (collectively, the "Approved Products and Services"). MowBot Businesses offer the Approved Products and Services to residential and commercial customers utilizing self-propelled customized battery-operated robotic lawn mowers (each, a "Bot"). Bots are kept onsite at the customer's location for the duration of the customer's service contract and operate in conjunction with a guide system installed directly to the customer's lawn

B. Franchised Businesses are established and operated using Franchisor's proprietary operating system, the distinguishing characteristics of which include: (i) Franchisor's proprietary standards and specifications for certain products and services, and robotic equipment used in connection with providing Franchisor's Approved Products and Services to customers; (ii) certain proprietary products developed by Franchisor; (iii) Franchisor's standards and specifications for sales techniques, marketing and advertising programs; (iv) Franchisor's proprietary Business Platform (as defined in this Agreement), including its telematics, including GPS, and Franchisor's centralized System-wide call center (the "Call Center"); (v) proprietary initial and ongoing training programs; and (vi) standards and specifications for operating the Franchised Business in the manner set forth in this Agreement and Franchisor's proprietary and confidential operations portal (the "Operations Portal") that franchisees have access to, which may be modified from time to time by Franchisor (collectively, the "System").

C. The System is identified by Franchisor's proprietary trademarks, service marks, trade dress, logos and other indicia of origin including, without limitation, the MOWBOT word mark (collectively, the "Proprietary Marks"). The rights to all such Proprietary Marks as are now, or shall hereafter be, designated as part of the System will be owned exclusively by Franchisor or its affiliates and be used for the benefit of Franchisor, its affiliates and Franchisor's franchisees to identify to the public the source of the products and services marketed thereunder. Franchisor may continue to develop, expand, use, control, and add to the Proprietary Marks and System for the benefit of itself, its affiliates, and its franchisees in order to identify for the public the source of products and services marketed thereunder and to represent the System's high standards of quality and service.

D. Franchisor offers franchises for the development and operation of Franchised Businesses to be operated and promoted within a designated geographical territory (the "Territory").

E. Franchisee desires to establish and operate a Franchised Business within the Territory hereinafter designated, to use in connection therewith the Franchisor's System and the

Proprietary Marks and to derive the benefits of Franchisor's information, experience, advice, guidance and customer goodwill.

F. Franchisor wishes to grant Franchisee the right to open and operate a Franchised Business based on Franchisee's representations to Franchisor, including those representations set forth in Franchisee's franchise application, in accordance with the terms and conditions set forth in this Agreement.

G. Franchisee recognizes the importance to Franchisor, to its other franchisees and to the public of maintaining the integrity, standards, qualities and attributes of products and services associated with the Proprietary Marks and System, and is willing to adhere to certain uniform standards, procedures and policies to maintain such integrity, standards, qualities and attributes.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, commitments and understandings contained herein, Franchisor and Franchisee hereby agree as follows:

1 GRANT OF FRANCHISE

1.1 **Grant and Acceptance**. Franchisor hereby grants to Franchisee, upon the express terms and conditions contained in this Agreement, and Franchisee hereby accepts, a non-exclusive license to establish and operate one MowBot Business, under the System and Proprietary Marks identified below, and the right to use the System and Proprietary Marks in the operation of the Franchised Business. Except as otherwise provided in this Agreement, Franchisee may offer and sell Franchisor's Approved Products and Services within the Territory set forth in Section 1.2. Franchisor has the right to supplement, improve or otherwise modify the System from time to time in Franchisor's discretion, and Franchisee agrees to comply with all changes which may include, without limitation, the offer and sale of new or different products or services as Franchisor may specify. Franchisee acknowledges and agrees that this Agreement does not grant Franchisee the option or right to operate additional Franchised Businesses and/or additional Territories.

1.2 **Territory**. The non-exclusive Territory will be determined by Franchisor and defined by zip codes. Franchisor will ~~We~~ make a good faith determination of the size and dimensions of the Territory. Franchisee's Territory will consist of a population of up to 50,000 people of 15,000 owner occupied households. ~~We~~ Franchisor determines the population in ~~your~~ Franchisee's Territory before franchisee~~, at the time you~~ signs the Franchise Agreement, with reference to information provided by third-party data compilation and demographic service providers. The demographics of the Territory may fluctuate over time. Before signing ~~your~~ the Franchise Agreement, ~~we~~ Franchisor and ~~you~~ Franchisee will agree to ~~your~~ a specific Territory. Franchisor~~We~~ makes no representation regarding the viability of ~~your~~ the specific Territory, and it is incumbent upon ~~you~~ Franchisee to independently review the demographics of ~~your~~ the Territory. ~~You~~ Franchisee may provide the Approved Products and Services to customers anywhere within the Territory.

1.2.1 Franchisor and its affiliates may establish and operate MowBot businesses and/or service customers located in the Territory. For example, if (i) Franchisee is in material default of its obligations under this Agreement, or (ii) Franchisee is unable to service the full volume of customers located in the Territory, Franchisor and its affiliates may service customers located in the Territory.

1.2.2 Franchisee agrees to advertise and solicit business for the authorized services within the Territory only. Franchisee further agrees to accept and perform only those accounts that are within the Territory.

1.2.3 If franchisee accepts and performs an account outside of the Territory, Franchisor may confiscate the account, Franchisee shall forfeit all amounts collected under the contract, and be fined for each occurrence, whichever is greater, or MowBot may elect to terminate this Agreement.

1.2.4 Franchisee agrees to, at all times, faithfully, honestly and diligently perform his or her obligations hereunder and to continuously exert best efforts to effectively promote and enhance the business and develop and service customers within the Territory.

1.3 **Approved Location**. Franchisee must operate the Franchised Business only at the approved location identified in the Data Sheet (the "Approved Location"). Franchisee shall operate the Franchised Business from an Approved Location that meets Franchisor's then-current standards and specifications which could be a home or an approved office/warehouse location from which franchisee may operate as many crews, teams, sales forces and trucks as necessary. Franchisor may provide Franchisee with standards and specifications for the design and layout of the premises of the Approved Location, and Franchisor must review and approve any proposed location, as well as any lease associated with the proposed location, prior to Franchisee entering into any lease for the proposed location. Franchisee must secure its Approved Location within ninety (90) days of executing this Agreement in the event the parties have not agreed on an Approved Location prior to executing this Agreement. If Franchisor has not approved a location from which Franchisee must operate the Franchised Business as of the date Franchisee signs this Agreement, the parties will enter into Franchisor's prescribed form of Site Selection Addendum (as attached as Exhibit E), the terms of which will govern the parties' site selection obligations. Franchisee may not relocate the Franchised Business without Franchisor's prior written consent.

1.4 **Reservation of Rights.** Franchisee acknowledges and agrees that Franchisor and any parties Franchisor designates will have the right to: (i) establish and operate, and license third parties the right to establish and operate, other MowBot Businesses using the Proprietary Marks and System at any location inside and outside of the Territory; (ii) acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products that are similar to those provided by Franchisee's MowBot Business, within or outside the Territory; (iii) open and operate, or license third parties the right to open or operate, businesses that offer products and services similar to the MowBot Business under marks other than the Proprietary Marks at any location within or outside the Territory; (iv) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to engage in any other activities not expressly prohibited by this Agreement; and (v) service, route, and/or assign any and all customer work orders and inquiries (within or outside the Territory) received through Franchisor's ~~our~~ Business Platform and/or Call Center to other MowBot Businesses.

1.5 **Alternate Channels of Distribution.** Franchisee acknowledges and agrees that certain of Franchisor's or its affiliates' products and services, whether now existing or developed in the future, may be distributed in Franchisee's Territory by Franchisor, Franchisor's affiliates, or other third parties that Franchisor designates, in such manner and through such channels of distribution as Franchisor, in its sole discretion, shall determine. Such alternate channels of distribution will include, but are not limited to, the sale and distribution of the products and services via the Internet and through joint marketing with partner companies under terms and conditions that Franchisor deems appropriate. Franchisee understands that this Agreement grants Franchisee no rights: (i) to distribute Approved Products and Services as described in this Section 1.5; or (ii) to share in any of the proceeds received by any such party therefrom.

~~1.5~~

1.6 **Right to Service Customers in Territory; Use of Call Center.**

~~1.6.1~~ Franchisor requires all of Franchisee's appointments to be scheduled, processed, reviewed and delivered through Franchisor's proprietary Business Platform (as defined

1.6.1 in Section 7.8.1 of this Agreement). Franchisee must ensure that all initial calls made to the Franchised Business are forwarded to the Call Center. Once a customer's call is routed to the Call Center and assigned to the Franchised Business, Franchisor will route that customer's work to Franchisee if the customer's location (where the work is to be performed) is within the Territory, unless: (i) Franchisor determines that the work is in the nature of an emergency and (a) Franchisee does not respond to the assignment within a time period Franchisor deems in its sole discretion appropriate under the circumstances, or (b) Franchisee is not able to perform the required services for the customer within a time period Franchisor deems appropriate in its sole discretion; (ii) the work is of such a large scope, complexity and/or commercial nature that Franchisor determines, in its sole discretion, that the Franchisee is not capable of performing the work requested in accordance with System standards and specifications and/or the prevailing standard of care in the industry for the type of work requested (in which case Franchisor may route the work order to Franchisee and additional franchisees, or other franchisees, for completion); (iii) the work order is mistakenly routed to another franchisee or affiliate-owned business due to either the customer providing incorrect information to a Call Center representative or an inadvertent error on the part of the Call Center representative when taking the information from the customer; or (iv) Franchisee is not operating the Franchised Business in compliance with this Agreement.

1.6.2 Franchisee agrees and acknowledges that Franchisor's rights under this Section are necessary to: (i) maintain uniformity across the System and ensure that all work performed under the Proprietary Marks meets Franchisor's System standards for customer service; and (ii) account for inadvertent mistakes by Franchisor's customers and Franchisor's Call Center. Franchisee further acknowledges that it does not have any right to share in the Gross Revenue generated from customers that are serviced within the Territory unless Franchisee is assigned, and subsequently provides services to, such customers.

2 TERM AND RENEWAL

2.1 **Term**. The initial term of the Franchise is for a period of ten (10) years, which will commence on the date Franchisor executes this Agreement.

2.2 **Renewal**. Franchisee has the right to renew this Agreement for one successive, additional ten (10) year period, provided Franchisee has met the following conditions:

2.2.1 Franchisee has notified Franchisor of Franchisee's intention to renew this Agreement in writing at least twelve (12) months, and no more than eighteen (18) months, prior to expiration of the current term;

2.2.2 Franchisee has demonstrated to Franchisor's satisfaction that Franchisee has the right to operate the Franchised Business at the Approved Location for the duration of the renewal term; or, if Franchisee is unable to operate the Franchised Business at the Approved Location, Franchisee has secured a substitute location acceptable to Franchisor;

2.2.3 Franchisee has completed, to Franchisor's satisfaction, prior to the expiration of the then-current term, any updates to all required equipment, supplies, inventory, hardware and software, and vehicles to bring the Franchised Business into full compliance with Franchisor's then-current System standards and specifications and, Franchisee has completed all maintenance, refurbishing, renovating, updating and remodeling of the Franchised Business's Approved Location so that it satisfies Franchisor's then-current standards;

~~2.2.3~~

2.2.4 Franchisee is not in breach of any provision of this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, Franchisor's approved/designated suppliers and vendors, and Franchisee has substantially complied with all such agreements during their respective terms;

2.2.5 Franchisee has satisfied all monetary obligations Franchisee owes Franchisor, Franchisor's affiliates, Franchisor's approved/designated suppliers and vendors, and has timely met these obligations throughout the term of this Agreement;

2.2.6 Franchisee executes Franchisor's then-current form of franchise agreement, the terms of which may vary materially from the terms of this Agreement (which may include, without limitation, increased royalty and other fees and insurance requirements), at least three (3) months prior to the expiration of this Agreement;

2.2.7 Franchisee satisfies Franchisor's then-current training requirements for renewing franchisees at Franchisee's expense, if any, as of the date of such renewal, and Franchisee has otherwise obtained and maintained all licenses, permits and approvals required by federal and state law applicable to providing the Approved Products and Services at any location within the Territory;

2.2.8 Franchisee and its principals execute a general release in the form Franchisor prescribes; and

2.2.9 Franchisee pays Franchisor a non-refundable renewal fee equal to 10% of ~~our~~ Franchisor's then current initial franchise fee.

3 FEES, REQUIRED PURCHASES AND MANNER OF PAYMENT

3.1 **Initial Franchise Fee**. In consideration of the franchise granted to Franchisee by Franchisor, Franchisee must pay Franchisor a lump sum initial franchise fee of thirty-nine thousand dollars ($39,000) (the "Initial Franchise Fee"), which is due at the signing of this Agreement and deemed fully earned and non-refundable upon payment, in consideration of administrative and other expenses Franchisor incurs in granting the franchise and for Franchisor's lost or deferred opportunity to franchise others.

3.2 **Royalty Fee**. Franchisee must pay us a monthly royalty fee (the "Royalty Fee") deducted at the earliest of each transaction but no later than the twentieth (20th) day of the following month, in an amount equal to the greater of: (i) seven percent (7%) of Gross Revenues generated by the Franchised Business during the immediately preceding calendar month ("Royalty Percentage"); or (ii) the monthly minimum royalty fee ("Minimum Royalty Fee"), as described in Section 3.2.1.

~~3.2.1~~ 3.2.1 *Minimum Royalty Fee*. Franchisee's Minimum Royalty Fee is $500 per month per Territory.

However, Franchisee will not be subject to a Minimum Royalty Fee during the first three (3) months of operations on the condition that Franchisee strictly complies with all of its obligations during the first three (3) months of operations. The three-month period starts upon completion of the Initial Franchise Training.

3.2.2 *Fee Disputes and Refunds.* Fee disputes, refunds or client non-payment (i.e. bad debt) do not affect Franchisee's

obligation to meet the Minimum Royalty Fee. Failure to satisfy the Minimum Royalty Fee is considered a material default of this Agreement and, at Franchisor's sole discretion, may result in the termination of this Agreement.

3.2.3 *Special Programs*. Franchisor reserves the right, but not the obligation, to establish special programs that reward franchisees for meeting certain criteria. In the event Franchisor establishes any special programs, Franchisor will have the right, in Franchisor's sole discretion, to change, modify or dissolve any special programs upon notice to Franchisee.

3.2.4 *Gross Revenues*. "Gross Revenues" are defined in the Franchise Agreement to include all income of any type or nature and from any source that Franchisee derives or receives directly or indirectly from, through, by or on account of the operation of the Franchised Business at any time after the signing of the Franchise Agreement, in whatever form and from whatever source, including but not limited to cash, services, in kind from barter and/or exchange, on credit or otherwise as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses and taxes. However, the definition of Gross Revenues does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities.

3.3 **Gross Revenue Reports**. Franchisee shall send Franchisor a signed report ("Gross Revenue Reports") on or before the tenth (10th) day of each month for the immediately preceding calendar month, in the manner and form specified by Franchisor. Each Gross Revenue Report must set forth: (i) Franchisee's Gross Revenues generated during the previous calendar month; (ii) Franchisee's calculation of the Royalty and Brand Fund (as defined in Section 3.5 below); and (iii) any other information Franchisor may require. Franchisor may change the form and content of the Gross Revenue Reports from time to time and/or may require Franchisee to submit Gross Revenue Reports on a weekly basis, upon notice to Franchisee.

~~3.4~~ **Method of Payment**. Except as otherwise provided for herein, Franchisee shall pay all fees and other amounts due to Franchisor and/or its affiliates under this Agreement through an electronic funds transfer program (the "EFT Program"), under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor or its affiliates, from the bank account Franchisee provides to Franchisor for use in connection with EFT Program (the "EFT Account"). Franchisee shall immediately deposit all revenues from operation of the Franchised Business into this bank account within two (2) days upon receipt, including cash, checks, and credit card receipts. At least ten (10) days prior to opening the Franchised Business, Franchisee shall provide Franchisor with: (i) Franchisee's bank's name, address and account number; and (ii) a voided check from such bank account. Contemporaneous with the execution of this Agreement, Franchisee shall sign and provide to Franchisor and Franchisee's bank, all documents, including Franchisor's form of EFT Authorization Form attached as Exhibit D to this Agreement, necessary to effectuate the EFT Program and Franchisor's ability to withdraw funds from such bank account via electronic funds transfer. Franchisee shall immediately notify Franchisor of any change in Franchisee's banking relationship, including any change to the EFT Account. Franchisor reserves the right to require Franchisee to pay any fees due under this Agreement by such other means as Franchisor may specify from time to time. If any Gross Revenue Report has not been received within the required time period, then Franchisor may process an electronic funds transfer for the subject month based on the most recent Gross Revenue Report provided by Franchisee to Franchisor, provided, that if a Gross Revenue Report for the subject month is subsequently received and reflects: (i) that the actual amount of the fee due was more than the amount of the electronic funds transfer, then Franchisor may withdraw additional funds through an electronic funds transfer from Franchisee's designated bank account for the difference; or (ii) that

3.4 the actual amount of the fee due was less than the amount of the electronic funds transfer, then Franchisor shall credit the excess amount to the payment of Franchisee's future obligations.

3.5 **Brand Fund**. As set forth more fully in Section 12.3 of this Agreement, Franchisor has established a brand fund for advertising and brand promotion (the "Brand Fund"). Franchisee shall make monthly contributions to the Brand Fund of three percent (3%) of Gross Revenues generated by the Franchised Business for sales made during the immediately preceding calendar month (the "Brand Fund"), Brand Fund contributions are to be paid at the earliest of each customer transaction via Franchisor's approved billing platform as directed by Franchisor, or via the EFT Program no later than the twentieth (20th) day of the following month, or as otherwise required by the Operations Portal or in writing by Franchisor. Franchisor will have the right to expend the funds accumulated in the Brand Fund in Franchisor's sole discretion.

3.6 **Opening Assistance Fee**. Prior to attending or otherwise participating in Franchisor's initial training in any manner, as described in Section 8 of this Agreement, Franchisee must pay Franchisor a one-time fee of five thousand dollars ($5,000) (the "Opening Assistance Fee") in consideration for certain initial marketing and opening assistance that Franchisor (and/or its designated vendors) will provide Franchisee. These services may include assistance and coordination in connection with initial lead generation programs, start-up assistance and other coaching and support, which Franchisor (or its designee) will provide as Franchisor deems appropriate in its discretion. Franchisor reserves the right to modify the Opening Assistance Fee based on owner and/or market conditions. The Opening Assistance Fee must be paid as described in Section 3.4 of this Agreement. Franchisor shall also conduct a launch visit prior to the opening of the Franchised Business. The Opening Assistance Fee is deemed fully earned upon payment, and is not refundable under any circumstances.

3.7 **New Customer Fee**. Franchisee must pay Franchisor and/or Franchisor's designated vendors' then-current technology fee ("New Customer Fee"), associated with using and maintaining the Business Platform, required computer hardware and software, and any other technology used in the operation of the Franchised Business, and such payment shall be made in the manner prescribed by Franchisor or the designated vendor(s), as applicable. Franchisee shall pay the New Customer Fee monthly as set forth in the Operations Portal or in writing by Franchisor. Franchisor reserves the right to change the amount of the fee described in this Section as changes are made to the System's hardware, software and other computer requirements or as required by the third-party service provider(s) or by any regulatory agency.

3.8 **Local Advertising Fee.** Franchisee must actively promote and advertise the Franchised Business within the Territory. Franchisee shall expend 3% of Gross Revenue for advertising and promotional programs or materials that Franchisor approves within the Territory (the "Local Advertising Requirement"), as defined in Section 12.5 of this Agreement. Franchisee must submit to Franchisor upon request, a report detailing their local advertising expenditures. Franchisor also has the right to review Franchisees books and records to determine these expenditures. Franchisor must approve all advertising and promotional materials prior to its use or distribution.

3.9 **Supplies, Equipment and Inventory Package**. Prior to opening, Franchisee must purchase from Franchisor's Apprpoved Supplier the required equipment, products and services package ~~, which includes 12 Bots, along with, edgers, trimmers, blowers, wire machines, consumables, sprayers, and other equipment and supplies~~ (the "Supplies, Equipment and Inventory Package").

3.10 **Additional Bot Purchasing Requirement.** Franchisee must maintain a sufficient inventory of Bots to meet customer demand. Each customer will require a minimum of one dedicated Bot and Franchisee will need to purchase or lease additional Bots for each additional customer. There is currently no additional annual bot purchasing requirement (the "Additional Bot Purchasing Requirement"), pursuant to Section 7.4.2 of this Agreement.

3.11 **Mapping Tool.** Franchisee is required to use ~~our~~ Franchisor's designated supplier(s) for the required mapping tool and vehicle fleet management tool, pursuant to Section 7.4.3 of this Agreement.

3.12 **Customer Payment Processing Service Fee.** Franchisee must maintain a payment processing account with and pay Franchisor and/or Franchisor's designated vendors' then-current payment processing fee ("Customer Payment Processing Service Fee"), associated with the collection and remittance of customer payments, and such payment shall be made in the manner prescribed by Franchisor or the designated vendor(s), as applicable. Franchisee shall pay set-up fee, monthly fee, and merchant processing fee as prescribed, or otherwise set forth in the Operations Portal or in writing by Franchisor. Franchisor reserves the right to change the amount of the fee described in this Section as changes are made to the payment processing system, or as required by the third-party service provider(s) or by any regulatory agency.

3.13 **Late and/or Under Payments and Interest**. All fee payments, amounts due for purchases by Franchisee from Franchisor and/or its affiliated company, and other amounts which Franchisee owes to the Franchisor and/or its affiliated company, not received on or before the due date, shall be deemed past due. If any payment or contribution is past due, Franchisee shall pay to the Franchisor immediately upon demand, in addition to the past due amount, a late fee of one hundred dollars ($100.00) per incident, plus interest on the past due amount from the date it was due until paid at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. Nothing contained in this Section shall prevent Franchisor from exercising, in Franchisor's sole judgment, any other rights or remedies available to Franchisor under this Agreement.

3.14 **No Right to Off Set**. Franchisee shall not be entitled to set off any payments required to be made under this Section 3 against any monetary claim it may have against Franchisor.

3.15 **Non-Exclusive Remedies**. Franchisor's right to recover interest and late payment fees under this Section shall not prevent Franchisor from obtaining, or otherwise waive, any other remedy available to Franchisor for Franchisee's breach of this Section as set forth in this Agreement or under applicable law.

3.16 **Taxes on Payments**. In the event any taxing authority, wherever located, imposes any future tax, levy or assessment on any payment Franchisee makes to Franchisor, Franchisee must, in addition to all payments due to Franchisor, pay such tax, levy or assessment.

4 PROPRIETARY MARKS

4.1 **Franchisee's Use of the Proprietary Marks and Other Proprietary Material**.

4.1.1 Franchisee shall use only the Proprietary Marks which Franchisor designates, and shall use them only in the manner Franchisor authorizes and permits.

4.1.2 Franchisee shall use the Proprietary Marks only for the operation of the Franchised Business and only in the Territory and in sales and marketing for the Franchised Business.

4.1.3 Franchisee shall use all Proprietary Marks without prefix or suffix and in conjunction with the symbols "TM," "SM," "S," or "®," as applicable. Franchisee may not use the Proprietary Marks in connection with the offer or sale of any services or products which Franchisor has not authorized for use in connection with the System. Franchisee may not use the Proprietary Marks as part of Franchisee's corporate or other legal name. Franchisee's corporate name and all fictitious names under which Franchisee proposes to do business must be approved by Franchisor in writing before use. Franchisee must use Franchisee's corporate or limited liability company name either alone or followed by the initials "D/B/A" and a business name approved in advance by Franchisor. Franchisee must promptly register at the office of the county in which Franchisee's Franchised Business is located, or such other public office as provided for by the laws of the state in which Franchisee's Franchised Business is located, as doing business under such assumed business name.

4.1.4 Franchisee must identify itself as the owner of the Franchised Business (in the manner Franchisor prescribes) in conjunction with any use of the Proprietary Marks including, without limitation, on invoices, order forms, receipts, customer forms and questionnaires, business stationery, and advertisements, as well as at such conspicuous locations as Franchisor may designate in writing at the Franchised Business premises.

4.1.5 Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights.

4.1.6 Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on Franchisor's behalf.

4.1.7 Franchisee shall execute all documents Franchisor deems necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

4.1.8 Franchisee must promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks that Franchisor may now or hereafter designate for use in connection with the System, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor's ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Proprietary Marks and Operations Portal (collectively the "Proprietary Material"). Franchisee acknowledges that Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Material, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Franchisor's rights to the Proprietary Material. Franchisor shall defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Material. If Franchisor, in Franchisor's sole discretion, determines that Franchisee has used the Proprietary Material in accordance with this Agreement, Franchisor shall bear the cost of such defense, including the cost of any judgment or settlement. If Franchisor, in Franchisor's sole discretion, determines that Franchisee has not used the Proprietary Material in accordance with this Agreement, Franchisee shall bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to Franchisee's use of the Proprietary Material, Franchisee shall execute any and all documents and do such acts as may, in Franchisor's opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of

the Proprietary Material in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for Franchisee's out-of-pocket costs in performing such acts.

4.1.9 Franchisee expressly understands and acknowledges that:

4.1.9.1 Franchisor or its affiliates or licensors own all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and Franchisor has the right to use, and license others to use, the Proprietary Marks;

4.1.9.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

4.1.9.3 During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity of, or Franchisor's ownership of, or right to use and to license others to use, the Proprietary Marks or any other Proprietary Material;

4.1.9.4 Franchisee's use of the Proprietary Material does not give Franchisee any ownership interest or other interest in or to the Proprietary Material;

4.1.9.5 Any and all goodwill arising from Franchisee's use of the Proprietary Material shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System, the Proprietary Marks, or any other Proprietary Material;

4.1.9.6 Except as specified in this Agreement, the license of the Proprietary Marks granted to Franchisee hereunder is non-exclusive and Franchisor retains the right, among others, to: (i) use the Proprietary Marks itself in connection with selling products and services; (ii) grant other licenses for the Proprietary Marks; and (iii) develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to Franchisee; and

4.1.9.7 Franchisor reserves the right, in Franchisor's sole discretion, to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder. Franchisee shall discontinue using all Proprietary Marks which Franchisor has notified Franchisee, in writing, have been modified or discontinued within ten (10) days of receiving written notice and, at Franchisee's sole cost and expense, shall promptly begin using such additional, modified or substituted Proprietary Marks.

5 CONFIDENTIAL INFORMATION

5.1 **Nondisclosure**. During the term of this Agreement, Franchisee will receive information which Franchisor considers its trade secret and confidential information. Franchisee may not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person or entity any Confidential Information, as defined in Section 5.2. Upon termination or expiration of this Agreement, regardless of reason, Franchisee shall return all copies of such Confidential Information to Franchisor immediately and Franchisee may not use the Confidential Information for any purpose other than operating the Franchised Business in accordance with Franchisor's standards and specifications.

5.2 **Confidential Information**. Confidential Information hereby includes, without limitation, any and all confidential, proprietary, and trade secret information relating to the operation

of a Franchised Business, such as: all financial, operational, technical and marketing information; Operations Portal, Business Platform, Franchisor's System policies or procedures, and franchising materials, brochures, marketing plans, forecasts, and related information; cost data; pricing information; business plans; financial records and results of Franchisor's operations and other persons or entities operating a Franchised Business; photographs, devices, samples, models, and illustrations; software developed by or for Franchisor; client lists and any information relating to Franchisor's clients or the clients of other MowBot franchisees; patent, trademark, service mark, and copyright applications; information relating to inventions, discoveries, software and any other research and development information; methods of conducting the Business developed by Franchisor or other franchisees, and any forms, memoranda, outlines, protocol, presentations, proposals, software, or other documents or information related to such methods; any information of a client not generally known or available to the public; any Trade Secrets (as defined in Section 5.3 of this Agreement), or of a client of Franchisor, or of any other franchisee; and any information about or originating from any Franchisee which, if it was information of Franchisor, are expressly deemed Confidential Information pursuant to the foregoing (collectively, "Confidential Information"). Any and all information, knowledge, know-how, techniques, and other data which Franchisor designates as confidential will be deemed Confidential Information for purposes of this Agreement.

5.3 **Trade Secrets**. Notwithstanding Section 5.2, trade secret means information (including, but not limited to, components of the System, product marketing and promotional techniques, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, list of actual or potential customers or suppliers) that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (collectively, "Trade Secrets"). To the extent that applicable law mandates a definition of "trade secret" inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.

5.4 **Employees**. All of Franchisee's employees must execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by Franchisee at the Franchised Business. Such covenants shall be in a form satisfactory to Franchisor and substantially similar to the Confidentiality and Restrictive Covenant Agreement attached as Exhibit C to this Agreement. Employee non-compete and restrictive covenant agreements must include, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with independent rights to enforce them.

5.5 **New Concepts.** If Franchisee, or Franchisee's employees or principals, develop(s) any new concept, process or improvement in the operation or promotion of the Franchised Business, including, but not limited to, any modifications or additions to the Proprietary Material, Franchisee shall promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process or improvement shall become Franchisor's sole property and Franchisor shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. Franchisee and Franchisee's principals and agents hereby assign to Franchisor any rights they may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's principals and agents agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries, and further agree to execute and provide Franchisor with all necessary documentations for obtaining and enforcing such

rights. Franchisee and Franchisee's principals and agents hereby irrevocably designate and appoint Franchisor as their agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that the foregoing provisions of this Section 5.5 are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's principals and agents hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

5.6 **Customer Privacy**. Franchisee agrees to adhere to the terms of Franchisor's customer privacy policies Franchisor may now or in the future develop. Franchisee may not divulge personal information regarding any customers, except as absolutely necessary to operate the Franchised Business.

6 FRANCHISOR'S OBLIGATIONS

6.1 **Operations Portal**. Prior to commencing operation of the Franchised Business, Franchisor will provide Franchisee with secure access to its operations portal, which contains mandatory and suggested specifications, standards and operating procedures for the System, which may be modified and/or supplemented by Franchisor at any time as Franchisor deems advisable in its sole discretion, including Franchisor's proprietary and confidential operations manual for operating a Franchised Business ("Operations Portal"). The Operations Portal may cover such topics as pre-opening procedures, systems and procedures, personnel policies, specifications for vehicles, supplies, equipment and inventory, marketing, accounting and bookkeeping and related matters as may be incorporated from time to time. The Operations Portal will remain confidential and the property of the Franchisor, constituting a trade secret of Franchisor, and may not be, shared, loaned out, duplicated, distributed or copied in whole or in part in any manner. The provisions of the Operations Portal constitute provisions of this Agreement as if fully set forth herein. Franchisor will have the right to add to and otherwise modify the contents of the Operations Portal from time to time in writing in any manner, including through the Operations Portal, email, Franchisor's website, or any other means. Franchisee must always follow the directives in the Operations Portal, as they may be modified by Franchisor from time to time. Such compliance by Franchisee is necessary to protect the integrity and reputation of the System.

6.2 **Initial and Ongoing Supplies**. Franchisor will provide Franchisee with a list of all items and equipment needed to open the Franchised Business, along with the proprietary list of Approved Suppliers for those items (as applicable), with which Franchisee must comply. Franchisor will make available for purchase the Supplies, Equipment, and Inventory Package (described in Section 7.4) and ongoing required equipment purchases.

6.3 **Ongoing Assistance**. Franchisor may provide Franchisee continuing consultation and advice, as Franchisor deems necessary and appropriate in its sole discretion, regarding the management and operation of the Franchised Business. Franchisor will provide such assistance, in Franchisor's discretion, by telephone, facsimile, intranet communication, on-site visits, Business Platform, or other means. If Franchisee requires and requests additional on-site assistance from Franchisor, subject to the availability of Franchisor's personnel, Franchisor may provide Franchisee with such assistance at Franchisor's then-current training fee, plus expenses, including Franchisor's travel and lodging expenses, as Franchisor deems necessary in its sole discretion. Franchisor may also use the Operations Portal, as defined in Section 6.6, to provide some self-serve training materials.

6.4 **Additional Training**. As set forth more fully in Section 8.2, Franchisor may, in Franchisor's sole discretion, hold refresher and ongoing training courses, or training courses to provide additional information and/or updates regarding Franchisor's System and/or the operation of the Franchised Business. Except as otherwise provided in this Agreement, Franchisor may require Franchisee and Franchisee's personnel to attend such additional training up to twenty (20) days per year at a location to be selected by Franchisor. All expenses, including Franchisee's and Franchisee's employees' transportation, meal, and lodging expenses to attend such training shall be Franchisee's sole responsibility. Franchisor will provide Franchisee with thirty (30) days' notice of any upcoming additional or refresher training that Franchisee is required to attend.

6.5 **Remedial Training**. In the event Franchisor determines that Franchisee is not operating the Franchised Business as required under the Franchise Agreement or in compliance with the System standards, Franchisor may require Franchisee to attend up to five (5) days of remedial training a year (in addition to any required training under Section 6.4). Franchisor has the right to schedule remedial training at its corporate headquarters or other designated training facility, or Franchisor may provide such training on-site at the Franchised Business. In either case, Franchisor may charge Franchisee its then-current tuition training fee to provide such remedial training.

6.6 **Call Center and Centralized Billing**.

6.6.1 Franchisor has established and maintains a centralized call center for the purpose of accepting telephone, internet and other inquiries from potential clients and forwarding such client information to the appropriate franchisee (the "Call Center"). Franchisee must comply with Franchisor's procedures for using the Call Center as Franchisor specifies in the Operations Portal or otherwise in writing, including any fees Franchisee must pay in connection with administering and maintaining this service. Franchisor has the absolute right to receive all customer calls to the Franchised Business, and subsequently service, route and/or assign any work orders or inquiries resulting from such calls as it deems advisable in its sole discretion, regardless of whether the customer is located within Franchisee's Territory. All MowBot related phone numbers and internet lead sources are required to be ported to or directed to Franchisor.

6.6.2 Franchisee must utilize the services of Franchisor or its approved vendor for issuing all invoices and processing all payments received from customers.

6.7 **Pricing**. Franchisor may advise Franchisee from time to time concerning suggested retail prices. Franchisor and Franchisee agree that any list or schedule of prices furnished to Franchisee by Franchisor is a recommendation only and is not to be construed as mandatory upon Franchisee. Nothing contained herein shall be deemed a representation or warranty by Franchisor that the use of Franchisor's suggested prices will result in a profit. Franchisee may charge whatever prices it deems appropriate without regard to Franchisor's suggested pricing.

6.8 **Annual Conference**. Franchisor may, in Franchisor's discretion, hold an annual conference at a location to be selected by Franchisor (the "Annual Conference"). Franchisor will determine the topics and agenda for such conference to serve the purpose, among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and Franchisor's personnel regarding operations and programs, and recognizing franchisees for their achievements. Franchisor may require Franchisee to attend the Annual Conference and pay Franchisor's then-current registration fee if it chooses to charge a registration fee in its sole discretion. Franchisor reserves the right to charge Franchisee a fee to cover convention expenses in the event the Franchisee chooses not to attend. All expenses, including Franchisee's and

Franchisee's employees' transportation to and from the Annual Conference, as well as lodging, meals, and salaries during the Annual Conference, are Franchisee's sole responsibility. Franchisor may use Brand Development Fees for purposes related to the Annual Conference, including costs related to productions, programs, and materials.

7 FRANCHISEE'S OBLIGATIONS

7.1 **Site Location and Lease Approval**. Franchisee shall operate the Franchised Business from an approved location that meets Franchisor's then-current standards and specifications for an Approved Location. Franchisor may provide Franchisee with standards and specifications for the design and layout of the premises of the Approved Location, and Franchisor must review and approve any proposed location, as well as any lease associated with the proposed location, prior to Franchisee entering into any lease for the proposed location. If Franchisor has not approved a location for Franchisee to operate the Franchised Business as of the date Franchisee signs this Agreement, the parties shall enter into Franchisor's prescribed form of Site Selection Addendum, the terms of which shall govern the parties' site selection obligations. Franchisor has the right to review, evaluate and approve Franchisee's proposed lease for the Approved Location ("Lease") prior to execution. Franchisor may condition Franchisor's approval of any proposed Lease on, among other things, Franchisee and Franchisee's landlord's execution of a Collateral Assignment of Lease in the form prescribed by Franchisor.

7.1.1 ~~1.~~ *Relocation*. If the Approved Location is leased, for any reason, the Lease term is shorter than the term of this Agreement and the Lease cannot be renewed or extended, or Franchisee cannot continue for any other reason to occupy the Location, Franchisee must relocate Franchisee's Franchised Business to a mutually acceptable site within Franchisee's Territory to complete the unexpired portion of the term of this Agreement. Franchisee must notify Franchisor of Franchisee's intention to relocate, procure a site acceptable to Franchisor within ninety (90) days prior to closing operations at Franchisee's current Approved Location, and open for business at the new Approved Location within thirty (30) days of closing business at Franchisee's existing Approved Location. Franchisor may require Franchisee to reimburse Franchisor for its reasonable costs and expenses associated with evaluating Franchisee's relocation request and/or any locations proposed by Franchisee for relocation.

7.1.2 *Franchised Business Appearance and Construction*. Franchisee agrees that the Franchised Business must conform to Franchisor's standards and specifications for the appearance, layout, and design of a Franchised Business. Franchisee is solely responsible for the preparation of architectural and working drawings necessary to complete construction and/or build-out at the Approved Location and must ensure that plans meet with applicable ordinances, building codes, permits requirements, and any other applicable local, state, or federal law.

7.1.3 *Use of Premises*. The location of Franchisee's Approved Location approved by Franchisor in accordance with this Agreement shall be used solely for the purpose of operating the Franchised Business, unless otherwise approved in writing by Franchisor. Franchisee must obtain Franchisor's prior written consent to conduct any other business or commercial activity from the Approved Location.

7.2 **Training**. Franchisee (or Franchisee's principal, as applicable) must attend and successfully complete Franchisor's Initial Training Program as set forth more fully in Section 8 of this Agreement. Franchisor has the right to require up to one (1) individual to attend in addition to Franchisee.

7.3 **Opening Requirements**. Franchisee shall open and commence operating the Franchised Business within one hundred eighty (180) days of executing this Agreement. In addition to any other pre-opening obligations set forth in this Agreement, Franchisee is required to complete the following prior to commencing operations: (i) obtain all required licenses, permits and other governmental approvals necessary to operate the Franchised Business in the Territory, and provide Franchisor with written proof thereof; (ii) purchase all required vehicles, equipment, supplies, and inventory in accordance with Franchisor's standards and specifications and, if appropriate, from Franchisor's Approved Suppliers, that Franchisee is required to purchase prior to opening; (iii) attend and successfully complete Franchisor's Initial Training Program as described defined in this Agreement, as well as any other pre-opening training Franchisor may prescribe; and (iv) provide Franchisor with any and all documents and information necessary for Franchisor to effectuate the EFT Program to automatically withdraw all payments due and owing Franchisor and its affiliates under the Franchise Agreement.

7.4 **Purchasing Requirements**.

7.4.1 *Supplies, Equipment and Inventory Package.* Prior to opening, Franchisee must purchase from Franchisor the required equipment, products and services package.~~,~~ Franchisee may select from two different equipment packages. The first, includes 13 Bots and other equipment and supplies Franchisee will need to operate the Business. The second, ~~which~~ includes 12 Bots, along with, edgers, trimmers, blowers, wire machines, consumables, sprayers, and other equipment and supplies (collectively, the "Supplies, Equipment and Inventory Package").

7.4.2 *Additional Bot Purchasing Requirement*. Franchisee must maintain a sufficient inventory of Bots in order to meet customer demand. Each customer will require a minimum of one dedicated Bot and Franchisee will need to purchase or lease additional Bots for each additional customer. There is currently no additional bot purchase requirement.

Franchisee must continually, throughout the entire term of the Franchise Agreement, attempt to maximize Franchisee's sales. If Franchisor determines, in its sole discretion, that Franchisee is not taking reasonable steps to maximize the sales of Franchisee's MowBot Business, then Franchisee shall be deemed to be in material breach of this Agreement and Franchisee may terminate this Agreement upon notice pursuant to Section 15.2 of this Agreement.

7.4.3 *Vehicle Requirement* . Franchisee is required to have a suitable vehicle to conduct sales visits, perform installs and lawn maintenance services. Vehicle must be in good condition, branded appropriately and approved by Mowbot.

7.4.4 *Mapping Tool.* Franchisee is required to use Franchisor's~~our~~ designated supplier for the required mapping tool and vehicle fleet management tool.

7.4.5 *Compliance with Standards.* Franchisee acknowledges and agrees that Franchisee's obligations set forth in this Agreement and the Operations Portal are reasonable and necessary for the operation of the Franchised Business and to maintain uniformity throughout the System. Franchisee shall adhere to the standards and specifications set forth in this Agreement and the Operations Portal and any revisions or amendments to same. Franchisee shall use the furnishings, supplies, fixtures, equipment, computer hardware and software, and product samples and promotional materials that comply with Franchisor's then-current standards and specifications, which Franchisor will establish and modify at Franchisor's discretion. Franchisee acknowledges that Franchisee may incur an increased cost to comply with such changes at Franchisee's expense.

7.4.6 *Designated and Approved Suppliers.* Franchisee must currently use Franchisor's designated suppliers to purchase any items and/or services necessary to operate the Franchised Business. Recognizing that preservation of the System depends upon product and service uniformity and the maintenance of Franchisor's trade dress, Franchisee agrees to purchase product samples and other supplies, services, furnishings, fixtures, computer hardware and software, and other equipment from Franchisor or from approved or designated suppliers as Franchisor shall specify, from time to time, in the Operations Portal and otherwise in writing (each an "Approved Supplier"). Franchisee hereby acknowledges that Franchisor, Franchisor's affiliate and/or a third party may be one of several, or the only, Approved Supplier of any item. Franchisee further acknowledges and agrees that Franchisor and/or Franchisor's affiliates have the right to realize a profit or otherwise derive revenue on any products or services that Franchisor, Franchisor's affiliates or Franchisor's Approved Suppliers supply and/or provide to Franchisee. Franchisor has the irrevocable right to modify, supplement or otherwise change its lists of Approved Suppliers and any items that must be purchased from such Approved Suppliers at any time, as Franchisor deems advisable in its sole discretion. Franchisor may provide Franchisee with notice of such modifications to these lists via the Operations Portal or any other manner Franchisor deems appropriate.

7.4.7 *Supplier Approval.* In the event Franchisee wishes to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, if known. At Franchisor's request, Franchisee must provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole, as well as the maintenance of Franchisor's Confidential Information. Franchisor has the right to receive payments from suppliers on account of their dealings with Franchisee and other franchisees and to use all amounts Franchisor receives without restriction (unless instructed otherwise by the supplier) for any purposes Franchisor deems appropriate. Nothing herein shall require Franchisor to approve an unreasonable number of suppliers for a given item, which approval might, in Franchisor's reasonable judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers. Franchisor may require Franchisee to reimburse actual costs incurred in reviewing any alternate supplier or non-approved product.

7.4.7.1 Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within thirty (30) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's request will be deemed denied.

7.4.7.2 Franchisor may, but is not obligated to, provide Franchisee's proposed supplier or provider with its specifications for the item that Franchisee wishes the third-party to supply, provided that third-party executes Franchisor's prescribed form of non-disclosure agreement.

7.4.7.3 Each supplier that Franchisor approves of must comply with Franchisor's requirements regarding insurance, indemnification and non-disclosure. If Franchisor

approves any supplier, Franchisee may enter into supply contracts with such third party, but under no circumstances will Franchisor guarantee Franchisee's performance of any supply contract.

7.4.7.4 Franchisor may re-inspect and revoke Franchisor's approval of particular products or suppliers when Franchisor determines, in Franchisor's sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier.

7.4.8 *System Suppliers.* Franchisor may establish business relationships, from time to time, with suppliers who may produce and/or provide certain goods or services that Franchisee is required to purchase from only that supplier (each a "System Supplier"). These System Suppliers may provide, among other things, supplies, fixtures, technology, software, and equipment, all in accordance with Franchisor's proprietary standards and specifications, or private label goods that Franchisor has authorized and prescribed for sale by System franchisees. Franchisee recognizes that such products and services are essential to the operation of the Franchised Business and to the System generally. Franchisee further recognizes that Franchisee's failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System and may result in other System franchisees' inability to obtain product or ability to obtain product only on less favorable credit terms. Accordingly, Franchisee agrees to pay System Suppliers as and when due. Franchisee must use products purchased from Approved Suppliers solely in connection with the operation of the Franchised Business and not for any competitive business purpose.

7.5 **Authorized Products and Services**. Franchisee shall offer for sale all products and services which Franchisor prescribes and only those products and services which Franchisor prescribes. Franchisee may not offer any other products or services for sale without having received Franchisor's prior written authorization. Franchisee shall at all times maintain sufficient levels of inventory, as specified in the Operations Portal, to adequately satisfy consumer demand. Franchisee must offer, use and sell all private label products which Franchisor may now or in the future designate for sale by System franchisees. In the event Franchisee wishes to offer any Approved Products or Services that Franchisor indicates requires additional training or certification from Franchisor or its designee, then Franchisee must complete such training and/or obtain such certification, at Franchisee's sole expense, prior to providing these specialized Approved Products and Services.

7.6 **Operations**.

7.6.1 *Hours of Operation.* Franchisee must operate the Franchised Business for at least those days and number of hours Franchisor specifies in the Operations Portal.

7.6.2 *Maintenance of Premises and Project Sites.* Franchisee must maintain the Franchised Business and all project sites in a clean, safe and attractive manner, and in accordance with all applicable requirements of law, including all federal, state and local health laws, as well as this Agreement and the Operations Portal. Franchisee and Franchisee's employees must give prompt, courteous and efficient service to the public and otherwise operate the Franchised Business so as to preserve, maintain and enhance the reputation and goodwill of the System.

7.6.3 *Personnel/Staffing.* Franchisee must employ a sufficient number of qualified, competent personnel, offer prompt, courteous and efficient service to the public, and otherwise operate the Franchised Business in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. All employees engaged in the operation of the Franchised Business during working hours shall dress conforming to Franchisor's standards and

shall present a neat and clean appearance in conformance with Franchisor's reasonable standards and shall render competent, efficient service to the customers of the Franchised Business.

7.6.4 *Compliance with Operations Portal and Training of Employees.* Franchisee agrees to conduct the Franchised Business in accordance with the Operations Portal. Franchisee shall immediately train and instruct Franchisee's employees in accordance with the Operations Portal, and shall continue such training and instruction as long as each employee is employed. The Operations Portal shall set forth the practices, procedures and methods to be utilized in the Franchised Business and Franchisor may require Franchisee to conform Franchisee's practices to national programs, which Franchisor has designed as part of Franchisor's System.

7.6.5 *Management Participation.* Franchisee (or at least one of Franchisee's principals if Franchisee is a corporation or partnership) must devote his or her personal full-time attention and best efforts to the management and operation of the Franchised Business. Upon Franchisee's written request, Franchisor may permit Franchisee to employ a manager to manage the day-to-day operations of the Franchised Business (the "Designated Manager"), provided the Designated Manager: (i) is approved by Franchisor in writing prior to hiring; and (ii) successfully completes Franchisor's Initial Training Program before assuming any managerial responsibility. The Franchised Business must, at all times, be staffed with at least one (1) individual who has successfully completed Franchisor's initial training program as set forth in Section 8.1. In the event that Franchisee operates more than one Franchised Business, Franchisor may require Franchisee to have a properly trained Designated Manager who has been approved by Franchisor at each location. Franchisee will keep Franchisor informed at all times of the identity of any employee acting as Designated Manager of the Franchised Business. In the event that a Designated Manager resigns or is otherwise terminated from the Franchised Business, the replacement must be trained pursuant to Franchisor's then-current standards. The new Designated Manager must successfully complete training within sixty (60) days of hiring. Franchisor reserves the right, without the obligation, to train the new Designated Manager directly. Franchisee and any Designated Manager(s) are not permitted to seek or maintain other employment or engage in any other business activities during the term of this Agreement.

7.6.6 *Working Capital.* Franchisee must at all times maintain such working capital as may be reasonably necessary to enable Franchisee to properly and fully carry out and perform all of Franchisee's duties, obligations and responsibilities hereunder and to operate the business in a businesslike, proper and efficient manner.

7.6.7 *Inventory.* Prior to commencement of operations, Franchisee shall adequately supply the Franchised Business with representative vehicles, supplies, equipment and inventory as prescribed by the Franchisor, and any other items of the type, quantity and quality as specified by the Franchisor. Franchisee must, at all times, maintain sufficient levels of inventory, including Franchisor's proprietary products and other equipment and supplies used at project sites, as required by Franchisor to adequately meet consumer demand.

7.6.8 *Products with Proprietary Marks*. Franchisee shall in the operation of its Franchised Business, use and display labels, forms, vehicles, supplies, equipment and inventory imprinted with the Proprietary Marks and colors as prescribed by the Franchisor.

7.6.9 *Market Research*. Franchisor may, from time to time, conduct market research and testing to determine the viability of new products and services. Franchisee must cooperate by participating in such programs and by purchasing and promoting the sale of such test products and services, if required by the Franchisor.

7.7 **Franchised Business Inspection.** Franchisee agrees that, in order to maintain the high quality and uniform standards associated with the Franchise System and to protect its goodwill and reputation, Franchisee will permit Franchisor, during business hours, to inspect Franchisee's Franchised Business or attend a project site, confer with Franchisee and Franchisee's employees and customers, observe and evaluate Franchisee's sales techniques and operation methods, and perform any other inspection which Franchisor deems necessary to protect the standards of quality and uniformity of the franchise System and Franchisee's performance under this Agreement, the Operations Portal, and other standards and specifications required by Franchisor. Franchisee is obligated to make changes to Franchisee's operations based upon any inspections by Franchisor. Franchisor is not required to provide Franchisee with any notice prior to conducting such an inspection.

7.8 **Computer Software and Hardware**.

7.8.1 *Business Platform.* Franchisor's Business Platform ("Business Platform") is a proprietary integrated business management system, which includes customized software, which facilitates the flow of business related information between Franchisee, Franchisor, and Franchisee's customers. The Business Platform will be managed and maintained by either Franchisor, a third-party company selected by the Franchisor, or a combination of both. The Business Platform includes software that manages customer / Franchisee / Franchisor interactions from demand generation and lead intake through invoicing and collections, Franchisor's websites, telematics, including GPS, and the Call Center, to which Franchisee is required to forward any and all calls made to the Franchised Business (and all telephone numbers associated therewith) so that Franchisor can receive/route/assign these customer calls through the Business Platform as set forth more fully in this Agreement. Franchisee will be provided an email address and have access to the Business Platform through a unique login.

7.8.2 *Computer System.* Franchisor shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by Franchisee, including without limitation: (a) a compatible "back office" computer system that complies with Franchisor's standards and specifications and is capable of operating designated and Required Software as defined in Section 7.8.3; (b) Franchisor's Business Platform; (c) a custom and proprietary point of sale system (the "POS System"), if Franchisor makes such a POS System part of its proprietary operating system in the future; (d) accounting software; (e) software applications and programs; (f) printers and other peripheral hardware or devices; (g) archival back-up systems; (h) Internet access mode and speed; and (i) physical, electronic, and other security systems (collectively, the "Computer System").

7.8.3 *Required Software.* Franchisor shall have the right, but not the obligation, to develop or designate: (i) computer software programs that Franchisee must use in connection with any component of the Computer System, including Franchisor's Business Platform software (the "Required Software"), which Franchisee shall install at Franchisee's expense; (ii) updates, supplements, modifications, or enhancements to the Required Software, which Franchisee shall install at Franchisee's expense; (iii) the tangible media upon which Franchisee records data; and (iv) the database file structure of the Computer System.

7.8.4 *Compliance with Requirements.* At Franchisor's request, Franchisee shall purchase or lease, and thereafter maintain, the Computer System and, if applicable, the Required Software. Franchisee expressly agrees to strictly comply with Franchisor's standards and

specifications for all items associated with Franchisee's Computer System and any Required Software. Franchisee agrees, at its own expense, to keep its Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to Franchisee's Computer System or Required Software as Franchisor directs from time to time in writing. Franchisee agrees that its compliance with this Section 7.8.4 shall be at Franchisee's sole cost and expense.

7.8.5 *Franchisor's Access.* Franchisor may require that Franchisee's Computer System be programmed to automatically transmit data and reports about the operation of the Franchised Business to Franchisor. Franchisor shall also have the right to, at any time without notice, electronically connect with Franchisee's Computer System to monitor or retrieve data stored on the Computer System or for any other purpose Franchisor deems necessary. There are no contractual limitations on Franchisor's right to access the information and data on Franchisee's POS system and Computer System. Franchisee shall deliver to Franchisor all access codes, static internet protocol ("IP") addresses and other information to facilitate Franchisor's access to the data described in this Section 7.8 within thirty (30) days of opening the Franchised Business.

7.8.6 *Proprietary Software.* Franchisor has a proprietary interest in all databases, lists, templates, programs and any other software components that have been created and/or customized by Franchisor using the Computer System and/or Required Software (the "Proprietary Software"). In the future, Franchisor may further customize the Proprietary Software and create programs that conduct, among other things, scheduling, accounting, inventory, and related activities. Franchisee must obtain the computer hardware necessary to implement the Proprietary Software into the Franchised Business, and comply with all specifications and standards prescribed by Franchisor regarding the Proprietary Software as provided in the Operations Portal. This Proprietary Software will be Franchisor's proprietary product and the information collected therefrom will be deemed Franchisor's confidential information.

7.8.7 *Computer Network*. Franchisee is required to participate in any System-wide computer network, intranet system, or extranet system that Franchisor implements and may be required by Franchisor to use such computer network, intranet system, or extranet system to, among other things: (i) submit Franchisee's reports due under this Agreement to Franchisor on-line; (ii) view and print portions of the Operations Portal, including any updates or modifications thereto; (iii) download approved marketing materials; (iv) communicate with Franchisor and other System franchisees; and (v) to complete any initial or ongoing training, in the event Franchisor makes such training accessible through this medium. Franchisee agrees to use the facilities of any such computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that Franchisor included in the Operations Portal, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. Franchisee understands and agrees that it is solely responsible for any licensing and/or maintenance fee(s) associated with any intranet or extranet described in this Section.

7.9 **Personal Conduct**. Franchisee agrees to refrain from committing any act or pursuing any course of conduct that tends to bring Franchisor's Proprietary Marks into disrepute.

7.10 **Best Efforts**. Franchisee (or Franchisee's principals) must devote his or her personal full-time attention, skill and best efforts to the management and operation of the Franchised Business and to promote and increase the demand for the Franchisor's products and services within the Territory. In consideration of the grant of the Franchised Business, Franchisee (or Franchisee's

principals) agrees that it will not own, maintain, engage in, be employed by or have any interest in any other business other than the Franchised Business. Franchisee agrees that Franchisee may not, without the prior written consent of Franchisor, engage in any commercial activity that: (i) is not performed for the sole and direct benefit of the Franchised Business; (ii) may benefit or promote any other business; or (iii) may be injurious to the Franchised Business or the goodwill associated with the Proprietary Marks and System. Franchisee acknowledges that Franchisee's (or Franchisee's principals') violation of the terms in this Section 7.10 will be a material breach of this Agreement, and Franchisor may terminate this Agreement with notice and without an opportunity to cure. The foregoing remedy shall be in addition to any other legal or equitable remedies that the Franchisor may possess.

7.11 **Telephone and Email Access.** Franchisor reserves the right to procure and supply all telephone numbers and email addresses associated with the Franchised Business.

7.12 **Payment of Debts**. Franchisee is solely responsible for: selecting, retaining and paying Franchisee's employees; the payment of all invoices for the purchase of goods and services used in connection with operating the Franchised Business; and determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the conduct of the Franchised Business. Franchisee agrees to pay all current obligations and liabilities to suppliers, lessors, and creditors on a timely basis. Franchisee agrees to indemnify Franchisor in the event that Franchisor is held responsible for debts owed by Franchisee if Franchisor elects to pay any of Franchisee's obligations in order to preserve the relationship between System suppliers and System franchisees. Franchisee agrees to make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, personal property and real estate taxes arising from Franchisee's operation of the Franchised Business. Franchisee agrees to indemnify Franchisor in the event that Franchisor is held responsible for these taxes.

7.13 **Compliance with Applicable Laws.** Franchisee must comply with all applicable federal, state and local laws, ordinances and regulations regarding the operation of the Franchised Business (including, without limitation, all government regulations relating to occupational hazards and health, trademark and copyright infringement, fair marketing laws, consumer protection, trade regulation, workers' compensation, unemployment insurance, withholding and payment of Federal and State income taxes and social security taxes and sales, use and property taxes, and the applicable provisions of the Americans with Disabilities Act ("ADA") regarding the construction, design and operation of the Franchised Business). Franchisee will have sole authority and control over the day-to-day operations of the Franchised Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates.

7.14 **Trade Secrets and Confidential Information**. Franchisee and all of its employees must maintain the confidentiality of all Confidential Information as set forth in Section 5 of this Agreement.

7.15 **Image**. Franchisee acknowledges that Franchisor has developed the System to offer and sell products and services which will distinguish the Franchised Business from other environmental service businesses that offer similar products and services valued at different prices

and with less attention paid to product quality and customer service. Franchisee agrees to offer products and services and to conduct the Franchised Business in such a manner which will serve to emulate and enhance the image Franchisor intended for the System. Franchisee further acknowledges and agrees that each aspect of the System is important not only to Franchisee, but also to Franchisor and to other System franchisees in order to maintain the highest operating standards, achieve System-wide uniformity and increase the demand for the products sold and services rendered by System franchisees. Franchisee agrees to comply with the standards, specifications and requirements Franchisor set forth in order to uniformly convey the distinctive image of a MowBot franchised business. Franchisee shall, in the operation of the Franchised Business, use only displays, bags, labels, forms, stationery and other products Franchisor designates that are imprinted with the Proprietary Marks and colors, as prescribed from time to time by Franchisor.

7.16 **Pending Actions.** Franchisee shall notify Franchisor, in writing, within five (5) days of the commencement of any action, suit or proceeding and the issuance of any order, suit or proceeding of any court, agency or other government instrumentality, including the receipt of any notice or citation, which may adversely affect the operation or financial condition of Franchisee or the Franchised Business.

7.17 **Standard Maintenance and System Conformity.** Franchisee agrees to repair, refinish, replace, and/or otherwise refurbish the Franchised Business's Computer System, POS System, Required Software, vehicle(s), equipment, tools and the Approved Location's furnishings, fixtures, decor, and any other tangible part or property of the Franchised Business at Franchisee's sole expense at such times as Franchisor may reasonably direct. Franchisor has the right to direct Franchisee to remodel, re-equip, and otherwise refurbish the Approved Location in the manner necessary to bring it into conformance with other franchises of the type Franchisor's franchisees are opening at the time of such direction. If at any time, in Franchisor's judgment, the general state of repair or the appearance of the premises of the Approved Location or its vehicles or equipment, does not meet Franchisor's standards, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct such deficiency. If Franchisee fails or refuses to initiate within fifteen (15) days after receipt of such notice Franchisor shall have the right, in addition to all other remedies, to enter upon the premises of the Approved Location and affect such maintenance on behalf of Franchisee, and Franchisee shall pay the entire costs thereof on demand.

7.18 **Customer Service**. Franchisee must comply with any standards, specifications or methodologies that Franchisor establishes in the Operations Portal or otherwise in writing regarding customer service requirements, warranties on any Approved Products or Services offered or sold by the Franchised Business, refund policies and other standards and specifications.

8 TRAINING

8.1 **Initial Training Program**. Franchisor will provide Franchisee (or one of Franchisee's principal owners if Franchisee is a business entity) and up to one (1) additional representative that Franchisee designates with Franchisor's then-current initial training program (the "Initial Training Program") tuition-free, subject to the availability and schedule of Franchisor's training personnel. Franchisee must attend and successfully complete the Initial Training Program to Franchisor's satisfaction at Franchisor's corporate headquarters (the "Home Office"), or other location that Franchisor designates, prior to commencing operations of the Franchised Business. The Initial Training Program lasts up to five (5) days, and Franchisee will be solely responsible for costs and expenses Franchisee and its representative(s) incur in connection with attending the Initial Training Program, including travel, lodging, meals or any wages incurred for Franchisee's employees. In the event Franchisor permits Franchisee to employ a Designated Manager (as defined

in this Agreement), such Designated Manager must attend and complete the Initial Training Program to Franchisor's satisfaction prior to commencing any managerial duties of the Franchised Business.

8.1.1 *Timing for Completion.* Franchisee and its designated trainees must participate in and complete the Initial Training Program to Franchisor's satisfaction prior to opening the Franchised Business and within one hundred eighty (180) days from the date this Agreement is fully executed. In the event Franchisee does not complete the Initial Training Program to Franchisor's satisfaction, then Franchisor may terminate this Agreement.

8.1.2 *Additional Employees.* In the event Franchisee wishes for more than one (1) additional person to participate in the Initial Training Program (other than Franchisee or Franchisee's partner or principal shareholder), Franchisor may provide the Initial Training Program to such additional persons, subject to the availability of Franchisor's personnel, and charge Franchisee its then-current training tuition fee. All training related expenses for Franchisee's additional personnel, including transportation to and from the training site, lodging, meals, and salaries during training, are Franchisee's sole responsibility.

8.1.3 *Replacement Personnel*. In the event Franchisee or Franchisee's employee fails to complete the Initial Training Program to Franchisor's satisfaction, the respective person may repeat the course, or, in the case of an employee, Franchisee may send a replacement (the "Replacement Personnel") to the next available training session. Franchisor may charge its then-current training tuition fee for such Replacement Personnel to attend the Initial Training Program. Failure by Franchisee, an employee or any Replacement Personnel to complete the initial training program to Franchisor's satisfaction within the time period prescribed in this Agreement shall constitute default of this Agreement and Franchisor may terminate the Agreement.

8.1.4 *Employee Training*. Franchisee must ensure that any and all employees of the Franchised Business that do not attend the Initial Training Program are properly trained to perform their respective duties in connection with the Franchised Business prior to such employee(s) undertaking these duties.

8.1.5 *Training Materials.* Franchisor will provide Franchisee with training materials for Franchisee to use in training Franchisee's personnel. Only Franchisor's provided training materials may be used by Franchisee in training Franchisee's personnel. Updated training materials may be available to Franchisee in the Operations Portal or by other means in Franchisor's sole discretion. All training materials provided to Franchisee by Franchisor shall at all times remain Franchisor's property, and Franchisee agrees not to challenge Franchisor's or Franchisor's affiliates' title or rights in or to the training materials. Franchisee may not make any disclosure, duplication or other unauthorized use of any portion of the training materials.

8.2 **Additional and Remedial Training.** Franchisor may conduct, and require Franchisee, Franchisee's Designated Manager (if applicable), estimators, installers, and other employees to attend additional and/or refresher training courses that Franchisor develops for the benefit of the System, as Franchisor deems advisable in its sole discretion. Franchisee will be solely responsible for any and all expenses associated with such training (including travel, lodging, meals, and employee wages incurred). Additional and/or refresher training may take place at Franchisor's Home Office or any other location that Franchisor designates. Franchisor will provide Franchisee with thirty (30) days' notice of any upcoming additional or refresher training that Franchisee is required to attend.

8.3 **Reasonable Training and Assistance Requests**. Upon Franchisee's written

request, Franchisor may provide Franchisee with additional training and/or assistance, as Franchisor deems necessary in its sole discretion, subject to the availability and schedules of Franchisor's personnel. Franchisor may charge Franchisee its then-current tuition fee for any training or assistance that Franchisor provides at Franchisee's request, and Franchisee is solely responsible for any expenses and costs incurred: (i) by Franchisee and its representatives in connection with attending such additional training; and (ii) by Franchisor in connection with providing such training or assistance, whether at the Home Office or on-site at Franchisee's Approved Location or within the Territory. Additional assistance may be provided by Franchisor over the phone, via email or Franchisor's Operations Portal.

9 INSURANCE

9.1 **General**. Franchisee must maintain, at Franchisee's expense, in full force and effect throughout the term of this Agreement, the types of insurance and the minimum policy limits specified in the Operations Portal. In determining and modifying such requirements, Franchisor agrees to use reasonable business judgment and only require such insurance and minimum policy limits that are reasonable and customary in the lawn and garden care services industry. The insurance policy or policies must be in effect at least thirty (30) days prior to opening the Franchised Business or upon signing a lease agreement for the premises of the Franchised Business. The insurance policy or policies must protect Franchisee, Franchisor, and Franchisor's respective, past, present, and future officers, directors, owners, managers, members, stockholders, affiliates, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage or expense whatsoever arising out of or occurring upon or in connection with the condition, operation, use, or occupancy of the Franchised Business. Franchisee shall have MowBot, Inc. as an additional insured under each policy, except for policies required by statute in Franchisee's jurisdiction, including, but not limited to, workers' compensation and employer's liability insurance policies. Franchisor reserves the right to amend, modify, and/or supplement additional types of coverage and/or increase the required minimum amount of coverage upon providing Franchisee reasonable notice through the Operations Portal or otherwise in writing by Franchisor. Franchisee's obligation to obtain coverage is not limited in any way by insurance that Franchisor maintains. Upon Franchisor's request or as specified in the Operations Portal, Franchisee shall provide Franchisor with certificates of insurance evidencing the required coverage and any other documentation in connection therewith.

9.2 **Insurance Rating, Approval, and Certification.** All insurance carriers must be approved by Franchisor in advance and in writing. All insurance policies must be issued by insurance companies with a rating of A-VII or better as reported in the most recent edition of A.M. Best's Insurance Report. Franchisor's acceptance of an insurance carrier does not constitute Franchisor's representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. Franchisee agrees to carry such insurance as may be required by the lease of the Approved Location or by any of Franchisee's lenders or equipment lessors, and such workers' compensation insurance as may be required by applicable law. Franchisee must deliver a certificate of insurance to Franchisor at least twenty (20) days prior to opening the Franchised Business and ten (10) days prior to any renewal of the required policies, as evidence that all insurance requirements have been met. All insurance policies held by Franchisee will be primary to any policy or policies held by Franchisor or its affiliates.

~~9.3~~ **Designees**. All liability policies will list Franchisor as an additional insured except the Employment Practices Liability policy where Franchisor~~we~~ will be named as Co-Defendant. The Commercial General Liability policy shall contain a waiver of subrogation in favor of Franchisor and any parties Franchisor designates, and will be primary and non-contributory to any insurance Franchisor~~we~~

9.3 might carry. Franchisor reserves the right to modify required insurance coverage during the course of Franchisee's agreement based on changes in risk factors for which Franchisee will comply with upon written notice from Franchisor.

9.4 **Claims Cancellation.** Franchisee must provide Franchisor with copies of any insurance claims or insurance cancellations within twenty-four (24) hours of Franchisee's receipt of said claims or cancellations. Franchisee has a twenty-four (24) hour opportunity to cure any lapses in insurance coverage. No insurance policy must be subject to cancellation, termination, non-renewal or material modification, except upon at least thirty (30) calendar days' prior written notice from the insurance carrier to Franchisor. Franchisee must submit a certification of insurance which demonstrates compliance with this Section 9.

9.5 **Failure to Maintain Insurance.** If Franchisee fails to comply with the minimum insurance requirements set forth herein, Franchisor has the right to obtain such insurance and keep same in force and effect and Franchisee shall pay Franchisor, on demand, the premium cost thereof and a reasonable administrative fee for the costs incurred in connection with Franchisor obtaining the insurance.

9.6 **Modification of Requirements.** Franchisor has the right to increase or otherwise modify the minimum insurance requirements upon thirty (30) days' prior written notice to Franchisee, and Franchisee shall comply with any such modification within the time specified in said notice.

10 FINANCIAL RECORDS AND REPORTS

10.1 **Reporting.** Franchisee must maintain, for at least ten (10) fiscal years from their preparation, full, complete accurate records of all sales, marketing activities, contracts, estimates, authorizations, receipts, payroll and accounts payable and any other documents and records used in connection with the Franchised Business, in accordance with the standard accounting system described by the Franchisor in the Operations Portal or otherwise specified in writing. Franchisee must also provide Franchisor with complete financial records for the operation of the Franchised Business as described in this Section 10.1 in accordance with generally accepted accounting principles.

10.1.1 Franchisee will, at its expense, submit to the Franchisor within sixty (60) days of the end of each calendar year of the Franchised Business during the term of this Agreement, a complete financial statement for the said calendar year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with such other information in such form as the Franchisor may require.

10.1.2 Each financial statement shall be signed by Franchisee or by an individual authorized by the Franchisee, attesting that the statement is true and correct and prepared in accordance with the Franchisor's requirements.

10.1.3 Franchisee must also provide Franchisor with access to the information generated by any software Franchisor requires Franchisee to use in connection with its bookkeeping and other accounting obligations under this Agreement, including QuickBooks and Franchisor's eCCM software provider.

10.1.4 Franchisee shall provide Franchisor any other data, information and supporting records that Franchisor designates from time to time, including any and all reports set

forth in the Operations Portal.

10.2 **Tax Returns.** In addition to the information and materials set forth in Section 10.1, Franchisee agrees to maintain, and furnish to Franchisor within thirty (30) days of filing: (i) complete copies of all federal, state and local tax returns, including those detailing income, sales, value added, use and service taxes, as well as employee withholding, workers' compensation, and similar reports filed by Franchisee reflecting financial activities of the Franchised Business; and (ii) Franchisee's (or Franchisee's principals') personal federal, state and local tax returns.

10.3 **Right to Disclose Information.** Franchisor has the right to disclose data derived from the reports Franchisee furnishes.

11 BOOKS AND RECORDS

11.1 **Records and Audits**. Franchisee must maintain accurate business records, reports, accounts, books and data relating to the operation of the Franchised Business. Franchisor and Franchisor's designees have the right to inspect and/or audit Franchisee's business records at any time during normal business hours, to determine whether Franchisee is current with suppliers and otherwise operating in compliance with the terms of this Agreement and the Operations Portal. Moreover, Franchisee must also provide Franchisor with access to the information generated by any software Franchisor requires Franchisee to use in connection with its bookkeeping and other accounting obligations under this Agreement, including QuickBooks and Franchisor's e-CCM software provider. If any audit reveals that Franchisee has understated Franchisee's financial information, including but not limited to Royalty or Brand Development Fee payments, by more than two percent (2%), or if Franchisee has failed to submit timely reports and/or remittances for any two (2) reporting periods within any twelve (12) month period, Franchisee must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent Franchisor incurs such costs), together with amounts due for royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under this Agreement.

11.2 **Corporate or Limited Liability Company Franchisee Records**. If Franchisee becomes a corporation, limited liability company or other business entity either prior to executing this Agreement, or at any time during the term of this Agreement, the following requirements, when applicable, shall apply:

11.2.1 Copies of Franchisee's Articles of Incorporation or Charter, minutes of the annual meeting, by-laws and other governing documents, and any amendments thereto, copies of initial shareholder certificates and Shareholder Agreements, if any, and the Resolutions of the Board of Directors authorizing entry into this Agreement as required by the Franchisor and as set forth in the Operations Portal shall be promptly furnished to Franchisor.

11.2.2 Franchisee shall maintain a current list of all owners or members of record and all beneficial owners of any class of stock of Franchisee and shall furnish such list to Franchisor annually.

11.2.3 All members with or shareholders of Franchisee shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of a Personal Guaranty in a form approved by the Franchisor (see Exhibit "A" to this Agreement). All members

and/or shareholders shall also be individually subject to the non-disclosure and confidentiality provisions as set forth in this Agreement, as well as any and all in-term and post-term restrictive covenants. However, the requirements of this subsection shall not apply to any corporation registered under the Securities Exchange Act of 1934 (hereinafter known as a "Publicly Held Corporation").

11.2.4 The majority equity owner in the entity that becomes the Franchisee must complete the Initial Training Program and all other training required by the Franchisor and work directly in the day-to-day operations of the business and devote his or her personal full-time attention, skill and best efforts to the management and operation of the Franchised Business, unless Franchisor agrees otherwise in writing.

11.2.5 All issued and outstanding stock certificates of such corporation shall bear the following legend:

EXAMPLE: "Transfers of these shares is subject to certain restrictions contained in a Franchise Agreement between_____and MowBot, Inc., dated_____.

12 ADVERTISING

Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotion programs to further the goodwill and public image of the System, the parties agree as follows:

12.1 **Generally**. With regard to advertising generally for the Franchised Business, Franchisee will only use or display the advertising materials Franchisor approves in writing. If Franchisee wishes to use any advertising or promotional materials other than those currently approved for use by System franchisees, then Franchisee must submit Franchisee's proposed materials to Franchisor for approval at least thirty (30) days prior to its intended use. Franchisor will use commercially reasonable efforts to notify Franchisee of Franchisor's approval or disapproval of the proposed materials within fifteen (15) days of the date such materials are received. If Franchisee does not receive Franchisor's written approval within fifteen (15) days, proposed materials shall be deemed disapproved. All advertising must prominently display the Proprietary Marks and will comply with any standards for use of the Proprietary Marks that Franchisor establishes, as set forth in the Operations Portal or otherwise in writing. Franchisor may require Franchisee to discontinue the use of any advertising or marketing material, within time frames prescribed by Franchisor, at Franchisee's sole cost and expense.

12.2 **Internet Website**. Franchisee must have and maintain adequate hardware and software in order to access the Internet at the bit speed Franchisor requires from time to time. Franchisee is prohibited, however, from establishing any website or other presence on the Internet, except as provided herein. Franchisor may unilaterally modify the provisions of this Section 12.2 from time to time in its sole discretion.

12.2.1 Franchisor may, but is not obligated to, establish an Internet website that provides information about the System and the products and services offered by franchised businesses. In the event Franchisor exercises its right to create such a website, Franchisor shall have sole discretion and control over the website (including timing, design, content and continuation).

12.2.2 Franchisor may, but is not obligated to, create interior pages on its website(s) that contain information about Franchisee's Franchised Business and other franchised

businesses. If Franchisor does create such pages, Franchisor may require Franchisee to prepare all or a portion of the page for Franchisee's Franchised Business, at Franchisee's expense, using a template that Franchisor provides. All such information will be subject to Franchisor's approval prior to posting.

12.2.3 Except as approved in advance in writing by Franchisor, Franchisee must not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Franchised Business, including any profile on Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, Snapchat, or any other social media and/or networking site. If such approval is granted by Franchisor, Franchisee must: (i) establish and operate such site or page in accordance with System standards and any other policies Franchisor designates in the Operations Portal or otherwise in writing from time to time; and (ii) utilize any templates that Franchisor provides to Franchisee to create and/or modify such site(s).

12.2.4 Franchisor may use a portion of the Brand Fee to pay or reimburse itself for the costs incurred in connection with the development, maintenance and update of its website.

12.2.5 Franchisee acknowledges that Franchisor and/or Franchisor's affiliates are the lawful, rightful and sole owner of the Internet domain name www.mowbot.com, as well as any other Internet domain names registered by Franchisor and/or Franchisor's affiliates, and unconditionally disclaims any ownership interest in such Internet domain names and any Internet domain names similar thereto. Franchisee agrees not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by Franchisor or Franchisor's affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words.

12.3 **Brand Fund**. Franchisor has established a Brand Fund for the common benefit of System franchisees. Franchisor requires Franchisee to participate in and contribute monthly three percent (3%) of the Franchised Business's Gross Revenues to the Brand Fund. Franchisee must pay the Brand Fund contributions directly to the Brand Fund, deducted at the earliest of each transaction but no later than the twentieth (20th) day of the following month, via EFT on a monthly basis on or before the twentieth (20th) day of each month based on the Gross Revenue generated during the preceding calendar month. Franchisor reserves the right to modify the frequency, manner, or method of payment upon providing reasonable notice to Franchisee.

12.3.1 Franchisor will use the Brand Fund, in Franchisor's sole discretion, to develop, produce and distribute national, regional and/or local advertising and to create advertising materials and public relations programs which promote, in Franchisor's sole judgment, the services offered by System franchisees. Franchisor has the sole right to determine contributions and expenditures from the Brand Fund, or any other advertising program, and sole authority to determine, without limitation, the selection of the advertising materials and programs, provided, however, that Franchisor will make a good faith effort to expend the Brand Fund in the general best interests of the System on a national or regional basis. Franchisor may use the Brand Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including: the cost of preparing and producing Internet, television, radio, magazine and newspaper advertising campaigns; the cost of direct mail and outdoor billboard advertising; the cost of public relations activities and advertising agencies; the cost of developing and maintaining an Internet website; personnel and other departmental costs for advertising that Franchisor internally administers or prepares; and the costs of building partnerships with national or regional brands. Nevertheless, Franchisee acknowledges that not all System franchisees will benefit directly or on a pro rata basis

from such expenditures. The Brand Fund will not be used for the direct solicitation of franchise sales, but Franchisor reserves the right to include a notation in any advertisement indicating "Franchises Available". Franchisor also reserves the right to use the Brand Fund for public relations or recognition of the MowBot brand.

12.3.2 Franchisor may periodically assist franchises to maintain high quality standards through customer surveys, customer interviews, and other similar initiatives ("Surveys"). The cost of such programs will be borne by the Brand Fund. The cost of these programs may be charged directly to Franchisee if Franchisee's results from a Survey fall below System established minimum standards for such Surveys.

12.3.3 Franchisor has the right to reimburse itself from the Brand Fund for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the direction and implementation of the Brand Fund.

12.3.4 In Franchisor's sole discretion, units owned and operated by Franchisor or its affiliates may, but are not obligated to, contribute to the Brand Fund. Franchisee acknowledges that the use of the Brand Fund or other advertising funds or accounts and the expenditures made thereby, may benefit Franchisor and its units, even though the units operated by Franchisor or its affiliates may or may not contribute to the Brand Fund or other advertising funds or accounts.

12.3.5 Franchisor will prepare on an annual basis, and will have available for Franchisee within one hundred twenty (120) days of the end of the fiscal year, a statement of contributions and expenditures for the Brand Fund. The statement will be presented to Franchisee upon Franchisee's written request. The Brand Fund is not required to be independently audited.

12.3.6 Franchisor has the right to require that an advertising cooperative and/or franchisee advisory council be formed, changed, dissolved or merged.

12.3.7 Franchisor assumes no obligation or liability to Franchisee with respect to the maintenance, direction or administration of the Brand Fund or any other advertising funds or accounts maintained in connection with this Agreement, except as expressly set forth in this Section. Franchisor also has the right to cause the Brand Fund to be incorporated or operated through a separate entity at such time as Franchisor deems appropriate, and such successor entity will have all of the rights and duties specified herein.

12.3.8 Franchisee acknowledges that the Brand Fund is not a trust or an asset of Franchisor and that Franchisor is not a fiduciary to Franchisee with respect to, or a trustee of, the Brand Fund or the monies therein.

12.3.9 Franchisor may suspend or terminate the Brand Fund at any time, and any surplus funds may only be used for marketing and advertising purposes until fully expended.

12.4 **Regional Advertising and Promotional Cooperative**. Franchisor may, in Franchisor's discretion, designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Franchised Business. If a Cooperative is established applicable to the Franchised Business, Franchisee must participate in the Cooperative. Cooperative contributions will be credited towards the Local Advertising Requirement discussed in Section 12.5 below. The following provisions will apply to each Cooperative:

12.4.1 Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, approved in advance by Franchisor;

12.4.2 Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized advertising materials for use by the members in local marketing;

12.4.3 No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without Franchisor's prior approval. All such plans and materials must be submitted to Franchisor in accordance with the procedure set forth in Section 12.1 hereof;

12.4.4 Each Cooperative will have the right to require its members to make contributions to the Cooperative in such amounts as determined by the Cooperative; however, the Cooperative may, by a two-thirds majority vote of its members, require a Cooperative contribution in excess of the Local Advertising Requirement;

12.4.5 Each member franchisee must submit to the Cooperative its respective contribution together with such other statements or reports as Franchisor may require or as may be required by the Cooperative with Franchisor's approval;

12.4.6 Franchisor may grant to Franchisee, in its sole discretion, an exemption for any length of time from the requirement of membership in a Cooperative, upon written request from Franchisee stating reasons supporting such exemption. Franchisor's decision concerning such request for exemption will be final; and

12.4.7 Franchisor will have the power to require any Cooperative to be formed, changed, dissolved, or merged at any time.

12.5 **Local Advertising**.

12.5.1 *Local Advertising Fee.* In addition to the Brand Fund described above in Section 12.3, Franchisee shall expend 3% of Gross Revenue for advertising and promotional programs or materials that Franchisor approves within the Territory (the "Local Advertising Requirement"). Franchisee must submit to Franchisor upon request, a report detailing their local advertising expenditures. Franchisor also has the right to review Franchisees books and records to determine these expenditures. Franchisor must approve all advertising and promotional materials prior to its use or distribution. All phone numbers used in local advertising by the Franchised Business of any form must be forwarded to Franchisor's call center.

12.5.2 *Non-Approved Advertising Products.* For any other advertising that Franchisee may wish to use, other than those currently approved for use by System franchisees, proposed advertising materials must be submitted to Franchisor for prior written approval at least 30 days prior to the intended use or publication of such materials. Franchisor will use commercially reasonable efforts to notify Franchisee of approval or disapproval of proposed materials within 15 days of the date of receipt. If written approval is not provided to Franchisee during that time period, the proposed materials shall be deemed disapproved. Once approved, you may use the materials unless approval is withdrawn or revoked, which we may be done at any time with written notice. All advertising must

prominently display the Proprietary Marks and must comply with any established standards as specified in the Operations Portal or in any other writing. Franchisee may be required to discontinue using any advertising or marketing material within a specified time frame, and at Franchisee's sole expense.

12.6 **Advisory Council**. A MowBot Advisory Council ("Advisory Council") may be established. Elected franchisee(s) must participate actively in the Advisory Council as Franchisor designates, and participate in all Advisory Council meetings approved by Franchisor. Franchisor reserves the right to prepare and amend the governing documents for the Advisory Council from time to time, in its sole discretion, at any time. Franchisor, in its sole discretion, will determine the topic areas to be considered by the Advisory Council. The purposes of the Advisory Council shall include, but are not limited to, exchanging ideas and problem-solving methods, advising Franchisor on expenditures for System-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time to time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by Franchisor. The Advisory Council shall act in an advisory capacity only. Franchisor will have the right to form, change, or dissolve any Advisory Council at any time in its sole discretion.

13 INDEPENDENT CONTRACTOR; INDEMNIFICATION

13.1 **Independent Contractor Status**. Franchisee is an independent contractor responsible for full control over the internal management and daily operation of the Franchised Business, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. Franchisee may not act or represent itself, directly or by implication, as Franchisor's agent, partner, employee or joint venture partner, and Franchisee may not incur any obligation on Franchisor's behalf or in Franchisor's name. All stationery, business cards and contractual agreements entered into by Franchisee shall contain Franchisee's corporate or fictitious name and a conspicuously displayed notice, in the place Franchisor designates, that Franchisee operates the Franchised Business as an independently owned and operated MowBot business, and that Franchisee independently owns and operates the Franchised Business as a System franchisee. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, nor shall Franchisor be liable by reason of any of Franchisee's acts or omissions in the operation of the Franchised Business or for any claim or judgment arising therefrom against Franchisee or Franchisor. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractors. It is understood and agreed by the parties hereto that this Agreement does not establish any fiduciary relationship between them.

13.2 **Indemnification**. Franchisee and Franchisee's principals agree to indemnify, defend and hold Franchisor, Franchisor's affiliates and their respective shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless against and to reimburse them for all claims, obligations, liabilities and damages ("Claims"), including any and all taxes, directly or indirectly arising out of, in whole or in part: (i) the operation of the Franchised Business, including the use, condition, or construction, equipping, maintenance or operation of the Franchised Business and Franchisee's advertising; (ii) the unauthorized use of the Proprietary Marks and other Proprietary Material; (iii) the transfer of any interest in this Agreement or the Franchised Business in any manner not in accordance with this Agreement; (iv) the infringement, alleged infringement, or any other

violation or alleged violation by Franchisee or any of Franchisee's principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; or (v) libel, slander or any other form of defamation of Franchisor, the System or any franchisee or developer operating under the System, by Franchisee or by any of Franchisee's principals. For purposes of this indemnification, "Claims" shall mean and include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys', attorney assistants' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not such claims exceed the amount of insurance coverage available through Franchisee to Franchisor. Franchisor shall have the right to defend any such claim against it in such manner as Franchisor deems appropriate or desirable in Franchisor's sole discretion. Such an undertaking by Franchisor shall, in no manner or form, diminish Franchisee's and each of Franchisee's principals' obligations to indemnify the Indemnities and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

14 SALE OR TRANSFER

14.1 **Transfer**. Franchisee's rights under this Agreement are personal, and Franchisee shall not sell, transfer, assign or encumber Franchisee's interest in the Franchise Business without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

14.2 **Death or Disability**.

14.2.1 *Representative's Right to Continue as Franchisee*. In the event of Franchisee's death, disability or incapacitation (or the death, disability or incapacitation of Franchisee's partners or personal guarantors), Franchisee's legal representative, or Franchisee's partner's or guarantor's respective legal representative, as applicable, will have the right to continue the operation of the Franchised Business as franchisee under this Agreement if: (i) within one hundred eighty (180) days from the date of death, disability or incapacity (the "180 Day Period"), such person (a) meets Franchisor then-current standards to become a franchisee, as described in Section 14.3.2.5, and (b) has obtained Franchisor's prior written approval and has executed Franchisor's then-current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company franchisee's obligations to Franchisor and Franchisor's affiliates; and (ii) such person successfully completes Franchisor's training program (which Franchisor will provide at Franchisor's then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to Franchisor. However, in the case of a transfer by demise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions contained in this Agreement, the personal representative of the deceased Franchisee will have a reasonable time, in Franchisor's sole discretion, which shall not exceed one hundred eighty (180) days from the date or transfer by demise or inheritance, to dispose of the deceased's interest in the Franchised Business and such disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of in the manner and time frame provided in the immediately preceding sentence, then Franchisor may terminate this Agreement.

14.2.2 *Franchised Business Operation During and After 180 Day Period.* Franchisor is under no obligation to operate the Franchised Business, or incur any obligation on behalf of any incapacitated franchisee, during or after the 180 Day Period. If necessary, Franchisee

(or Franchisee's legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Franchised Business during the 180 Day Period. In the event of Franchisee's death, disability, absence or otherwise, Franchisor may (but is not required to) operate Franchisee's Franchised Business on Franchisee's behalf and at Franchisee's expense for such period of time (and under such terms and conditions) as Franchisor determines, including paying out the assets and/or revenues of the Franchised Business to cover any or all past, current and/or future obligations of the Franchised Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines from time-to-time in Franchisor's sole and absolute discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor's management services and other costs. Franchisor may obtain approval of a court or arbitrator for any such arrangements, the attorneys' fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Franchised Business. Franchisee (and/or Franchisee's estate) will indemnify Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Franchised Business.

14.3 **Ownership Changes**. A sale, transfer or assignment requiring Franchisor's prior written consent shall be deemed to occur: (i) if Franchisee is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Franchisee's voting stock or any increase in the number of outstanding shares of Franchisee's voting stock which results in a change of ownership, (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Franchisee is a limited liability company, upon the assignment, sale, pledge or transfer or any interest in the limited liability company. Any new partner, shareholder, or member or manager will be required to personally guarantee Franchisee's obligations under this Agreement. A transfer pursuant to (i) and (iii) above shall not be subject to Franchisor's right of first refusal as set forth in Section 14.3.1.

14.3.1 *Right of First Refusal.* If Franchisee proposes to transfer either this Agreement or all, or substantially all, of the assets used in connection with the Franchised Business or any interest in Franchisee's lease to any third party (other than a corporation or limited liability company as set forth in Section 14.4 hereof), Franchisee shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 14.3.2 hereof. Franchisee shall a~~e~~ffect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section 14.3.1. Any material change in the terms of the offer shall be deemed a new proposal subject to Franchisor's right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner, shareholder, or member, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal. In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by Franchisor at Franchisor's expense, and the appraiser's determination shall be binding.

14.3.2 *Conditions for Approval*. Franchisee shall notify Franchisor in writing of any proposed transfer of this Agreement, any direct or indirect interest in Franchisee, or in all or substantially all of the assets of the Franchised Business, at least thirty (30) days before such transfer is proposed to take place. Franchisor may condition Franchisor's approval of any proposed sale or transfer of the Franchise Business or of Franchisee's interest in this Agreement upon satisfaction of the following occurrences:

14.3.2.1 All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated/approved suppliers and vendors, are satisfied;

14.3.2.2 Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, Franchisor's designated/approved suppliers and vendors, within the period permitted for cure and have substantially complied with such agreements during their respective terms;

14.3.2.3 Franchisee and Franchisee's principals (if Franchisee is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and officers, directors, shareholders and employees, in their corporate and individual capacities; provided, however, the release shall not be inconsistent with any applicable state statute regulating franchising;

14.3.2.4 That the transferor and transferee have executed a mutual general release, relieving all claims against each other, excluding only such claims relating to any provision or covenant of this Agreement which imposes obligations beyond the expiration of this Agreement;

~~14.3.2.4~~14.3.2.5 Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to faithfully perform all of Franchisee's obligations under this Agreement;

~~14.3.2.5~~14.3.2.6 The transferee shall demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business or chain which is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee of Franchisor~~ours~~;

~~14.3.2.6~~14.3.2.7 That, at Franchisor's option, the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) either: (i) enter into a written assignment, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement; or (ii) execute Franchisor's then-current franchise agreement, and will receive a full then-current initial term for a franchisee, which term will commence on the date the transferee executes the then-current Franchise Agreement;

~~14.3.2.7~~ Franchisee shall pay Franchisor a transfer fee equal to ~~ten percent (10%) of Franchisor's then-current Initial Franchise Fee per MowBot Business that is being~~five thousand dollars ($5,000) (the "Transferor Fee") and any applicable broker fees.

14.3.2.8 ~~transferred to transferee, (the "Transferor Fee").~~ In the event Franchisee transfers multiple MowBot Businesses at once, Franchisor reserves the right, but not the obligation, in Franchisor's sole discretion, to reduce the Transferor for any of the MowBot Businesses being transferred, by any amount;

~~14.3.2.8~~14.3.2.9 If transferee is not already an existing and operating MowBot franchisee, then transferee shall pay Franchisor: (i) a transfer fee equal to twenty-five thousand dollars ($25,000); plus (ii) an Opening Assistance Fee equal to five thousand dollars ($5,000), (the "Transferee Fee"). However, if transferee is already an existing MowBot franchisee, then transferee shall pay Franchisor: (a) a transfer fee equal to five thousand dollars ($5,000); plus (b) an Opening Assistance Fee equal to two thousand five hundred dollars ($2,500);

~~14.3.2.9~~14.3.2.10 The transferee shall satisfactorily complete Franchisor's training program at the transferee's expense within the time frame Franchisor sets forth;

~~14.3.2.10~~14.3.2.11 Franchisee (and Franchisee's principals if Franchisee is a partnership, corporation or limited liability company), and the members of their respective families must comply with the post-termination provisions of this Agreement;

~~14.3.2.11~~14.3.2.12 The transferee must obtain, within the time limits set by Franchisor, and maintain thereafter, all permits and licenses required for the operation of the Franchised Business;

~~14.3.2.12~~14.3.2.13 To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;

~~14.3.2.13~~14.3.2.14 The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

~~14.3.2.14~~14.3.2.15 Franchisee must c~~i~~nsure that all projects in progress at the time of the transfer will be continued without interruption, and the transferee must promptly notify all current customers of the change in ownership;

~~14.3.2.15~~14.3.2.16 The purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Franchised Business and performance under its franchise agreement;

~~14.3.2.16~~14.3.2.17 Franchisee must request that Franchisor provide the prospective transferee with Franchisor's current form of disclosure document and Franchisor shall not be liable for any representations not included in the disclosure document;

~~14.3.2.17~~14.3.2.18 Franchisor's approval of the transfer shall not constitute a waiver of any claims Franchisor may have against the transferring party;

~~14.3.2.18~~14.3.2.19 Franchisor shall have the right to disclose to any prospective transferee such revenue reports and other financial information concerning Franchisee and Franchisee's Franchised Business as Franchisee has supplied Franchisor hereunder; and

~~14.3.2.19~~14.3.2.20 In any event, Franchisor may withhold or condition Franchisor's consent to any transfer as Franchisor deems appropriate based on the circumstances of the transfer or otherwise.

~~14.4~~14.3 **Transfer to a Corporation or Limited Liability Company**. If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the transfer fees set forth in Sections 14.3.2.7 and 14.3.2.8, and such assignment will not be subject to Franchisor's right of first refusal in Section 14.3.1:

14.4.1 The corporation or limited liability company is newly organized and its activities are confined to operating the Franchised Business;

14.4.2 Franchisee is, and at all times remains, the owner of at least fifty-one percent (51%) of the outstanding shares of the corporation or a controlling interest in the limited liability company;

14.4.3 The corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder;

14.4.4 All stockholders of the corporation, or members and managers of the limited liability company, as applicable, must execute Franchisor's prescribed form of personal guaranty; and

14.4.5 At Franchisor's request, Franchisee will furnish true and correct copies of all documents and contracts governing the rights, obligations, and powers of Franchisee's owners and agents (such as articles of incorporation or organization and partnership, operating or shareholder agreements and similar documents).

14.5 **Franchisor's Right to Transfer**. Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

15 BREACH AND TERMINATION

15.1 **Automatic Termination**. This Agreement shall automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

15.1.1 *Voluntary Bankruptcy.* If Franchisee makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Franchised Business.

15.1.2 *Involuntary Bankruptcy.* If proceedings are commenced to have Franchisee adjudicated bankrupt or to seek Franchisee's reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for Franchisee or the Franchised Business without Franchisee's consent, and the appointment is not vacated within 60 days.

15.1.4 *Loss of Premises*. If Franchisee loses the right to occupy the premises or operate the Franchised Business from the Approved Location.

15.2 **With Notice and Without Opportunity to Cure**. Franchisor has the right to terminate this Agreement upon notice without providing Franchisee an opportunity to cure for any of the following breaches or defaults:

15.2.1 *Criminal Acts.* If Franchisee or Franchisee's principals are convicted of or plead guilty or no contest to a felony or other offense related to the operation of the Franchised Business or that Franchisor believes, in its sole discretion, is likely to have an adverse effect on the Proprietary Marks or the goodwill associated therewith.

15.2.2 *Fraud.* If Franchisee or Franchisee's principals commit any fraud or misrepresentation in the operation of the Franchised Business, including but not limited to, any misrepresentation made in Franchisee's franchise application.

15.2.3 *Other Actions.* If Franchisee or Franchisee's principals, including any shareholder, member, guarantors or agents, engage in activity or conduct which materially impairs that goodwill associated with the System or the Proprietary Marks and fails to cease and correct such activities or conduct within twenty-four (24) hours of Franchisee's receipt of written notice of a breach under this Section.

15.2.4 *Misrepresentation.* If Franchisee or Franchisee's principals make any misrepresentation or omission in connection with Franchisee's franchise application, including but not limited to any financial misrepresentation.

15.2.5 *Failure to Complete Training.* If Franchisee (and/or Franchisee's Designated Manager, if applicable) fails to complete the Initial Training Program as provided in Section 8.

15.2.6 *Repeated Breaches.* If Franchisor sends Franchisee two (2) or more written notices to cure pursuant to Sections 15.3 or 15.4 hereof in any 12-month period, regardless of whether the defaults set forth in the notices were subsequently cured.

15.2.7 *Breach of Other Agreements.* If Franchisee or Franchisee's principals materially breach any other agreement with Franchisor or any of Franchisor's affiliates, or threaten any material breach of any such agreement, or any lease for the Approved Location, and fails to cure such breach within any permitted period for cure.

15.2.8 *Misuse of the Proprietary Marks or Confidential Information*. If Franchisee or Franchisee's principals violate any provision hereof pertaining to Proprietary Marks or Confidential Information or misuse the Proprietary Marks or Confidential Information.

15.2.9 *Discloses Confidential Information or Trade Secrets*. If Franchisee or Franchisee's principals disclose or divulge the contents of the Operations Portal, or any other Confidential Information or Trade Secret provided to Franchisee by the Franchisor or any of its affiliates to any third party;

15.2.10 *Violation of Law.* If Franchisee violates any law, ordinance or regulation or operates the Franchised Business in a manner that presents a health or safety hazard to customers, or the general public.

15.2.11 *Violation of In-term Restrictive Covenant.* If Franchisee violates the in-term restrictive covenant contained in Section 17.1, or any of the other restrictive covenants set forth in this Agreement.

15.2.12 *Liens.* If a levy of writ of attachment or execution or any other lien is placed against Franchisee or any of Franchisee's principals or any of their assets which is not released or bonded against within thirty (30) days.

15.2.13 *Insolvency.* If Franchisee or any of Franchisee's principals become insolvent.

15.2.14 *Abandonment.* If Franchisee voluntarily or otherwise abandons the Franchised Business. The term "abandon" includes any conduct which indicates a desire or intent to discontinue the franchisee business in accordance with the terms of this Agreement for seven (7) days or more without Franchisor's prior written consent.

15.2.15 *Unauthorized Transfer*. If Franchisee purports to sell, transfer or otherwise dispose of any interest in the Franchised Business in violation of Section 14 hereof;

15.2.16 *Unauthorized Products or Services.* If Franchisee offers any unauthorized and unapproved products or services at or from the Franchised Business.

15.2.17 *Unapproved Purchases.* If Franchisee orders or purchases supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier or which Franchisor has not approved.

15.2.18 *Proprietary Software.* If Franchisee misuses or makes unauthorized use of any Proprietary Software Franchisor may develop for use in connection with the System.

15.2.19 *Insurance.* If Franchisee fails to maintain insurance or to repay Franchisor for insurance paid for by it, or otherwise fail to adhere to the requirements of Section 9.

15.2.20 *Government Regulations.* If Franchisee fails, within fifteen (15) calendar days after notification of non-compliance by federal, state or local government authorities to comply with any law or regulation applicable to the Franchised Business.

15.2.21 *Government Actions.* If any government action is taken against Franchisee that results in any obligation upon Franchisor which in Franchisor's sole judgment is uneconomical, not in the best interests of Franchisor, or would result in Franchisor having an unintended relationship or obligation.

15.2.22 *Anti-Terrorist Activities.* If Franchisee fails to comply with the provisions of Section 22.8.

15.2.23 *Personal Use of Franchised Business Property*. If Franchisee takes for Franchisee's own personal use any assets or property of the Franchised Business, including employee taxes, FICA, insurance or benefits.

15.2.24 *Insufficient Funds.* If there are insufficient funds in Franchisee's bank account to cover a check or EFT payment to Franchisor two (2) or more times within any twelve (12) month period.

15.2.25 *Failure to Open.* If Franchisee fails to commence operations of the Franchised Business within the time prescribed in Section 7.3 of this Agreement.

15.2.26 *Operating Outside of* Territory. If Franchisee operates the Franchised Business outside of the Territory without Franchisor's prior written consent, as provided in Section 1.2 of this Agreement.

15.2.27 *Violation of Best Efforts.* If Franchisee or Franchisee's principals violate any of the provisions in Section 7.10 of this Agreement.

15.2.28 *Failure to meet Additional Bot Purchasing Requirement or Deployed Bot Requirement.* If Franchisee fails to purchase additional Bots to meet the Additional Bot Purchasing Requirement or maintain the number of Bots necessary to meet the Deployed Bot Requirement under Section 7.4.2.

15.3. **Upon 15 Days' Notice to Cure**. Franchisor has the right to terminate this Agreement if any of the following defaults remains uncured after Franchisor provides Franchisee with notice of such default(s) and fifteen (15) days to cure:

15.3.1 *Nonpayment.* If Franchisee fails to pay Franchisor as and when due any sums owed to Franchisor, any of Franchisor's affiliates, or any of Franchisor's system suppliers or vendors.

15.3.2 *Endorsement of Checks.* If Franchisee fails to immediately endorse and deliver to Franchisor any payments due to Franchisor from any third party that is erroneously made to Franchisee.

15.3.3 *Failure to Maintain Sufficient Marketing Materials and Supplies*. If Franchisee fails to maintain sufficient levels marketing materials and other supplies necessary to adequately develop the Territory and meet consumer demand.

15.3.4 *Interruption of Service.* If Franchisee fails to maintain the prescribed months, days, or hours of operation at the Franchised Business.

15.3.5 *Failure to Personally Supervise Franchised Business Operations or Employ Adequate Personnel.* If Franchisee or the Designated Manager fails, in Franchisor's sole discretion, to personally supervise day-to-day operation of the Franchised Business or fails to employ a sufficient number of qualified, competent personnel, as Franchisor requires from time to time.

15.3.6 *Quality Control.* If Franchisee fails to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Portal.

15.3.7 *Licenses and Permits.* If Franchisee fails to procure or maintain any licenses or permits necessary for the operation of the Franchised Business.

15.4 **Upon 30 Days' Notice to Cure**. Franchisor has the right to terminate this Agreement if Franchisee fails to perform or comply with any other term or condition of this Agreement, or any ancillary agreements between Franchisee and Franchisor or Franchisor's affiliates, and Franchisee fails to cure such default(s) within thirty (30) days after being provided with notice thereof.

15.5 **Step In Rights**. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights, Franchisor may have against Franchisee, upon a failure to cure any default within the applicable time period (if any), Franchisor has the right, but not the obligation, to enter upon the Franchised Business premises and exercise complete authority with respect to the operation of the Franchised Business until such time as Franchisor determines, in Franchisor's sole discretion that the default has been cured, and Franchisee is otherwise in compliance with this Agreement. In the event Franchisor exercises the rights described in this Section, Franchisee must reimburse Franchisor for all reasonable costs and overhead, if any, incurred in connection with its operation of the Franchised Business including, without limitations, costs of personnel for supervising and staffing the Franchised Business and their travel and lodging accommodations. If Franchisor undertakes to operate the Franchised Business pursuant to this Section, Franchisee agrees to indemnify and hold Franchisor (and Franchisor's representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of Franchisor's operation of the Franchised Business.

15.6 **Nonwaiver**. Franchisor's delay in exercising or failing to exercise any right or remedy under this Agreement or Franchisor's acceptance of any late or partial payment due hereunder shall not constitute a waiver of any of Franchisor's rights or remedies against Franchisee.

16 RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

16.1 **Franchisee's Obligations**. Upon termination of this Agreement, regardless of the cause, and upon expiration and nonrenewal or transfer of this Agreement, Franchisee must, at Franchisee's cost and expense:

16.1.1 Immediately cease all operations under this Agreement;

16.1.2 Immediately pay Franchisor all unpaid fees, and pay Franchisor, Franchisor's affiliates, Franchisor's major suppliers and vendors, all other monies owed;

16.1.3 Discontinue immediately the use of the Proprietary Marks;

16.1.4 Immediately cease using the Business Platform and the Operations Portal, and return all Proprietary Materials and Confidential Information, including, without limitation, all customer lists and data, within ten (10) calendar days and immediately and permanently cease use of such information and materials;

16.1.5 Immediately cease using all telephone and facsimile numbers and listings, as well as any permitted domain names and/or Social Media Pages used in connection with the operation of the Franchised Business (collectively, the "Assigned Property"), and direct the telephone company and/or domain name registrar to transfer all such Assigned Property to Franchisor or Franchisor's designee pursuant to the Conditional Assignment of Telephone Numbers and Domain Name attached hereto as Exhibit B, and transfer all usernames and passwords for all Social Media Pages to Franchisor;

16.1.6 Immediately vacate the Franchised Business premises, and if Franchisor exercised Franchisor's rights pursuant to Franchisor's prescribed form of Collateral Assignment of Lease, arrange for transfer of the lease to Franchisor within fifteen (15) calendar days of termination or expiration of this Agreement;

16.1.7 Immediately surrender all stationery, printed matter, signs, advertising materials, supplies and other items containing the Proprietary Marks as Franchisor directs and all items which are a part of the trade dress of the System-immediately, no later than ten (10) calendar days after the termination or expiration of this Agreement;

16.1.8 Immediately cease holding itself out as Franchisor's Franchisee;

16.1.9 Immediately cease to communicate with all MowBot customers;

16.1.10 Take such action as shall be necessary to amend or cancel any assumed name, business name or equivalent registration, which contains any trade name or other Proprietary Mark Franchisor licensed to Franchisee, and furnish Franchisor evidence satisfactory to Franchisor of compliance with this obligation within fifteen (15) calendar days after the termination, expiration or transfer of this Agreement;

16.1.11 Permit Franchisor to make final inspection of Franchisee's financial records, books, and other accounting records within one (1) month of the effective date of termination, expiration, or transfer;

16.1.12 Comply with the post-termination covenants set forth in Section 17 hereof, all of which shall survive the transfer, termination or expiration of this Agreement;

16.1.13 Cease to use in advertising or in any other manner, any methods, procedures or techniques associated with Franchisor or the System; and

16.1.14 Immediately remove Franchisor's Proprietary Marks from vehicles used in connection with the Franchised Business, and otherwise de-identify the vehicles from being associated with Franchisor or the System;

16.1.15 Execute from time to time any necessary papers, documents, and assurances to effectuate the intent of this Section 16.

16.2 **Option to Purchase Personal Property.** Upon the termination or expiration of this Agreement, Franchisor, or Franchisor's designee shall have the option, but not the obligation, to purchase any personal property used in connection with operation of the Franchised Business by providing Franchisee written notice of Franchisor's election within sixty (60) calendar days after such termination or expiration and paying Franchisee the book value for such personal property within sixty (60) calendar days of such notice. For purposes of this paragraph, "book value" means the amount Franchisee actually paid for the personal property less depreciation (calculated by using the straight-line depreciation method on a ten (10) year depreciation schedule irrespective of the depreciation method or schedule Franchisee uses for accounting purposes). Notwithstanding the foregoing, to the extent that Franchisor exercises Franchisor's right to purchase any personal property that is subject to a lease or finance agreement, the purchase price of such personal property shall equal the amount of Franchisee's remaining obligations under the lease or finance agreement, as applicable. Franchisor shall be entitled to offset the purchase price by the amount of money owed by Franchisee to Franchisor for any payments necessary to acquire clear title to property or for any other debt. If Franchisor exercises Franchisor's option to purchase, pending the closing of such purchase, Franchisor has the right to appoint a manager to maintain operation of the Franchised Business, or Franchisor may require that Franchisee close the Franchised Business during such period without removing any assets. Franchisee is required to maintain in force all insurance policies required under this Agreement until the date of such closing. Franchisor has the unrestricted right to assign this

option to purchase the Franchised Business. Franchisor will be entitled to all customary warranties and representations in connection with Franchisor's purchase of Franchisee's property, including, without limitation, representations and warranties as to ownership and condition of and title to the property; liens and encumbrances on the property; validity of contracts and agreements; and liabilities affecting the property, contingent or otherwise.

16.3 **Exclusions.** Franchisor may exclude from the personal property purchased under Section 16.2 cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Franchised Business's operation or that Franchisor has not approved as meeting standards for the Franchised Business.

16.4 **Damages, Costs, and Expenses.** In the event of termination for any default by Franchisee, Franchisee shall promptly pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of Franchisee's personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Franchised Business.

17 COVENANTS

Franchisee acknowledges that as a participant in Franchisor's System, Franchisee will receive proprietary and Confidential Information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore, to protect Franchisor and Franchisor's other franchisees, Franchisee agrees as follows:

17.1 **During the Term of This Agreement.** During the term of this Agreement, neither Franchisee, Franchisee's owners, officers, directors, principals, nor any member of the immediate family of Franchisee or Franchisee's owners, officers, directors, principals will, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

17.1.1 Own, maintain, engage in, be employed as an officer, director, principal or of, lend money to, extend credit to or have any interest in any other business that, directly or indirectly, by itself or through licensees or franchisees, offers landscaping or lawn and garden care or maintenance services or any other products and/or services authorized or offered for sale by System franchisees (a "Competitive Business") within the Territory or the Territory of any other System franchisee, provided that this Section 17.1.1 does not apply to: (i) such person's ownership of a Franchised Business under a Franchise Agreement with Franchisor; or (ii) such person's ownership of a less than five percent (5%) legal or beneficial interest in any publicly traded company providing such services;

17.1.2 Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

17.1.3 Solicit any current, former, or prospective customer solicited by Franchisee's Franchised Business or any other customer of whom Franchisee has become aware as a result of access to Franchisor's System or other franchisees for any competitive purpose.

17.2 **After the Term of This Agreement.** For a period of two (2) years after the expiration, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, Franchisee's owners, officers, directors, principals nor any member of the immediate family of

Franchisee or Franchisee's owners, principals, officers, directors will, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

17.2.1 Own, maintain, engage in, be employed as an officer, director, principal, or of, lend money to, extend credit to or have any interest in any Competitive Business (a) within the Territory, (b) within a twenty-five (25) mile radius of the Territory of any other Franchised Business, or (c) within a twenty-five (25) mile radius of any MowBot business operated by Franchisor or its affiliate, provided that this Section 17.2.1 does not apply to: (i) such person's ownership of a Franchised Business under a Franchise Agreement with Franchisor; or (ii) such person's ownership of a less than five percent (5%) legal or beneficial interest in any publicly traded company providing services the same as or similar to a Competitive Business;

17.2.2 Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

17.2.3 Solicit any current, former, or prospective customer solicited by Franchisee's Franchised Business or any other customer of whom Franchisee has become aware as a result of access to Franchisor's System or other franchisees for any competitive purpose.

17.3 **Intent and Enforcement**. It is the parties' intent that the provisions of this Section 17 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the non-competition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 17 by Franchisee, any of Franchisee's principals, or any member of the immediate family of Franchisee or Franchisee's principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee acknowledges that the covenants contained herein are necessary to protect the goodwill of the Franchised Business, other MowBot franchisees, and the System. Franchisee further acknowledges that covenants contained in this Section 17 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Franchisee agrees that in the event of the actual or threatened breach of this Section 17, Franchisor's harm will be irreparable, and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees on Franchisee's own behalf and on behalf of the persons who are liable under this Section 17 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 17 in no way prevent any such person from earning a living. Franchisee further acknowledges and agrees that the time limitations of this Section 17 shall be tolled during any default under this Section.

17.4 **Employees.** Franchisee shall ensure that Franchisee's principals, managers, employees, and anyone else who will have access to Franchisor's Confidential Information, execute a Confidentiality and Restrictive Covenant Agreement, in the form attached as Exhibit C to the Franchise Agreement, or as Franchisor, in Franchisor's sole discretion, otherwise prescribes. Franchisee must furnish Franchisor a copy of each executed agreement.

17.5 **No Defense**. Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 17. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 17.

18 DISPUTE RESOLUTION

18.1 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to its conflict of laws principals.

18.2 **Internal Dispute Resolution.** Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's management, after providing notice as set forth in Section 18.6 below. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

18.3 **Mediation.** At Franchisor's option, all claims or disputes between Franchisee and Franchisor or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor or its affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 18.2 above, must be submitted first to mediation, in ~~Mecklenburg~~ Durham County, North Carolina under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party shall bear its own cost of mediation and Franchisor and Franchisee shall share mediation costs equally. This agreement to mediate shall survive any termination or expiration of this Agreement.

18.3.1 The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 18.3 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):

18.3.1.1 Any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information;

18.3.1.2 Any claims pertaining to or arising out of any warranty issue;

18.3.1.3 Any of the restrictive covenants contained in this Agreement.

18.3.1.4 Any of Franchisee's payment obligations that are more than forty-five (45) days past due; or

18.3.1.5 Any claims arising out of or related to fraud or misrepresentation by Franchisee, or Franchisee's insolvency.

18.4 **Selection of Venue**. Nothing contained in this Agreement shall prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests. The parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in ~~Mecklenburg~~ Durham County, North Carolina and the jurisdiction and venue of the United States District Court for the ~~Western~~ Middle District of North Carolina. Franchisee acknowledges that this Agreement has been entered into in the State of North Carolina, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in ~~Huntersville~~Durham, North Carolina including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of North Carolina as set forth in this Section.

18.5 **Third Party Beneficiaries**. Franchisor's officers, directors, shareholders, members, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the mediation provision set forth in this Section 18, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Franchisee.

18.6 **Prior Notice of Claims.** As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

18.7 **No Right to Offset**. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

18.8 **Injunctive Relief**. Nothing in this Agreement shall prevent Franchisor from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause Franchisor loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

18.9 **Limitation of Action**. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

18.9.1 Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

18.9.2 Notwithstanding anything to the contrary contained herein, all actions shall be conducted on an individual, not a class-wide basis, and any proceeding between Franchisee, Franchisee's guarantors, and Franchisor or its affiliates or employees may not be consolidated with any other proceeding between Franchisor and any other person or entity.

18.10 **Waiver of Punitive Damages**. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section shall be construed to prevent Franchisor from claiming and obtaining punitive or consequential damages, including lost future royalties for the balance of the term of this Agreement.

18.11 THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

19 REPRESENTATIONS

19.1 **Business Platform**. The Business Platform is provided on an "AS IS" and "AS AVAILABLE" basis. Franchisor does not covenant any level, quality, continuity or standard of operation for the Business Platform, or covenant that the Business Platform will be free from defaults, viruses or other harmful components, operate on a continuous or uninterrupted basis, or provide secure access to the Business Platform or services provided thereby.

FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR WARRANTIES REGARDING THE QUALITY, ACCURACY, TIMELINESS, AVAILABILITY, SUITABILITY, RELIABILITY OF ANY SERVICE, OR SECURITY, USEFULNESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR WARRANTIES REGARDING COMPLETENESS OF THE CONTENT OF THE BUSINESS PLATFORM, OR WARRANTIES WITH RESPECT TO THE USE OR AVAILABILITY OF ANY INFORMATION, DATA, ITEM, APPARATUS, METHOD OR PROCESS INCLUDED IN THE BUSINESS PLATFORM, OR THAT SUCH WILL MEET THE FRANCHISEE'S REQUIREMENTS, OR BE ERROR FREE OR NOT INFRINGE ON THE RIGHTS OF OTHERS, OR THAT DEFECTS WILL BE CORRECTED.

19.2 **No Authority.** NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE FRANCHISOR EXCEPT FRANCHISOR'S AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY FRANCHISOR OR ON FRANCHISOR'S

BEHALF WHICH HAVE LED FRANCHISEE TO ENTER INTO THIS AGREEMENT. FRANCHISEE UNDERSTANDS THAT WHETHER FRANCHISEE SUCCEEDS AS A FRANCHISEE IS DEPENDENT UPON FRANCHISEE'S EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF FRANCHISEE'S EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND FRANCHISOR'S CONTROL OR INFLUENCE. FRANCHISEE FURTHER UNDERSTANDS THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT FRANCHISOR HAS MADE NO REPRESENTATION THAT FRANCHISEE WILL DO AS WELL AS ANY OTHER FRANCHISEE.

19.3 **Receipt.** THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS AGREEMENT, WITH ALL BLANKS COMPLETED AND WITH ANY AMENDMENTS AND SCHEDULES, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO EXECUTION OF THIS AGREEMENT. IN ADDITION, THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT OR FRANCHISEE'S PAYMENT OF ANY MONIES TO FRANCHISOR, REFUNDABLE OR OTHERWISE.

19.4 **Opportunity for Review by Franchisee's Advisors.** FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS RECOMMENDED, AND THAT FRANCHISEE HAS HAD THE OPPORTUNITY TO OBTAIN, REVIEW OF THIS AGREEMENT AND FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT BY FRANCHISEE'S LAWYER, ACCOUNTANT OR OTHER BUSINESS ADVISOR PRIOR TO EXECUTION HEREOF.

19.5 **Execution of Agreement.** EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. IF FRANCHISEE IS A PARTNERSHIP OR CORPORATION, THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF SUCH PARTNERSHIP OR CORPORATION WARRANTS TO FRANCHISOR, BOTH INDIVIDUALLY AND IN HIS CAPACITY AS PARTNER OR OFFICER, THAT ALL OF THE PARTNERS OF THE PARTNERSHIP OR ALL OF THE SHAREHOLDERS OF THE CORPORATION, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER THEIR INTEREST IN THE PARTNERSHIP OR CORPORATION.

20 GUARANTEE OF PRINCIPALS AND THEIR SPOUSES

Franchisee's spouse and all partners in a limited partnership, shareholders in a corporate franchisee, or members of a limited liability company, as well as all general partners and managing members, and their spouses hereby personally and unconditionally guarantee without notice, demand or presentment, the payment of all of Franchisee's monetary obligations under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, as if each were an original party to this or any other agreement in his or her individual capacity. All such personal guarantors further agree to be bound by the restrictions upon Franchisee's activities upon transfer, termination or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such personal guarantors and their spouses must execute a continuing personal guaranty in the form attached hereto as Exhibit A.

~~*THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.*~~

21 NOTICES

All notices and requests to be given under this Agreement are to be in writing, and delivered by either hand delivery or overnight mail by a recognized carrier offering a delivery receipt, to the following addresses (which may be changed by written notice):

Franchisee Name/Address: _____
_____
_____
_____

Franchisor MowBot, Inc.
5850 Fayetteville Road, Suite 202
Durham, North Carolina 27713

Mailing any notice hereunder sent by U.S. certified mail, postage prepaid or when sent via Federal Express or a similar overnight courier shall be presumptive evidence of delivery of the notice or request.

22 MISCELLANEOUS

22.1 **Entire Agreement.** This Agreement contains the entire Agreement of the parties. There are no representations either oral or written, except those contained in this Agreement. This written Agreement includes all representations between the parties. This Agreement may not be modified except by a written document signed by both parties. Nothing in this Agreement or any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document furnished to Franchisee.

22.2 **Construction of Language.** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Franchisee, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to Franchisee's "immediate family" means Franchisee's spouse, parents, children and siblings and Franchisee's spouse's parents, children and siblings. Reference to Franchisee's "principals" means Franchisee's partners, officers, directors, shareholders, members and managers, as applicable. References to "Franchisor" and "Franchisee" include the party's successors, assigns or transferees. The parties have had a reasonable opportunity to review this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the provisions of this Agreement

22.3 **Severability.** If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it shall then be severed, and the remainder of that provision shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to Franchisor or any of its affiliates or protection of the Proprietary Marks or the Confidential Information, including the Operations Portal and Franchisor's other trade secrets, is declared invalid

or unenforceable, then Franchisor at Franchisor's option may terminate this Agreement immediately upon written notice to Franchisee.

22.4 **State Law Applies.** If any provision of this Agreement, including but not limited to its provisions for transfer, renewal, termination, notice of termination, or cure rights, is inconsistent with any valid law or regulation of the state in which the Franchised Business is located, then the valid law or regulation of that state applicable to the Franchised Business shall supersede any provision of this Agreement that is less favorable to Franchisee.

22.5 **Additional Documentation**. Franchisee must from time to time, subsequent to the date first set forth above, at Franchisor's request and without further consideration, execute and deliver such other documentation or agreements and take such other actions as Franchisor reasonably may require in order to effectuate the transactions contemplated herein. In the event that Franchisee fails to comply with the provisions of this Section, Franchisee hereby appoints Franchisor as Franchisee's attorney-in-fact to execute any and all documents on Franchisee's behalf, reasonably necessary to effectuate the transactions contemplated herein.

22.6 **Force Majeure.** Neither Franchisee, Franchisor, or Franchisor's affiliates will be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if its failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, or civil disorders. Any delay resulting from any such cause will extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or will excuse performance, in whole or in part, as Franchisor deems reasonable.

22.7 **Anti-Terrorist Activities.** Franchisee certifies that neither Franchisee, nor Franchisee's owners, principals, employees or anyone associated with Franchisee is listed in the Annex to Executive Order 13224. Franchisee agrees not to hire or have any dealings with a person listed in the Annex. Franchisee certifies that Franchisee has no knowledge or information that, if generally known, would result in Franchisee, Franchisee's owners, principals, employees, or anyone associated with Franchisee being listed in the Annex to Executive Order 13224. Franchisee agrees to comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee certifies, represents, and warrants that none of Franchisee's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and Franchisee's owners or principals are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that Franchisee's indemnification responsibilities as provided in Section 13.2 of this Agreement pertain to Franchisee's obligations under this Section 22.7. Any misrepresentation by Franchisee under this Section or any violation of the Anti-Terrorism Laws by Franchisee, Franchisee's owners, principals or employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or one of Franchisor's affiliates in accordance with the terms of Section 15.2.1 of this Agreement. As used herein, "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any Governmental Authority (including without limitation, the United

States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

22.8 **Attorneys' Fees.** If Franchisee is in breach or default of any monetary or non-monetary material obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must pay all reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

23 ACKNOWLEDGMENTS

23.1 **Independent Investigation.** Franchisee acknowledges that Franchisee has conducted an independent investigation of the Franchised Business contemplated by this Agreement and recognizes that it involves business risks which make the success of the venture largely dependent upon Franchisee's business abilities and efforts. Franchisee acknowledges that Franchisee has been given the opportunity to clarify any provision of this Agreement that Franchisee may not have initially understood and that Franchisor has advised Franchisee to have this Agreement reviewed by an attorney.

23.2 **No Guarantee of Earnings.** Franchisee understands that Franchisor and any of Franchisor's representatives and/or agents with whom Franchisee has met have not made and are not making any guarantees as to the extent of Franchisee's success in Franchisee's Franchised Business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Franchisee's Franchised Business.

23.3 **Receipt of Franchise Disclosure Document.** Franchisee acknowledges that this Agreement and Franchisor's Franchise Disclosure Document have been in Franchisee's possession for at least fourteen (14) calendar days before Franchisee signed this Agreement or paid any monies to Franchisor or an affiliate and that any material changes to this Agreement were in writing in this Agreement for at least seven (7) calendar days before Franchisee signed this Agreement.

23.4 **No Personal Liability.** Franchisee agrees that fulfillment of any and all of Franchisor's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a Court of Law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Franchisee for any reason. This is an important part of this Agreement. Franchisee agrees that nothing that Franchisee believes Franchisee has been told by Franchisor or Franchisor's representatives shall be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISOR

MOWBOT, INC.

By:_____

Name:_____

Title: _____

FRANCHISEE

_____

(Individual, Partnership or Corporation Name)

By:_____

Name:_____

Title: _____

EXHIBIT A
to
MOWBOT, INC.
FRANCHISE AGREEMENT

PERSONAL GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, EACH OF FRANCHISEE'S SHAREHOLDERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A PARTNERSHIP, EACH OF FRANCHISEE'S GENERAL PARTNERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A LIMITED LIABILITY COMPANY, EACH OF FRANCHISEE'S MEMBERS AND MANAGERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING.

ARTICLE I
PERSONAL GUARANTY

The undersigned persons (individually and collectively "you") hereby represent to MowBot, Inc. ("Franchisor") that you are all of the shareholders of the franchisee, or all of the general partners of the franchisee, or all of the members and managers, or the spouse of any such shareholder, general partner, or member or manager of_____ ("Franchisee"), as the case may be. In consideration of the grant by Franchisor to Franchisee as provided in the foregoing franchise agreement (the "Franchise Agreement"), each you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, and any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation, any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement and that you (jointly and individually) will not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer, which consent must not be unreasonably withheld, and without first paying or causing to be paid to Franchisor the transfer fee provided for in said Franchise Agreement, if applicable, and without otherwise complying with the transfer provisions of the foregoing Franchise Agreement. You further agree to be bound by the in-term and post-term non-competition and non-solicitation covenants set forth in Section 17 of the Franchise Agreement, as well as all other covenants set forth in the Franchise Agreement, including but not limited to those concerning confidentiality (Section 5 of the Franchise Agreement) and indemnification (Section 13.2 of the Franchise Agreement). You agree that this personal guaranty (the "Guaranty") will be governed by the dispute resolution procedures set forth in Section 18 of the Franchise Agreement.

ARTICLE II
CONFIDENTIALITY

During the term of this Agreement, you will receive information which Franchisor considers a trade secret and confidential information ("Confidential Information"). You shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information including, without limitation, Franchisor's Operations Portal and its contents; price lists and standards and specifications for the Approved Products and Services; standards and specifications related to Franchisor's integrated

bookkeeping system, and other methods, techniques, and know-how concerning the operation of an MowBot, Inc. Business of which you may be appraised by virtue of your role as a Guarantor of Franchisee.

ARTICLE III
NON-COMPETITION

1) **During the Term of the Franchise Agreement.** During the term of the Franchise Agreement, neither your, nor your owners, principals, officers, directors, nor any members of your family or the family of your owners, officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person or entity:

   a) Own, maintain, engage in, be employed as an officer, director, principal or of, lend money to, extend credit to or have any interest in any other business that, directly or indirectly, by itself or through licensees or franchisees, offers landscaping or lawn and garden care or maintenance services or any other products and/or services or any other products and/or services authorized or offered for sale by System franchisees (a "Competitive Business") within the Territory or the Territory of any other System franchisee, provided that this Article III(1) does not apply to: (i) such person's ownership of a Franchised Business under a Franchise Agreement with Franchisor; or (ii) such person's ownership of a less than five percent (5%) legal or beneficial interest in any publicly traded company providing such services;

   b) Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

   c) Solicit any current, former, or prospective customer solicited by Franchisee's Franchised Business or any other customer of whom Franchisee has become aware as a result of access to Franchisor's System or other franchisees for any competitive purpose.

2) **After the Term of the Franchise Agreement.** For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither you, nor your owners, principals, officers, directors, nor any members of your family or the family of your owners, officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person or entity:

   a) Own, maintain, engage in, be employed as an officer, director, principal, or of, lend money to, extend credit to or have any interest in any Competitive Business (i) within the Territory, (ii) within a twenty-five (25) mile radius of the Territory of any other Franchised Business, or (iii) within a twenty-five (25) mile radius of any MowBot business operated by Franchisor or its affiliate, provided that this Article III(2) does not apply to: (A) such person's ownership of a Franchised Business under a Franchise Agreement with Franchisor; or (B) such person's ownership of a less than five percent (5%) legal or beneficial interest in any publicly traded company providing services the same as or similar to a Competitive Business;

   b) Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

   c) Solicit any current, former, or prospective customer solicited by Franchisee's Franchised Business or any other customer of whom Franchisee has become aware as a result of access to Franchisor's System or other franchisees for any competitive purpose.

3) **Intent and Enforcement**. It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree that each of you has previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevent you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV
DISPUTE RESOLUTION

1) **Acknowledgment**. You acknowledge that this Guaranty is not a franchise agreement and does not confer upon you any rights to use the Franchisor's proprietary marks or its system.

2) **Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the State of North Carolina, without any reference to North Carolina conflict of laws principles.

3) **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Guaranty to Franchisor's management. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first shall survive the termination or expiration of this Agreement.

4) **Mediation.** At Franchisor's option, all claims or disputes between you and Franchisor arising out of, or in any way relating to, this Guaranty or the Franchise Agreement or any other agreement by and between you and the Franchisor, or any of the parties' respective rights and obligations arising from such agreements, must be submitted first to mediation, in ~~Mecklenburg~~ Durham County, North Carolina, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, you must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. You may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party shall bear its own cost of mediation and the parties shall share the cost of mediator. This agreement to mediate at Franchisor's option shall survive the termination or expiration of the Franchise Agreement.

   The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 4 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):

i. Any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information;

ii. Any claims arising out of or pertaining to any warranty issued;

iii. Any of the restrictive covenants contained in this agreement;

iv. Any of Franchisee's payment obligations that are more than forty-five (45) days past due; or

v. Any claims arising out of or related to fraud or misrepresentation by Franchisee, or Franchisee's insolvency.

5) **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the Franchise Agreement and this Guaranty, and the mediation provisions contained herein, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by you.

6) **Injunctive Relief.** Nothing contained in this Guaranty shall prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation proceeding or pending the trial or handing down of a decision or award pursuant to any mediation or judicial proceeding conducted hereunder.

7) **Jurisdiction and Venue.** Nothing contained in this Guaranty shall prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests. The parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in ~~Mecklenburg~~ Durham County, North Carolina and the jurisdiction and venue of the United States District Court for the ~~Western~~ Middle District of North Carolina. The parties acknowledge and agree that this Agreement has been entered into in the State of North Carolina, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Huntersville, North Carolina, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, you hereby irrevocably consent to the personal jurisdiction of the state and federal courts of North Carolina as set forth herein.

8) Jury Trial Waiver. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS PERSONAL GUARANTY OR THE FRANCHISE AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM FRANCHISOR OF THE FRANCHISE, OPTION AND/OR ANY GOODS OR SERVICES.

9) **Waiver of Punitive Damages.** You waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, your recovery shall be limited to actual damages.

If any other term of this Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

10) **Limitation on Action.** You agree that no cause of action arising out of or under this Guaranty or the Franchise Agreement may be maintained by you unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against the Franchisor, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off. Notwithstanding anything to the contrary contained herein, all actions will be conducted on an individual, not a class-wide basis, and any proceeding between you, Franchisee, and Franchisor or its affiliates or employees may not be consolidated with any other proceeding between Franchisor and any other person or entity.

11) **Attorneys' Fees**. If the undersigned is in breach or default of any monetary or non-monetary material obligation under the Franchise Agreement or this Guaranty, or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must pay all reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs. If the undersigned or Franchisee institutes any legal action to interpret or enforce the terms of this Guaranty or the Franchise Agreement, and the claim(s) in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

12) **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Guaranty and the Franchise Agreement shall not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative. Franchisor' election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

13) **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning that renders it valid and enforceable. The language of all provisions of this Guaranty shall be construed according to fair meaning and not strictly construed for or against either party. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

14) **Construction of Language.** Any term defined in the Franchise Agreement that is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

15) **Successors**. References to "Franchisor" or "the undersigned, or "you" include the respective parties' successors, assigns or transferees.

16) **No Personal Liability**. You agree that fulfillment of any and all of Franchisor's obligations written in this Guaranty or in the Franchise Agreement or based on any oral communications which may be ruled to be binding in a Court of Law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Franchisee or you for any reason.

PERSONAL GUARANTORS

By:_____

Print Name:_____

Address:_____

_____

Telephone:_____

By:_____

Print Name:_____

Address:_____

_____

Telephone:_____

SPOUSES

By: _____

Print Name: _____

Address: _____

_____

Telephone: _____

By: _____

Print Name: _____

Address: _____

_____

Telephone: _____

EXHIBIT B
to
MOWBOT, INC FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF FRANCHISEE'S TELEPHONE NUMBERS, FACSIMILE NUMBERS AND DOMAIN NAMES

1. _____, doing business as a MowBot franchisee, ("Assignor"), in exchange for valuable consideration provided by MowBot, Inc. ("Assignee"), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its Franchised Business at Assignor's above-referenced address (the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): _____

Facsimile Number(s): _____

Domain Name(s) (as permitted by Franchisor under the Franchise Agreement):

_____

2. The conditional agreement will become effective automatically upon termination, expiration of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company and/or domain name registrar to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company and/or domain name registrar, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company to effectuate this Assignment, and agrees to fully cooperate with the telephone company and/or domain name registrar, as well as Assignee, in effectuating this Assignment.

ASSIGNOR:

By:_____ Date: _____

Name: _____

Title: _____

ASSIGNEE:

MOWBOT, INC.

By:_____ Date: _____

Name: _____

Title: _____

© 20202019 MowBot, Inc. Franchise

EXHIBIT C
to
MOWBOT, INC. FRANCHISE AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT
(for trained employees, shareholders, officers, directors, general partners, members and managers of Franchisee)

In consideration of my being a_____ of_____(the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that Franchisee, has acquired the right and franchise from MowBot, Inc. (the "Company") to establish and operate a MowBot business (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company's trade names, trademarks and service marks (the "Proprietary Marks") and the Company's unique and distinctive format and system relating to the establishment and operation of MowBot Franchised Businesses (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location:_____(the "Franchised Business Premises").

1. The Company possesses certain proprietary and confidential information and trade secrets relating to the operation of the System and the Franchised Business, including the Company's Manuals; price lists and standards and specifications for the Approved Products and Services; standards and specifications related to the Company's integrated bookkeeping system, and other methods, techniques and know-how concerning the of operation of the Franchised Business which may be communicated to Franchisee or of which I may be appraised by virtue of my employment with Franchisee ("Confidential Information").

2. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

3. In my position with the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Company's Operations Portal (the "Operations Portal") and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties with the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons,

partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business which operates or licenses any other competing businesses, except for a Franchised Business operating under the System and Proprietary Marks.

7. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

8. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

9. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

10. This Agreement shall be construed under the laws of the State of North Carolina. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED BY FRANCHISEE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D
to
MOWBOT, INC. FRANCHISE AGREEMENT

ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

Bank Name: _____

ABA# : _____

Acct. No.: _____

Acct. Name: _____

1. Effective as of the date of the signature below, _____ ("Franchisee") hereby authorizes MowBot, Inc. ("Company") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, and to make the following payments to Company under the Franchise Agreement for the Franchised Business located at: _____: (1) all Royalty fees; (2) all Brand Development Fees or other recurring fees; and (iii) and other fees due and owing under the Franchise Agreement. Franchisee acknowledges that Royalty and all other fees may be collected by Franchisor in the manner provided for in the Franchise Agreement. Such withdrawals shall occur on a monthly basis, or on such other schedule as Company shall specify in writing. Company is also authorized to deposit the Gross Revenues of Franchisee's Franchised Business, less all amounts due under the Franchise Agreement, into the above-referenced account, electronically or otherwise. Such deposits shall occur on a monthly basis, or on such other schedule as Company shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Company. Franchisee shall provide Company, in conjunction with this authorization, a voided check from the above-referenced account.

AGREED:

FRANCHISOR	**FRANCHISEE**
MOWBOT, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT E
to
MOWBOT, INC. FRANCHISE AGREEMENT

SITE SELECTION ADDENDUM

MowBot, Inc., a North Carolina corporation with a principal business address at 5850 Fayetteville Road, Suite 202, Durham, North Carolina 27713 ("Franchisor") and _____ ("Franchisee"), have this _____ day of_____, 20_, entered into the foregoing Franchise Agreement for the operation of a MowBot franchised business using Franchisor's Proprietary Marks and System (the "Franchised Business") and desire to supplement its terms, as set forth below. The parties therefore agree as follows:

1. Within ninety (90) days after Franchisee receives notice of approval of the Franchise Agreement, Franchisee must obtain a site, at Franchisee's expense, for the Franchised Business, which Franchisor will approve as hereinafter provided. The site must be within the following non-exclusive Territory:

_____
_____.

2. Franchisee's failure to obtain a site for the Franchised Business within the time required in Paragraph 1 will constitute a default under the Franchise Agreement and this Site Selection Addendum. Time is of the essence.

3. Prior to Franchisee's acquisition by lease or purchase of a site for the Franchised Business, Franchisee must submit to Franchisor, in the form Franchisor specifies, a completed site review form, such other information or materials as Franchisor may reasonably require, and a letter of intent or other evidence satisfactory to Franchisor that confirms Franchisee's favorable prospects for obtaining the proposed site. Recognizing that time is of the essence, Franchisee must submit a proposed site, together with the information and materials required by this Paragraph 3, to Franchisor for Franchisor's approval within forty-five (45) days after execution of this Site Selection Addendum. Franchisor will have thirty (30) days after receipt of such information and materials from Franchisee to approve or disapprove, in Franchisor's sole discretion, the site as a location for the Franchised Business. No proposed site will be deemed approved unless Franchisor has expressly approved it in writing.

4. Franchisor will furnish to Franchisee such site selection guidelines, consultation and on-site evaluation as Franchisor deems advisable as part of Franchisor's evaluation of Franchisee's request for site approval. Franchisor will not, however, provide on-site evaluation for any proposed site prior to Franchisor's receipt of the information and materials required by Paragraph 3 hereof. If Franchisor deems on-site evaluation necessary and appropriate, Franchisor will conduct up to one (1) on-site evaluation at Franchisor's cost. For each additional on-site evaluation (if any), Franchisee will reimburse Franchisor for Franchisor's reasonable expenses including, without limitation, the costs of travel, lodging, and meals.

5. If Franchisee will be occupying the Franchised Business premises under a lease, Franchisee shall, upon Franchisor's request, prior to the execution of the lease, submit the lease to Franchisor for Franchisor's approval. Franchisor's approval of the lease may be conditioned upon Franchisee's execution of a Collateral Assignment of Lease in the form Franchisor prescribes, as well as the inclusion or exclusion of certain required provisions. Franchisee must furnish Franchisor with a copy of any executed lease within ten (10) days after execution thereof.

6. After Franchisor has approved a site for the Franchised Business in writing and Franchisee has acquired the site, the site will constitute the Approved Location referred to in Section 1.3 of the Franchise

Agreement.

7. Franchisee hereby acknowledges and agrees that Franchisor's approval of a site does not constitute an assurance, representation or warranty or any kind, express or implied, as to the suitability of the site for the Franchised Business or for any other purpose. Franchisor's approval of the site indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for Franchisor's purposes as of the time of the evaluation. Both parties to this Agreement acknowledge the application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to Franchisor's approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from Franchisor's criteria could change thereby altering the potential of a site. Such factors are unpredictable and are beyond Franchisor's control. Franchisor will not be responsible for the failure of a site approved by Franchisor to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that Franchisee's acceptance of a franchise for the operation of the Franchised Business at the site is based on Franchisee's own independent investigation of the suitability of the site.

8. This Site Selection Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and terms of this Site Selection Addendum will be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the day and year first above written.

FRANCHISOR	**FRANCHISEE**
MOWBOT, INC.	_____
By:_____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____

EXHIBIT F
to
MOWBOT, INC. FRANCHISE AGREEMENT

FRANCHISEE AFFIRMATIONS AND ACKNOWLEDGEMENTS

As you know, MowBot, Inc. ("we", "us" or "MowBot"), and you are preparing to enter into a Franchise Agreement for the operation of a MowBot franchise (a "Franchised Business"). The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes____No____ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to this agreement, you intend to enter into with us?

Yes____No____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes____No____ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes____No____ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?

Yes____No____ 5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating a Franchised Business with these professional advisor(s)?

Yes____No____ 6. Do you understand the success or failure of your Franchised Business will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes____No____ 7. Do you understand that you must devote your personal full-time attention and best efforts to the management and operation of your Franchised Business, and will not own, maintain, engage in, be employed by or have any interest in any other business other than the Franchised Business?

Yes____No____ 8. Do you understand we have only granted you certain territorial rights under the Franchise Agreement and that we have reserved certain rights under the Franchise Agreement?

Yes____No____ 9. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the MOWBOT mark or other mark, at any location inside your Territory, without regard to the proximity of these activities to the premises of your MowBot Business?

Yes____No____ 10. Do you understand that the use of battery powered and robotic equipment in the lawn care industry is a rapidly emerging trend and as such may be subject to periodic shortages of supply for these items that may temporarily impact your businesses ability to service new customers?

Yes____No____ 11. Do you understand that the use of battery powered and robotic equipment in the lawn care industry is a rapidly emerging trend and as such you should expect modifications to the specifications regarding brand, model and sources of supply of the equipment used in the operation of your business?

Yes____No____ 12. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated, at our option, in Mecklenburg County, North Carolina?

Yes____No____ 13. Do you understand the Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and you are not entitled to any punitive, consequential or other special damages?

Yes____No____ 13. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is MowBot, Inc.?

Yes____No____ 14. Do you understand all persons whose names appear on the Franchise Agreement must successfully complete the appropriate initial training program(s) before we will allow the Franchised Business to open or consent to a transfer of that Franchised Business?

Yes____No____ 15. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?

Yes____No____ 16. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes____No____ 16. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Franchised Business or home address until you designate a different address by sending written notice to us?

Yes____No____ 17. Do you understand that we will not approve your purchase of a Franchised Business, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Yes____No____ 18. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchised Business that is not contained in the Disclosure Document or that is contrary to, or

different from, the information contained in the Disclosure Document?

Yes____No_____ 19. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Franchised Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____No_____ 20. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____No_____ 21. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Franchised Business purchase with exception of those payments or loans provided in the Disclosure Document?

Yes____No_____ 22. Did you receive the Franchise Disclosure Document at least fourteen (14) days before you completed and signed this Questionnaire?

Yes____No_____ 23. Did you receive the Franchise Agreement at least seven (7) days before you completed and signed this Questionnaire?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant

Name (please print)

Dated: _____, 20_____

Signature of Franchise Applicant

Name (please print)

Dated: _____, 20_____

Exhibit C
to
MowBot, Inc.'s Franchise Disclosure Document

Multi-Unit Addendum

MULTI-UNIT ADDENDUM

THIS MULTI-UNIT ADDENDUM (the "Addendum") is made and entered into on _____ by and between MowBot, Inc. a North Carolina corporation with its principal place of business at 5850 Fayetteville Road, Suite 202, Durham, North Carolina 27713 ("Franchisor"), and _____, a _____ with its principal place of business at _____ (the "Franchisee").

BACKGROUND

A. Contemporaneous with the execution of this Addendum, Franchisee and Franchisor entered into _____ franchise agreements (collectively, the "Applicable Franchise Agreements") and, under each such Applicable Franchise Agreement, Franchisee ~~pursuant to which Franchisee~~ obtained the right and undertook the obligation to operate a separate and distinct MowBot franchised business (each a "Franchised Business").

B. Each Franchised Business has its own designated Territory wherein Franchisee is required to actively promote and operate the Franchised Businesses (collectively, the Territories granted under the Applicable Franchise Agreements will be referred to as the "Territories").

C. The parties now wish to amend certain provisions of the Applicable Franchise Agreements pursuant to the terms and conditions set forth in this Addendum.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Multi-Unit Fee In Lieu of Initial Franchise Fees**. Notwithstanding anything contained in Section 3.1 of the Applicable Franchise Agreements, Franchisee will not be required to pay Franchisor an Initial Franchise Fee under any Applicable Franchise Agreement. Instead, Franchisee must pay Franchisor a lump-sum Multi-Unit Fee amounting to $39,000 plus $31,000 per additional Territory and Franchised Business for the right to operate multiple Franchise Licenses (the "Multi-Unit Fee"). The entire Multi-Unit Fee must be paid upon execution of the Applicable Franchise Agreements and this Addendum, and this fee is deemed fully earned upon payment and non-refundable under any circumstances. Franchisor hereby accepts the Multi-Unit Fee calculated by the number of Applicable Franchise Agreements stated in this Addendum and the formula contained in this Section 1.

2. **Initial Training Program**. Franchisee is only required to attend and complete Franchisor's Initial Training Program described more fully in Section 8.1 of the Applicable Franchise Agreements, respectively, once in connection with the Franchised Businesses governed by this Addendum. All other provisions regarding Franchisee's training obligations in the Applicable Franchise Agreements are hereby ratified and confirmed.

3. **Cumulative Minimum Royalty Fee**. Notwithstanding anything contained in Section 3.2.1 of the Applicable Franchise Agreements, Franchisee will have a Minimum Royalty Fee of $500 per month per Territory.

Franchisor agrees to waive the Cumulative Minimum Royalty for the first three months after Franchisee

commences operation of one or more of the Franchised Businesses, and the parties understand and acknowledge that this waiver period will not exceed a total of three months under any circumstances. The parties further acknowledge and agree that Franchisee will only pay the Cumulative Minimum Royalty in the event the Franchisee's Royalty Fee based on the Gross Revenues generated by all Franchised Businesses (as set forth in Section 3.2 of the Applicable Franchise Agreements) is less than the Cumulative Minimum Royalty obligation for a given month. All other provisions regarding Franchisee's payment obligations, including those related to Franchisee's Royalty Fee, are hereby confirmed andratified.

Franchisor reserves the right, but not the obligation, to offer a royalty incentive program for the benefit of qualifying franchisees. In order to qualify for this program, Franchisee must satisfy our then-current specifications and standards as provided in the Operations Portal or otherwise in writing by Franchisor. Franchisor reserves the right to modify, supplement, or terminate any royalty incentive programs upon notice to Franchisee through the Operations Portal or other means.

4. **Supplies, Equipment and Inventory Package.** Franchisee hereby agrees and acknowledges that its status as a Multi-Unit operator under this Addendum may require Franchisee to maintain higher levels of inventory, supplies, equipment and certain other items in order to service the multiple Territories granted under the Applicable Franchise Agreements at once. Prior to opening any of the Franchised Businesses governed by this Addendum, Franchisee must purchase from the Franchisor's Approved Supplier or a third-party finance or leasing company an initial package of supplies, equipment and inventory that Franchisor designated (the "Supplies, Equipment and Inventory Package").

5. **Best Efforts**. Franchisee (or Franchisee's principals) must devote his or her personal full-time attention, skill and best efforts to the management and operation of the Franchised Businesses and to promote and increase the demand for the Franchisor's products and services within the Territories. In consideration of the grant of the Franchised Businesses, Franchisee (or Franchisee's principals) agrees not to own, maintain, engage in, be employed by or have any interest in any other business other than the Franchised Businesses. Franchisee agrees that Franchisee may not, without the prior written consent of Franchisor, engage in any commercial activity that: (i) is not performed for the sole and direct benefit of the Franchised Businesses; (ii) may benefit or promote any other business that are not the Franchised Businesses; and (iii) may be injurious to the Franchised Businesses or the goodwill associated with the Proprietary Marks and System. Franchisee acknowledges that Franchisee's (or Franchisee's principals) violation of the terms of Section 6 of this Addendum and Section 7.10 of the Applicable Franchise Agreements will be a material breach of this Addendum and the Applicable Franchise Agreements, and Franchisor may terminate this Addendum with notice and without an opportunity to cure. The foregoing remedy shall be in addition to any other legal or equitable remedies that the Franchisor may possess.

6. **Default of Addendum Constitutes Default Under All Applicable Franchise Agreements**. In the event Franchisee breaches any of the provisions of this Addendum, such breach will constitute a material default of all Applicable Franchise Agreements and must be cured within 30 days from Franchisee's receipt of Franchisor's written notice of such breach as set forth in Section 15.4 of the Applicable Franchise Agreements. If Franchisee fails to cure such breaches within the prescribed time period, Franchisor may, at its option, terminate one or more of the Applicable Franchise Agreements immediately upon providing written notice.

7. **Time of the Essence**. With respect to Franchisee's obligations under Sections 4 and 6 of this Addendum, time is of the essence.

8. **Governing Law**. This Addendum shall be deemed to have been made in the State of North Carolina and shall be construed according to the laws of the State of North Carolina.

9. **Ratification and Confirmation of the Applicable Franchise Agreements**. Except as amended by this Addendum, any and all other terms and conditions set forth in the Applicable Franchise Agreements are hereby ratified and confirmed as if fully restated herein, including without limitation, those provisions regarding dispute resolution and venue, which will also apply to any claims or disputes arising out of or related to this Addendum. All capitalized terms not specifically defined in this Addendum will be afforded the definition given to them in the Applicable Franchise Agreements.

10. **Entire Agreement**. The Applicable Franchise Agreements and this Addendum constitute the entire, full, and complete agreement between the parties concerning the subject matter set forth herein and supersede any and all prior agreements. In the event of a conflict between the terms of any Applicable Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control. This Addendum constitutes an amendment to all Applicable Franchise Agreements. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Addendum the date and year first written above.

FRANCHISOR

MOWBOT, INC.

By: _____ _____
Anthony Hopp, CEO Date

FRANCHISEE (IF AN INDIVIDUAL):

_____ _____
Signature Date

_____
Print Name

OR

IF FRANCHISEE IS A BUSINESS ENTITY:
OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_____
Name of Corporation, Partnership or Limited Liability Company

By: _____ _____
Signature Date

_____
Print Name

_____
Title

Exhibit D
to
MowBot, Inc.'s Franchise Disclosure Document

State Specific Addenda

California Addendum to the Franchise Disclosure Document

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

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

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

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

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

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

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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

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

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the laws of ~~California~~North Carolina. This provision may not be enforceable under California law.

Hawaii Addendum to the Franchise Disclosure Document

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

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

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

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

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

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

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

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

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

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

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

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

Illinois Addendum to the Franchise Disclosure Document and Franchise Agreements

Illinois law governs the Franchise Agreements.

A Surety Bond has been obtained by Franchisor to assure its financial capability; the Bond is on file with the Office of the Illinois Attorney General. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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.

Your 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.

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FRANCHISEE (IF AN INDIVIDUAL):

_____ _____
Signature Date

_____
Print Name

OR

IF FRANCHISEE IS A BUSINESS ENTITY:
OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_____
Name of Corporation, Partnership or Limited Liability Company

By: _____ _____
Signature Date

_____
Print Name

_____
Title

Maryland Addendum to the Franchise Disclosure Document

Addendum to the Franchise Disclosure Document:

Item 5 is amended as follows:

> Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the multi-unit addendum opens.

Item 17 is amended as follows:

> The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law. (11U.S.C. Section 101 et seq.)
>
> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of liability incurred under the Maryland Franchise Registration and Disclosure Law.

~~MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND EXHIBITS~~

~~With respect to Item 17, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise. Additionally, pursuant to COMAR 02.02.08.16L, any general release required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. The representations you make in the Compliance Certification (Exhibit K to this Disclosure Document) will not act as a release, estoppel or waiver of any liability incurred by us under the Maryland Franchise Registration and Disclosure Law.~~

~~With respect to Item 17, under certain circumstances, the Franchise Agreement requires you to submit to a court proceeding in the State of North Carolina. These provisions may run contrary to the Maryland Franchise Registration and Disclosure Law. Therefore, nothing will preclude you from being able to enter into litigation with us in Maryland, as long as the nature of the litigation is not the type of dispute, controversy, claim, action, or proceeding which would be subject to mediation under the Franchise Agreement. Furthermore, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.~~

~~With respect to Item 17's discussion of our right to terminate you upon your bankruptcy, this provision in the~~

Franchise Agreement may not be enforceable under federal bankruptcy law (11 U.S.C.§101 et. seq.).

With respect to the FDD and the Compliance Certification, any representations requiring franchisees to assent to any release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT
Sections 2.2.8 and 14.3.2.4 of the Franchise Agreement shall hereby be amended to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Section 18.4 of the Franchise Agreement shall hereby be amended to provide that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Section 18.9 of the Franchise Agreement shall hereby be amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Notwithstanding anything contained in the Franchise Agreement, all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The undersigned does hereby acknowledge receipt of this Addendum. Dated this_____day of _____, 20___.

FRANCHISOR NAME_____ PROSPECTIVE FRANCHISEE_____

Minnesota Addendum to the Franchise Disclosure Document

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

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

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

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

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

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

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

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE

EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS

PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

New York Addendum to the Franchise Disclosure Document

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

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

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

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

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

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

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

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

~~D.~~ No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by

D. a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

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

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

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

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

North Dakota Addendum to the Franchise Disclosure Document

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

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

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

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Rhode Island Addendum to the Franchise Disclosure Document

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

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

South Dakota Addendum to the Franchise Disclosure Document

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

Payment of initial franchise fees shall be deferred until the franchisor has completed its pre-opening obligations to franchisee and franchisee has opened for business.

Virginia Addendum to the Franchise Disclosure Document

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

Washington Addendum ~~to the Franchise Disclosure Document and Franchise Agreement~~Franchise Agreement and Related Agreements

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

The collection of Initial Franchise Fees will be deferred until the Franchisor has fulfilled all pre-opening obligations and the franchisee is open for business. The initial fees for the purpose of the deferral include all initial franchise fees described in Item 5 of the Franchise Disclosure Document.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

~~The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.~~

~~In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the 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 limitation period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.~~

~~Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

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The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR:

_____ _____
Signature Date

_____
Print Name

FRANCHISEE (IF AN INDIVIDUAL):

_____ _____
Signature Date

_____
Print Name

OR

IF FRANCHISEE IS A BUSINESS ENTITY:
OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_____
Name of Corporation, Partnership or Limited Liability Company

By: _____ _____
Signature Date

_____
Print Name

_____
Title

This addendum may also be used as a rider to the Franchise Disclosure Document.

Indiana Addendum to the Franchise Agreement

This Addendum to the Franchise Agreement dated_____(the "Agreement") is by and between MowBot, Inc., a North Carolina corporation ("Franchisor") and_____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Deleted. To the extent required for the Agreement to be in compliance with the Indiana Acts, any provision of the Agreement which would have any of the following effects is hereby deleted:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. **Effective Date.** This Addendum is effective as of the Effective Date.

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FRANCHISOR:

_____ _____
Signature Date

_____
Print Name

FRANCHISEE (IF AN INDIVIDUAL):

_____ _____
Signature Date

_____
Print Name

OR

IF FRANCHISEE IS A BUSINESS ENTITY:
OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_____
Name of Corporation, Partnership or Limited Liability Company

By: _____ _____
Signature Date

_____
Print Name

_____
Title

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT AND MULTI-UNIT ADDENDUM

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until franchisor has completed its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the multi-unit agreement opens.

Sections 2.2.8, 14.3.2.3 and 14.3.2.4 of the Franchise Agreement shall hereby be amended to provide that, the general release required as a condition of renewal, sale, and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Section 15.1 of the Franchise Agreement is amended in part to provide that termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et. seq.).

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The undersigned does hereby acknowledge receipt of this Addendum. Dated this _____ day of _____, 20___.

_____

FRANCHISOR NAME FRANCHISEE

Minnesota Addendum to the Franchise Agreement

This Addendum to the Franchise Agreement dated _____ (the "Agreement") is by and between MowBot, Inc., a North Carolina corporation ("Franchisor") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

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

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

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

3. **Effective Date.** This Addendum is effective as of the Effective Date.

FRANCHISOR:

_____ _____
Signature Date

_____
Print Name

FRANCHISEE (IF AN INDIVIDUAL):

_____ _____
Signature Date

_____
Print Name

OR

IF FRANCHISEE IS A BUSINESS ENTITY:
OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_____
Name of Corporation, Partnership or Limited Liability Company

By: _____ _____
Signature Date

_____
Print Name

_____
Title

New York Addendum to the Franchise Agreement

This Addendum to the Franchise Agreement dated_____(the "Agreement") is by and between MowBot, Inc., a North Carolina corporation ("Franchisor") and_____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Franchisor or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3 Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Franchisor with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Addendum is effective as of the Effective Date.

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FRANCHISOR:

_____ _____
Signature Date

_____
Print Name

FRANCHISEE (IF AN INDIVIDUAL):

_____ _____
Signature Date

_____
Print Name

OR

IF FRANCHISEE IS A BUSINESS ENTITY:
OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_____
Name of Corporation, Partnership or Limited Liability Company

By: _____ _____
Signature Date

_____
Print Name

_____
Title

North Dakota Addendum to the Franchise Agreement

This Addendum to the Franchise Agreement dated _____ (the "Agreement") is by and between MowBot, Inc., a North Carolina corporation ("Franchisor") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary & Punitive Damages: Franchisee does not waive of exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Addendum is effective as of the Effective Date.

FRANCHISOR:

Signature _____ Date _____

Print Name _____

FRANCHISEE (IF AN INDIVIDUAL):

Signature _____ Date _____

Print Name _____

OR

IF FRANCHISEE IS A BUSINESS ENTITY:
OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

Name of Corporation, Partnership or Limited Liability Company _____

By: _____ Date _____
Signature

Print Name _____

Title _____

Rhode Island Addendum to the Franchise Agreement

This Addendum to the Franchise Agreement dated _____ (the "Agreement") is by and between MowBot, Inc., a North Carolina corporation ("Franchisor") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Addendum is effective as of the Effective Date.

FRANCHISOR:

_____ _____
Signature Date

_____
Print Name

FRANCHISEE (IF AN INDIVIDUAL):

_____ _____
Signature Date

_____
Print Name

OR

IF FRANCHISEE IS A BUSINESS ENTITY:
OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_____
Name of Corporation, Partnership or Limited Liability Company

By: _____ _____
Signature Date

_____
Print Name

_____
*Title*_____

South Dakota Addendum to the Franchise Agreement

This Addendum to the Franchise Agreement dated _____ (the "Agreement") is by and between MowBot, Inc., a North Carolina corporation ("Franchisor") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Deferral. Payment of initial franchise fees shall be deferred until the franchisor has completed its pre-opening obligations to franchisee and franchisee has opened for business.

3. Effective Date. This Addendum is effective as of the Effective Date.

FRANCHISOR:

_____ _____
Signature Date

_____
Print Name

FRANCHISEE (IF AN INDIVIDUAL):

_____ _____
Signature Date

_____
Print Name

OR

IF FRANCHISEE IS A BUSINESS ENTITY:
OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_____
Name of Corporation, Partnership or Limited Liability Company

By: _____ _____
Signature Date

_____
Print Name

_____
Title

Exhibit E
to
MowBot, Inc. Franchise Disclosure Document

Financial Statements

Huggi any, CPA PA
Certifi ecojlntants

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(704) 399 6939 (Fax

11\DEPE'IDENT Al 1 DIT OR'S REPORT

.luh _, L 21119

To The Stockholders Of Mowbot. Inc.
I 07 Parr llri,c
I lunters, ilk.'\(' 28078

\\'e ha,-c audited the accrml]Xlll: ing linancial statements of \1cm hoL Inc.. a '-iorth Carolina corporation. which comprise the balance sheets as of lkcemher:; I. '.ZOI 8 and 21117. and the rc·latcd statements of income and stockholders· equity. and cash lhrns for the ,cars ended. and the related notes to the linancial **statements.**

\lana emcnfs Responsibilit: for the Financial Statements

Management is responsible lt)r the preparation and foir presentation of these financial statements in accordance,, ith accounting principles genc-ralh accepted in the l 'nited State·s of ,\mc·rica: thisincludes the design. implementation. and maintenance of internal control relevant to the preparation and fair presrntation of financial statements that arc free from material misstatement. whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the l lnited States or America. Those standards require that ,,e plan and pc-rfonn the audit to obtain reasonable assurance about \\hcther the financial statements arc Ii-cc from material misstatement.

:\n audit imohcs pcrfonninlc' procedures to obtain audit c,i,kncc about the amounts and disclosures in the linancial statements. I he procedures sdected depend on the auditor"s _judgment. including the assessment lll. the risks of material misstatement of the financial statements. \\hcther due to fraud or error. In nwking those risk ,1ssessmcnts. the "uditor considers internal control relcrnnt to the cntity·s preparation and foir presentation or the· linancial stalcmcnts in mder to design audit procedures that are appropriate in the circumstances. hut not l,,r the purpose of expressing an opinion or the L"ITccti, encss or the entit, ·s internal control. Accordingly. ,,e express no such opinion. 1\11 audit also involves evaluating the appropriateness of **accounting policies used and the rL'asonahlcncss of ignilicant accounting 1..'stinwtes made h) management.** as well as evaluating the overall presentation ofthc financial statements.

We belie\·e that the audit e\idence \\e ha,e obtained is surticient and appropriate to pnl\icle a basis for our audit opinion.

Opinion

In our opinion. the' linancial statements rekrre'd to abme present foirl,. in all material respects. the financial position of Mowbot. Inc. as of December JI. 2018 and 2017. and the results of operations ;md cash !lows for the initial period then ended in accordance \\ ith accounting principles gencrall) accepted in the l Tnited States or America.

Huggins & Company, CPAs AA

Huggins & Company. Cl'A /':\
Charlotte. North Carolina

MO\\BOT, Ii\C. BALANCE SHEET
AS OF DECEMBER] I, 2018 Ai\D 2017

	2018	2017
ASSETS		
C|IRRENT ASSETS		
Ca,h	$ 27.){}()	S 'U88
Accounts Rccci, able	4.448	0
H()]ding .,\ccount	5.0110	0
Prepaid Expense	4,;i'JO	_Q
l'otal (·urrcnt .A:-:.:-.ch	·+1.637	<),188
PIHWERTY, PLA:\T AND H)I:JPMF'iT		
Property. l'lant And Lquipllll"llt (Net or,\cellllllliated		
I kprl'l.. iatil)ll Of S1.616 :111d \8() n.."'\ll'Cti,t.·I: l 8.1118 '.'.097		
OTHER ASSETS		
Intanµibk (·ost (Net or ;\ccumulatL'd A111ort1.ation ()f)1()] I a11d		
sc: .pecti,·cl: $1811 *10./,C,3* I 0.(,53		
I\otc , Rccci,·ahle Lrng Tcrm Purtion II 50.0()0		
Total Other Assets *I 0.!,(,3* (,0,653		
TOTAL ASSI<TS $ 60)118 $ _75,13_8		
LIABILITIES A'ill STOCKHOLI)ERS' E()IJITY		
(I RRENT LIABILITIES		
Accnunh Payable Accrued I •:xpenses	S IU71 544	
Loc;1] J\(h·crfr_,ing	0 1.195	
	:1_,1117 (i	
l'otal Current Liabilities	15.618	1,739
STOCKHOLDERS' F()I ITY		
Common Stock	30.0110	31Hl00
.\dditional l'aid In (·apital	60.11110	0
Rt:tai11ed h1rmint! ·:·.	(•14.9 I 1)2	*1 3)9 9*
lotal St<lei.h<lleler, E.quity	el5.ll'III	7_3J99
TOTAL LIABILITIES AND STOCKHOLDERS' E()ITITY	S 60. 708	75,138

;\JO\\BOT, 11\C. STATFME'\JT OF INCOME
FOR THIE YEARS E'.\IDED DECEMBER 31, 2018 AI\D 2017

e018 e017		
I'ICOMF		
hanchise Sales	[1(,.()12	$:i0,000
l :quip111e11t Sa]c_..,	l 1-1.9110	l)
( )pening i\: .: ,_...,ist;111ee *h..e*	l ,.01111	II
( )ther Incl)tlll'	_',_*9(d*	l)
Total Income	'.'8''!.87(,	:ill.000
COST OF GOODS	152,817	l)
Gross Profit	117.0:i<J	:i0.000
OI'FRATIN(; EXPI·:1\SES	23,_108	-6.33-1
OPERATIN<; INCOME (LOSS)	l 8/dl-l'l)	-13.6(,(,
OTIIFR INCO ff (EXPENSE)		
I kprceiat io11 And .,\rnort !/at it)ll	('.';'_60)	('.'(,7)
!''Pta! Other 1111.:t)IIII' (l.\.j1l'll;',l')	(:'.'.'(,II)	J.:'67)
:'<et lncnrne (l.Pss) t (88,30'!)		$ -1:\39()

See Arcompanying Notes and Independent Auditor's Report

MO\VBOT, INC.
STATEME'.'IT OF CHANGES IN STOCKHOLDERS' EQUITY FOR TIIE YEARS ENDED DECEMBER 31, 2018 AND 2017

	COMMON STOCK	ADDITIONAL PAID IN CAPITAL	RETAINED EARNINGS
SHAREHOLDER CONTRIBUTION	$ 10,000		
NET INCOME FROM THE PERIOD OF INCEPTION	10 000		41 399
HALANCE AT DECEMHER 31, 2017	$_30,0QQ_	$	43_J_29
CAPITAL COI\TRIBLTIOI\		60,000	
NET INCO:\IE			88 309)
BALANCE AT DECE\IBER 31, 2018	30,QlliL	L60,0Q0	(44,910)

See Accompanying Notes and Independent Auditor's Report

MO\VBOT, INC. STATEMENT OF CASI! FLO\VS
FOR THE YEARS ENDED DECEMBER 2018 AND 2017

2018 2017

CASH FLOWS FROM OPERATI\G ACTI\'ITIES		
Net Income (Loss)	S (88,309)	S 43,399
Adjustments To Reconcile Net Income To Net Cash Provided By Operating Activities:		
f)cpreciation And J\rnort ization	2,260	267
(Increase) Decrease In Assets:		
Accounts Receivable	(4,448)	0
Holding Account	(5,000)	0
Prepaid Expense	(4,590)	{)
Increase (Decrease) In Liahilities:		
AcC<)unts Payable	11,029	544
Accrued l'xpenses	(I, I 95)	0
Local Advertising	4 047	I 195
Net Cash Provided By (Used In) Operating Activities (86,206) 45 405		
CASI! FLOWS FRO\I INVESTING ACTIVITIES		
Notes Receivahle	50,000	(50,000)
Capital Expenditures	(5,583)	(I 6,017)
Net Cash Provided By (Used In) Investing Activities	44 417	(66,0 I 7)
CASH FLOWS FROM FINANCING ACTIVITIES		
Capital Contribution	60 000	30 000
Net Cash Provided By Financing Activities	60 000	30 000
NET INCREASE IN CASH	18,211	9.388
CASH, At Beginning Of The Year	9 388	0
CASH, At End Of' The Year 5	7.S'1 9	- 9,3 ScB

Huggins & Company, CPA PA
Certified Public Accountants

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Charlotte, N.C. 28216
(704) 394-2364
(704) 399-6939 (Fax)

257 N. Highway 16
Denver, N.C. 28037

INDEPENDENT AUDITOR'S REPORT

April 28, 2020

To The Stockholders Of
Mowbot, Inc.
5850 Fayetteville Road, Suite 202
Durham, NC 27713

We have audited the accompanying financial statements of Mowbot, Inc., a North Carolina corporation, which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of income and stockholders' equity, and cash flows for the years ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Huggins + Company, CPA PA

Huggins & Company, CPA PA
Charlotte, North Carolina

MOWBOT, INC.
BALANCE SHEET
AS OF DECEMBER 31, 2019 AND 2018

ASSETS	2019	2018
CURRENT ASSETS		
Cash	$ 725,762	$ 27,599
Accounts Receivable	1,612	4,448
Holding Account	0	5,000
Prepaid Expense	0	4,590
Total Current Assets	727,374	41,637
PROPERTY, PLANT AND EQUIPMENT		
Property, Plant And Equipment (Net Of Accumulated Depreciation Of $5,770 and $1,616 respectively)	30,044	8,408
OTHER ASSETS		
Intangible Cost (Net Of Accumulated Amortization Of $1,683 And Respectively $911)	9,891	10,663
Security Deposits	4,091	0
Notes Receivable – Long Term Portion	30,000	0
Deferred Tax Asset	117,001	0
Total Other Assets	160,983	10,663
TOTAL ASSETS	$ 918,401	$ 60,708

LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts Payable	$ 46,876	$ 11,571
Accrued Expenses	7,100	0
Local Advertising	4,022	4,047
National Brand Fund	4,053	0
Total Current Liabilities	62,051	15,618
STOCKHOLDERS' EQUITY		
Common Stock	30,000	30,000
Preferred Stock	1,250,000	0
Additional Paid In Capital	119,970	60,000
Retained Earnings	(543,620)	(44,910)
Total Stockholders' Equity	856,350	45,090
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 918,401	$ 60,708

See Accompanying Notes And Independent Auditor's Report

MOWBOT, INC.
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
INCOME		
Franchise Sales	$ 222,264	$ 136,012
Equipment Sales	45,037	134,900
Opening Assistance Fee	20,000	15,000
Other Income	8,100	3,964
Total Income	295,401	289,876
COST OF GOODS	19,314	152,817
Gross Profit	276,087	137,059
OPERATING EXPENSES	886,872	223,108
OPERATING INCOME (LOSS)	(610,785)	(86,049)
OTHER INCOME (EXPENSE)		
Depreciation And Amortization	(4,926)	(2,260)
Total Other Income (Expense)	(4,926)	(2,260)
INCOME (LOSS) BEFORE PROVISION FOR INCOME TAXES	(615,711)	(88,309)
Income Tax Benefit	(117,001)	0
Net Income (Loss)	$ (498,710)	$ (88,309)

See Accompanying Notes and Independent Auditor's Report

MOWBOT, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	COMMON STOCK	PERFERRED STOCK	ADDITIONAL PAID IN CAPITAL	RETAINED EARNINGS
BALANCE AT DECEMBER 31, 2017	$ 30,000			43,399
CAPITAL CONTRIBUTION			60,000	
NET LOSS				(88,309)
BALANCE AT DECEMBER 31, 2018	$ 30,000	$ 0	$ 60,000	$ (44,910)
CAPITAL CONTRIBUTION		1,250,000	59,970	
NET LOSS				(498,710)
BALANCE AT DECEMBER 31, 2019	$ 30,000	$ 1,250,000	$ 119,970	$ (543,620)

See Accompanying Notes and Independent Auditor's Report

MOWBOT, INC.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	$ (498,710)	$ (88,309)
Adjustments To Reconcile Net Income To Net Cash Provided By Operating Activities:		
Deferred Taxes	(117,001)	
Depreciation And Amortization	4,926	2,260
(Increase) Decrease In Assets:		
Accounts Receivable	2,836	(4,448)
Holding Account	5,000	(5,000)
Prepaid Expense	4,590	(4,590)
Security Deposits	(4,091)	0
Increase (Decrease) In Liabilities:		
Accounts Payable	35,304	11,029
Accrued Expenses	7,100	(1,195)
Local Advertising	(25)	4,047
National Brand Fund	4,053	0
Net Cash Used In Operating Activities	(556,018)	(86,206)
CASH FLOWS FROM INVESTING ACTIVITIES		
Notes Receivable	(30,000)	50,000
Capital Expenditures	(25,789)	(5,583)
Net Cash Provided By (Used In) Investing Activities	(55,789)	44,417
CASH FLOWS FROM FINANCING ACTIVITIES		
Capital Contribution	1,309,970	60,000
Net Cash Provided By Financing Activities	1,309,970	60,000
NET INCREASE IN CASH	698,163	18,211
CASH, At Beginning Of The Year	27,599	9,388
CASH, At End Of The Year	$ 725,762	$ 27,599

See Accompanying Notes and Independent Auditor's Report

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

Mowbot, Inc (the Company) was organized on July 25th, 2017 in the state of North Carolina. The Company offers franchise business opportunities in the lawn and garden care industry, utilizing robotic equipment to customers throughout the United States. The Company operates from a corporate headquarters located in Durham, North Carolina.

CASH EQUIVALENTS

The Company maintains its cash in bank deposit accounts. Cash maintained in the accounts do not exceed federally insured amounts.

USE OF ESTIMATES IN PREPARATION OF FINANCIAL STATEMENTS

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

INCOME TAXES

Initially, the Company, with the consent of its shareholders, elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. On May 28, 2019, Husqvarna Holding AB purchased 3,000 shares of the Company's stock making the Company ineligible to maintain its S corp status and therefore began being taxed as a regular C corporation.

Management has concluded that any tax provisions that would not meet the more-likely-than-not criterion of FASB ASC 740-10 would be immaterial to the financial statements taken as a whole. Accordingly, the accompanying financial statement does not include any provision for uncertain tax positions, and no related interest or penalties have been recorded in the balance sheet. Federal and state tax returns of the entity are generally open to examination by the relevant taxing authorities for the period of three years from the date the returns are filed.

ACCOUNTS RECEIVABLE

Generally, accounts receivable is recorded at the amount the Company expects to collect on balances outstanding at year-end. Differences between the amount due and the amount management expect to collect are reported in the results of the operations of the year in which those differences are determined, with an offsetting entry to a valuation allowance for trade accounts receivables. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable.

PROPERTY AND DEPRECIATION

Property and equipment are carried at cost except for instances of impairment losses. At the point an impairment loss is noted, the assets will be written down to market value and any resulting loss will be included in operations. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized. The cost of assets sold, retired or otherwise disposed of and the related allowance for depreciation are eliminated from the accounts, and any resulting gain or loss is included in operations.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PROPERTY AND DEPRECIATION (CONTINUED)

Depreciation is provided using both straight-line and accelerated methods over the estimated useful lives of the assets, which are as follows

	Useful Lives
Equipment	5 Years

Depreciation expense for the period of inception to December 31, 2019 and 2018 was $4,154 and $1,530 respectively.

INTANGIBLE ASSETS

Intangible assets subject to amortization include a franchise cost and trademark cost. The franchise and trademark will be amortized over fifteen years.

	Cost	Impairment	Amortization	Net
Franchise Start-Up	$ 10,064	$ 0	$ 1,514	$ 8,550
Trademark	1,510	0	169	1,341
	$ 11,574	$ 0	$ 1,683	$ 9,891

Amortization expense for the period of inception to December 31, 2019 and 2018 was $772 and $730 respectively.

ADVERTISING

The Company expenses advertising production costs as they are incurred and advertising communication cost the first time the advertising takes place. Advertising expense for the Company was $216,361 and $31,745 for the periods ended December 31, 2019 and 2018.

RECENT ACCOUNTING PRONOUNCEMENTS

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU replaces nearly all existing U.S. GAAP guidance on revenue recognition. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers: Topic 606, Deferral of Effective Date*. This standard delays the effective date for non-public entities that are franchises to fiscal years beginning after December 15, 2019, with early adoption permitted. As of December 31, 2019, the Company was evaluating the impact the pronouncement may have on the financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which will require leases to be recorded as an asset on the balance sheet for the right to use the leased asset and a liability for the corresponding lease obligation for leases with terms of more than twelve months. ASU 2016-02 is effective for non-public companies for fiscal years beginning after December 15, 2019, with early adoption permitted. As of December 31, 2019, the Company was evaluating the impact the pronouncement may have on the financial statements.

NOTE 2 - CONCENTRATION OF CREDIT RISK

The Company had $529,980 and $0 on deposit at December 31, 2019 and 2018, in excess of the amount insured by the Federal Deposit Insurance Corporation (FDIC) limit. The FDIC currently insures up to $ 250,000 for each depositor in a given bank.

NOTE 3 – PROPERTY, PLANT AND EQUIPMENT

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

	2019	2018
General Equipment	$ 35,814	$ 10,024
Total Property, Plant and Equipment	35,814	10,024
Less Accumulated Depreciation	(5,770)	(1,616)
Net Property, Plant and Equipment	$ 30,044	$ 8,408

NOTE 4 – INSTALLMENT SALE NOTE RECEIVABLE

The Company entered into a notes receivable agreement with a franchisee and is to be repaid on or before January 15, 2023. The note receivable balance was $30,000 and $0 as of December 31, 2019 and 2018 respectively.

NOTE 5 – CAPITALIZATION

Mowbot, Inc. is capitalized under the laws of North Carolina with authorized common stock of 100,000 and 9,000 outstanding at no par value and preferred stock of 3,000 and 3,000 outstanding at no par value.

NOTE 6 - DEFERRED TAXES

Deferred income tax at December 31 consists of depreciation differences and net operating loss carryforwards in the amount of $497,193 for Federal and State. The net operating loss carryforwards begin expiring in 2039 for federal and state tax purposes. The components of the deferred tax asset are as follows:

	2019	2018
Federal	$ 104,554	$ 0
State	12,447	0
Total	$ 117,001	$ 0

NOTE 7 – INCOME TAXES

The components of the provision for (benefit from) income taxes, for the years ended December 31, are as follows:

	2019	2018
Federal Income Taxes	$ 0	$ 0
State Income Taxes	0	0
	0	0
Deferred Income Tax Expense (Benefit)	(117,001)	0
Income Tax Expense (Benefit)	$ (117,001)	$ 0

The Company's provision for income taxes differs from applying the statutory U.S. federal income tax rate to income before income taxes. The primary differences result from providing for state income taxes, and from deducting certain expenses for financial statement purposes but not for federal income tax purposes.

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and that the Company or its shareholders will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Company's tax returns remain open for three years for federal income tax examination.

NOTE 8 - LEASES

Starting July 2019, the Company entered into a month to month agreement with a related party for $1,400 per month. Starting June 2019, the Company entered into a 3 year lease for $2,045 per month. Total rental expense charged to operations for the years ended December 31, 2019 and 2018 was $31,153 and $0, respectively. The following is a schedule by years of the future minimum rentals under the lease at:

Year ended May 31:	
2020	$ 24,540
2021	24,540
2022 Thereafter	12,270
	$ 61,350

NOTE 9 - FRANCHISE INCOME

The Company franchises locations to operate under its trade name, Mowbot, Inc. A franchise includes, but is not necessarily limited to, territorial rights, training, and materials. Initial franchise fees are recorded as income generally on the date the franchise agreements are signed and commence operation. Franchise royalty revenues are based on franchisees sales and are recognized when earned.

NOTE 9 - FRANCHISE INCOME (CONTINUED)

Information about the number of franchises is as follows:

	2019	2018
Franchises:		
Sold	3	3
In operation as of December 31	3	0

NOTE 10 – RELATED PARTY TRANSACTIONS

One of the franchises outstanding is owned by a company that one of the primary shareholders is also an owner. During the year ended December 31, 2019, the Company paid rent to related parties totaling $11,200

NOTE 11 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through April 28, 2020, the date which the financial statements were available to be issued.

~~**See Accompanying Notes and Independent Auditor's Report**~~

MOWBOT, 11\C.
NOTES TO FINANCIAL STATE'\1ENTS AS OF DECEMBER 31, 2018 AND 2017

NOTE I - SUMMARY OF Sl(;:\IFICA:\T ACC:Ol:\TING POLICIES

NATVRE OF Bl!Sl'iESS
Mowbot. Inc (the ('ompany) was organized on July 25111 2017 in the state of North Carolina. The
Crnnpan: offer .; fr;111chisl' busim:ss ()pp()rtunitic: . in the la,, n ;ind garden care industry. utili1.ing robotic cquip111cnt to c11stomcrs
tltrouμhout the United State: .. The Company operatl:s from a corporate headquarters ll1c;Jtcd in I lu11tcrs, ilk. Ntlrth (·aroli11;1.

CASH EQllVALE:\TS
The Company maintains its cash in bank deposit accounts. (·ash maintained in the accounts do not c\.cccel !t.-derall\ in:-.urccl amounts.

USE OF ESTII\IATES IN PREPARATION OF FINANCIAL STATEMENTS
The preparation of financial statcmcnh. in conrom1it) ,,·ith general]) accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent a'. .' iets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

INCOME TAXES
·1 he Cl)tllpan:,.·. \\ ith the c(111se11t tir its shareholder: .. ha-, elected under the Internal Rc\·enue Code to
K ;111 S corporatiun. In liL'll or corporation incu111c ta-.es. the shareholders of an S corporation are ta.'\cd 011 their proportionate share
or the (·ompany·s ta.\abk income. Therl'l'ore. 110 provision or
liability !'or federal i11come ta\es has been included in the fi11ancia! statclllcnts.

'v1anagc111ent lias concluded that an) ta\ proYi...,ions that \\ould nut meet the rnore like!J tha11 1wt criterion of 1:i\SB :\SC 7 W 10 \\ otdd be
rnmall'rial (1 the l'i11ancial '.-.latemL·11ts taken as a \\hole.
\ccordi11gl). the accl1mpa11yi11g fi11a11cial stale111l'11t docs not include an) pro\ is ion fur uncertain ta\. positions. and no rcbted
interc'. .t or penalties ha\e been recorded in the balance sheet. Federal and
state ta: . returns ni'thL· e11tit) arc generally upcn to c: .a111inatiun b) the rck\allt ta .ing authorities for the period or three years from the date the returns are llled.

ACCOUNTS RECEIVABLE
CiL·nerall:. accnunh recci\able is recurded at the amount the CompanJ e.\pcch to cullect on balances outstanding at year end.
Differences hct,\ecn the amount dt1L' and the amount lllanagement e\pcct to collect arc reponed in 1he results of the operations of the year in \\liich those difll'rcnccs are determined. with an offsetting entry to a \'aluation al!(l\\ance ror trade accounts receivables.
Balances that aJT stil! outstanding after management has used reasonable co!lcction effort . arc ,Hittcn off throug.h a charge to the
\'aluatio11 allowance and a credit to trade accounts receivable.

PROPERTY ,\Nil IJEPRECL\TION
Property and cquipn1L·nt ;ire carried at cost l'.\cept for in...,t,rncc ; of i111pairr11ent losses. At the point an impairment loss is 11oted. the assets \\ill hL· \\ritll'n ci1)\\!1 tu rnar ct ,aluL' a11d any rL·...,ulting loss „ill lll' included in operations. F-.pcnditurcs ror mai11tcna11cc and repairs arc e: .pcnsed currently. \\·hilc n:11C\\tlls and hcttcrincnts that material I) e-.tcnd the lifL' of a11 a ,sct ;ire capitali1.cd. ·1 he CU'.-.! of assets sold, retired or otherwise disposed or and the related allowance for depreciation arc eliminated from the accounts. and r111; re_...,ulting gain nr loss i .; included in oper;itions.

:VIOWBOT, INC.
NOTES TO FINANCIAL STATEMENTS AS OF DECEMBER 31, 2018 AND 2017

NOTE I - SII:\1MARY OF SIGNIFICANT ACC()IINIT\G POLICIES (CONTINUED) PROPERTY AND DEPRECIATIO:\ (CO'I'TINIJEIJ)

Depreciation is provided using both straight-line and accelerated methods over the estimated useful lin:s of the assets. \\hic!i are as l'ollo\\S

l lserul Lives

ı .quipment 5 Ycars

Depreciation e,pe11,e for the period or inception tu December 3 I. :'0 18 and 2017 """ $1,530 and $86 respectively.

INTANGIBLE ASSETS

Intangibk asseh subject tn anwrti1atinn include ,ı franchise cust ,rnd tr,1demar cost. The franchist and trademnrk ,viii be amnrtized over fifteen years.

Cost	l111pairn1ent	/\morti:tation	Net
\·ranc\Jisc Start lip	$ 10,064	$ ()	$ 843	$ 9,22 I
lrnc\e111ar! . UI0	()	68	I. :'
$ IUH	S	0	$ 911	$ I 0,663

Amorti1ation e,pense for the period or inception to December 31, 2018 and 20 I 7 was $730 and $181 respectin ly.

AIJVERTISING

·1 he Company e>.penses advertising prodw:tion costs as the) are incurred and advertising cunm1t111icatin11 CO'-.t the llrst time the ad\'ertising take: placeL'. Atherti' .!ng e:\pense !'or the Compan: """ $31,7 +5 ,111d $111,w the periods ended \Jcce111ber .11, 2018 and 2017.

RECENT ACCOIINTIN(; PRONOIINCEMENTS

In May 20\,1, the \-';\SB issued ;\ Sl 1 No. 2014-0<J, *R,Te1111e fiwn Co11lme11* 11·i1h *C11.1/0111ers Ifopic* 606). ·1 his /\SIJ replaces nearly all e: ..isting IJ.S. (iA/\P guidance on re\'enuc recognition. In August :.:015_ the F.i\SB issued /\ Sl No. :.:015 1 L *Rerl'nue /i·om ('ontructs ▸ rith ('11slomers: 'J'opic* 606, *Dcferru/ of Ff/i uin· Dul<'.* I his standard delays the elfecti1e date for mm public entities to ltsca\ ;e;1rs beginning atkr DcL·ember 15. =:018. \\ith early ;idoptil)fl permitted. As of December 31. :.:018. the Company \\as e\;iluating the itnpact the pro11ounce111ent may ha\'e lH1 the financial statements.

NOTE 2 - PROPERTY, PLANT AND EQLIII'MENT

Property. plant and equip111ent :11 December *3* l. consists or till'. following:

2018	2017
General 1·:quipment	ı0,Q24	S *S l. 3*
lotal Property. Plant and Eq11ip111ent Less Accumulall'd Deprcciatinn	10,02 1 1l	5.183
Net Property. Plant and 1 :quipmcnt S	J,16)	/86)
	8,408	5,1)97

~~MOWHOT, I:\C.~~
~~NOTES TO FINANCIAL STATEMENTS AS OF DECEMBI<:R 31, 2018 AND 2017~~

~~I\OTE J - INSTALLMENT SALE NOTE RECEIVABLE~~

~~I'hc Compnny entered intn an agreement \\ Ith a company partially O\\·ncd h) one of the primary shareholders. The note carries a 7°/o intcrc-;t rate and i:-. to he repaid in -16 payments with the first payment due un January I, 20 l 'l. The note receivable balance"'" $50,000 as uf December 31, 2017 and wa: . paid off in :2018.~~

~~'.'<OTE 4 - CAPITALIZATION~~

~~\ilm,bot Inc. i .; c1pitali1cd under the la\,..., of '.\'ortl1 ('arPlina \\ith authori1ccl common stock of I OOJ)()(I and '!_1)00 uutstandin)! at no par, alue.~~

~~NOTE 5 - FRANCIIISI<'. INCOME~~

~~I he CompanJ franchises locations to operate 1111ckr its trade name. l'vk1,,hot, l11c. ;\ franchise includes_ hut j,...,, not nccc .,..,ari!J limited to. territorial ri hh_ training. and materiab. Initial franchise foes are recorded as income generally nn the date the franchise agreements are signed and commence operation. Franchise rnyalt: , rc,·enucs arc ba ,ed on franchisees sales and are recogni/cd \\hen earned.~~

~~ln!'ornrntillll ahnut the number of franchi-;c_-, is; as f{1llo\\:-.:~~

~~Franchise: .:~~
~~Sold~~
~~In upcrati"n as ur December 1 I (l~~

~~I\OTE 6 - REL\TED PARTY TRANSACTIO;\S~~

~~The \1111) franchise nuhtu11di11g \', O\\ IIL'd b; a ClHnp:111; that tIIII' c,r the prim;u y ..,]ian.:lwldcrs is also an owner.~~

~~NOTE 7 - SIIBSEQI!ENT EVENTS~~

~~The Company has e,aluated subsequent events through July 11, 2019, the date which the financial statcmcnh \\Crc ,nailabk II"I be i ,sued.~~

FINANCIAL STATEMENTS ON

MOWBOT, INC.

AS OF DECEMBER 31, 2018 AND 2017

Huggins & Company, CPA PA
Certified Public Accountants

P.O. Box 680668
Charlotte, N.C. 28216
(704) 391-2364
(704) 399-6939 (Fax)

257 N. Highway 16
Denver, N.C. 28037

INDEPENDENT AUDITOR'S REPORT

July 31, 2019

To The Stockholders Of
Mowbot, Inc.
107 Parr Drive
Huntersville, NC 28078

We have audited the accompanying financial statements of Mowbot, Inc., a North Carolina corporation, which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of income and stockholders' equity, and cash flows for the years ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mowbot, Inc. as of December 31, 2018 and 2017, and the results of operations and cash flows for the initial period then ended in accordance with accounting principles generally accepted in the United States of America.

Huggins & Company, CPA PA
Charlotte, North Carolina

MOWBOT, INC.
BALANCE SHEET
AS OF DECEMBER 31, 2018 AND 2017

ASSETS	2018	2017
CURRENT ASSETS		
Cash	$ 27,599	$ 9,388
Accounts Receivable	4,448	0
Holding Account	5,000	0
Prepaid Expense	4,590	0
Total Current Assets	41,637	9,388
PROPERTY, PLANT AND EQUIPMENT		
Property, Plant And Equipment (Net Of Accumulated Depreciation Of $1,616 and $86 respectively)	8,408	5,097
OTHER ASSETS		
Intangible Cost (Net Of Accumulated Amortization Of $911 and respectively $181)	10,663	10,653
Notes Receivable – Long-Term Portion	0	50,000
Total Other Assets	10,663	60,653
TOTAL ASSETS	$ 60,708	$ 75,138

LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts Payable	$ 11,571	$ 544
Accrued Expenses	0	1,195
Local Advertising	4,047	0
Total Current Liabilities	15,618	1,739
STOCKHOLDERS' EQUITY		
Common Stock	30,000	30,000
Additional Paid In Capital	60,000	0
Retained Earnings	(44,910)	43,399
Total Stockholders' Equity	45,090	73,399
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 60,708	$ 75,138

See Accompanying Notes And Independent Auditor's Report

MOWBOT, INC.
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
INCOME		
Franchise Sales	$ 136,012	$ 50,000
Equipment Sales	134,900	0
Opening Asssistance Fee	15,000	0
Other Income	3,964	0
Total Income	289,876	50,000
COST OF GOODS	152,817	0
Gross Profit	137,059	50,000
OPERATING EXPENSES	223,108	6,334
OPERATING INCOME (LOSS)	(86,049)	43,666
OTHER INCOME (EXPENSE)		
Depreciation And Amortization	(2,260)	(267)
Total Other Income (Expense)	(2,260)	(267)
Net Income (Loss)	$ (88,309)	$ 43,399

See Accompanying Notes and Independent Auditor's Report

MOWBOT, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	COMMON STOCK	ADDITIONAL PAID IN CAPITAL	RETAINED EARNINGS
SHAREHOLDER CONTRIBUTION	$ 30,000		
NET INCOME FROM THE PERIOD OF INCEPTION	30,000		43,399
BALANCE AT DECEMBER 31, 2017	$ 30,000		$ 43,399
CAPITAL CONTRIBUTION		60,000	
NET INCOME			(88,309)
BALANCE AT DECEMBER 31, 2018	$ 30,000	$ 60,000	$ (44,910)

See Accompanying Notes and Independent Auditor's Report

MOWBOT, INC.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	$ (88,309)	$ 43,399
Adjustments To Reconcile Net Income To Net Cash Provided By Operating Activities:		
Depreciation And Amortization	2,260	267
(Increase) Decrease In Assets:		
Accounts Receivable	(4,448)	0
Holding Account	(5,000)	0
Prepaid Expense	(4,590)	0
Increase (Decrease) In Liabilities:		
Accounts Payable	11,029	544
Accrued Expenses	(1,195)	0
Local Advertising	4,047	1,195
Net Cash Provided By (Used In) Operating Activities	(86,206)	45,405
CASH FLOWS FROM INVESTING ACTIVITIES		
Notes Receivable	50,000	(50,000)
Capital Expenditures	(5,583)	(16,017)
Net Cash Provided By (Used In) Investing Activities	44,417	(66,017)
CASH FLOWS FROM FINANCING ACTIVITIES		
Capital Contribution	60,000	30,000
Net Cash Provided By Financing Activities	60,000	30,000
NET INCREASE IN CASH	18,211	9,388
CASH, At Beginning Of The Year	9,388	0
CASH, At End Of The Year	$ 27,599	$ 9,388

See Accompanying Notes and Independent Auditor's Report

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

Mowbot, Inc (the Company) was organized on July 25th, 2017 in the state of North Carolina. The Company offers franchise business opportunities in the lawn and garden care industry, utilizing robotic equipment to customers throughout the United States. The Company operates from a corporate headquarters located in Huntersville, North Carolina.

CASH EQUIVALENTS

The Company maintains its cash in bank deposit accounts. Cash maintained in the accounts do not exceed federally insured amounts.

USE OF ESTIMATES IN PREPARATION OF FINANCIAL STATEMENTS

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

INCOME TAXES

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements.

Management has concluded that any tax provisions that would not meet the more-likely-than-not criterion of FASB ASC 740-10 would be immaterial to the financial statements taken as a whole. Accordingly, the accompanying financial statement does not include any provision for uncertain tax positions, and no related interest or penalties have been recorded in the balance sheet. Federal and state tax returns of the entity are generally open to examination by the relevant taxing authorities for the period of three years from the date the returns are filed.

ACCOUNTS RECEIVABLE

Generally, accounts receivable is recorded at the amount the Company expects to collect on balances outstanding at year-end. Differences between the amount due and the amount management expect to collect are reported in the results of the operations of the year in which those differences are determined, with an offsetting entry to a valuation allowance for trade accounts receivables. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable.

PROPERTY AND DEPRECIATION

Property and equipment are carried at cost except for instances of impairment losses. At the point an impairment loss is noted, the assets will be written down to market value and any resulting loss will be included in operations. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized. The cost of assets sold, retired or otherwise disposed of and the related allowance for depreciation are eliminated from the accounts, and any resulting gain or loss is included in operations.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PROPERTY AND DEPRECIATION (CONTINUED)

Depreciation is provided using both straight-line and accelerated methods over the estimated useful lives of the assets, which are as follows

	Useful Lives
Equipment	5 Years

Depreciation expense for the period of inception to December 31, 2018 and 2017 was $1,530 and $86 respectively.

INTANGIBLE ASSETS

Intangible assets subject to amortization include a franchise cost and trademark cost. The franchise and trademark will be amortized over fifteen years.

	Cost	Impairment	Amortization	Net
Franchise Start-Up	$ 10,064	$ 0	$ 843	$ 9,221
Trademark	1,510	0	68	1,442
	$ 11,574	$ 0	$ 911	$ 10,663

Amortization expense for the period of inception to December 31, 2018 and 2017 was $730 and $181 respectively.

ADVERTISING

The Company expenses advertising production costs as they are incurred and advertising communication cost the first time the advertising takes place. Advertising expense for the Company was $31,745 and $0 for the periods ended December 31, 2018 and 2017.

RECENT ACCOUNTING PRONOUNCEMENTS

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU replaces nearly all existing U.S. GAAP guidance on revenue recognition. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers: Topic 606, Deferral of Effective Date*. This standard delays the effective date for non-public entities to fiscal years beginning after December 15, 2018, with early adoption permitted. As of December 31, 2018, the Company was evaluating the impact the pronouncement may have on the financial statements.

NOTE 2 – PROPERTY, PLANT AND EQUIPMENT

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

	2018	2017
General Equipment	$ 10,024	$ 5,183
Total Property, Plant and Equipment	10,024	5,183
Less Accumulated Depreciation	(1,616)	(86)
Net Property, Plant and Equipment	$ 8,408	$ 5,097

NOTE 3 – INSTALLMENT SALE NOTE RECEIVABLE

The Company entered into an agreement with a company partially owned by one of the primary shareholders. The note carries a 7% interest rate and is to be repaid in 36 payments with the first payment due on January 1, 2019. The note receivable balance was $50,000 as of December 31, 2017 and was paid off in 2018.

NOTE 4 – CAPITALIZATION

Mowbot, Inc. is capitalized under the laws of North Carolina with authorized common stock of 100,000 and 9,000 outstanding at no par value.

NOTE 5 - FRANCHISE INCOME

The Company franchises locations to operate under its trade name, Mowbot, Inc. A franchise includes, but is not necessarily limited to, territorial rights, training, and materials. Initial franchise fees are recorded as income generally on the date the franchise agreements are signed and commence operation. Franchise royalty revenues are based on franchisees sales and are recognized when earned.

Information about the number of franchises is as follows:

Franchises:	
Sold	3
In operation as of December 31	0

NOTE 6 – RELATED PARTY TRANSACTIONS

The only franchise outstanding is owned by a company that one of the primary shareholders is also an owner.

NOTE 7 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through July 31, 2019, the date which the financial statements were available to be issued.

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Exhibit F
to
MowBot, Inc. Franchise Disclosure Document

Sample Termination and Release Agreement

SAMPLE TERMINATION OF FRANCHISE AGREEMENT AND RELEASE UPON TRANSFER TO AN AUTHORIZED FRANCHISEE

This Termination of Franchise Agreement and Release (the "Agreement") is made this_____day of _____, 20__, by and between MowBot, Inc. a North Carolina corporation, with its principal place of business at 5850 Fayetteville Road, Suite 202, Durham, North Carolina 27713 ("Franchisor") and _____, a_____with its principal place of business at_____("Transferor").

BACKGROUND

A. On_____, Transferor entered into a franchise agreement (the "Franchise Agreement") with Franchisor for the right to operate a MowBot Business under Franchisor's proprietary marks and system (the "System") at the following approved location: _____ (the "MowBot Business").

B. Transferor has satisfied all conditions of transfer as specified in the Franchise Agreement and now desires to sell the business to_____, who has been approved by Franchisor as an authorized transferee.

C. In order to complete Transferor's sale of the business, Transferor now desires to terminate the Franchise Agreement and all rights and obligations between the parties relating to the Franchise Agreement, and Franchisor desires to accept such termination, pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Subject to the terms and conditions contained in this Agreement, the Franchise Agreement and all rights and obligations between Franchisor and Transferor arising from or related to the Franchise Agreement are terminated, effective as of the date of this Agreement.

2. Notwithstanding anything in this Agreement to the contrary, the parties agree that Transferor shall remain bound by all of the post-term covenants and obligations contained in the Franchise Agreement including, without limitation, those relating to Confidential Information and Non-competition.

3. Transferor represents and warrants that all of Transferor's monetary obligations to Franchisor and its subsidiaries and affiliates have been satisfied in full as of the date of this Agreement.

4. Transferor, for itself and all persons and entities claiming by, through or under it, release, acquit and forever discharge Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the "Franchisor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which Transferor, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Franchisor Releasees arising out of or related to the offer, sale and operation of the business, and the parties' rights or obligations under the Franchise Agreement.

5. Excluding the indemnification obligations in the Franchise Agreement, and Transferor's obligations as in Section 2 of this Agreement, Franchisor, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges Transferor and Transferor's employees, agents, servants, representatives, affiliates, successors and assigns (the "Transferor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Transferor Releasees arising out of or related to the offer, sale and operation of the business, and the parties' rights or obligations under the Franchise Agreement. Specifically excepted from this release are any claims asserted against Franchisor or any of its present and former officers, employees, members, directors, agents, servants, representatives, affiliates, successors or assigns (the "Indemnified Parties") by any third party, which claims arise out of or relate to the Franchise Agreement prior to the Effective Date of this Agreement. Transferor agrees to indemnify and hold the Indemnified Parties harmless from any and all losses, damages, liabilities, claims, costs, expenses, or judgments, including reasonable attorneys' fees incurred in connection with such claims (in the manner prescribed in the Franchise Agreement).

6. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement, and may not be subject to any modification without the written consent of the parties.

7. This Agreement shall be construed under the laws of the State of North Carolina, which laws shall control in the event of any conflict of law.

8. This Agreement shall be for the benefit of and binding upon the parties and their respective representatives, successors and assigns.

9. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

10. In the event that Franchisor retains the services of legal counsel to enforce the terms of this Agreement, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement.

11. Transferor agrees that Transferor has and had a relationship with Franchisor at its offices in the State of North Carolina and that, with the exception of Franchisor's right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisor arising out of or relating to this Agreement shall be commenced and concluded in the State of North Carolina pursuant to the mediation, venue and jurisdiction provisions of the Franchise Agreement.

12. This Agreement may be executed in multiple counterparts by the various parties and the failure to have the signatures of all parties on a single Agreement shall not affect the validity or enforceability of any part of this Agreement against any party who executes any counterpart of the Agreement. Executed facsimile copies of this Agreement shall be deemed to be effective as original signatures.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

MOWBOT, INC.

By: _____

FRANCHISEE

By: _____

Exhibit G
to
MowBot, Inc.'s Franchise Disclosure Document

Operations Manual Table of Contents

OPERATIONS MANUAL TABLE OF CONTENTS

Section	Topic	Number of Pages
1	Introduction	~~27~~15
2	Start Up	10~~2~~
3	Accounting	16~~8~~
4	Employee Management	26~~8~~
5	Business Operations	40~~12~~
6	Safety and Security	22
7	Customer Service	8
8	Marketing	~~14~~20
9	Call Center Operations	2
10	Sales	15~~6~~
11	Forms	1
12	Samples	2

Exhibit H
to
MowBot, Inc.'s Franchise Disclosure Document

Confidentiality and Non-Disclosure Agreement

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

I_____, in consideration of the approval by MowBot, Inc. ("MowBot") to review certain confidential information including, without limitation, certain price lists, manuals and/or other information relating to the operation of a MowBot franchise ("Confidential Information") before completing my contemplated purchase of such franchise, hereby agree to maintain the confidentiality of all such Confidential Information in recognition that such information is confidential and is divulged only to MowBot franchisees. In the event that I am unable to consummate the contemplated purchase of the MowBot franchise or to otherwise become a MowBot franchisee, I shall not disclose any of this information to any other person. I further represent and warrant that I shall not use such information in any other capacity except as an authorized MowBot franchisee. I hereby acknowledge that I shall not reproduce any of the Confidential Information being entrusted to me today, nor shall I make any oral or written notes regarding any of the information contained therein.

I acknowledge and agree that disclosure or unauthorized use of any of the Confidential Information presented to me is likely to cause MowBot immediate and irreparable harm, which is not compensable in money damages. I hereby consent, in the event of my unauthorized use or disclosure of such Confidential Information, to the entry of injunctive relief in favor of MowBot, including temporary restraining orders and preliminary injunctions, without the requirement of bond, under the usual equity rules.

I HAVE READ THE ABOVE CONFIDENTIALITY AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

Dated: _____ _____

Signature

_____

Printed Name

Exhibit I
to
MowBot, Inc's Franchise Disclosure Document

List of Franchisees~~List of Franchisees and Franchisees That Have Left the System in the Past Fiscal Year~~

~~None.~~Current Franchisees

Names of all current franchisees (as of December 31, 2019~~8~~) and the address and telephone number of each of their outlets:

~~Name~~	~~City~~	~~State~~	~~Phone~~
~~MowBot of the Triangle/Newman Aguiar~~	~~Durham~~	~~North Carolina~~	~~919-278-7600~~
~~MowBot of Augusta/Charity Lynn~~	~~Martinez~~	~~Georgia~~	~~706-434-8989~~
Name	**Address**		**Phone**
MowBot of Augusta (Charity Lynn)	764 Old Stevens Creek Rd. Martinez, GA 30907		706-434-8989
MowBot of the Triangle (Newman Aguiar)	1720 Guess Road #12 Durham, NC 27701		919-278-7600
MowBot of Myrtle Beach (Monroe Baldwin)	1001 Second Ave. N. North Myrtle Beach, SC 29582		843-800-0047

List of Franchisees who have signed a Franchise Agreement, but have not yet opened as of December 31, 2019:

Name	Address	Phone
MowBot of the Rockies (Nate Farley)	6025 Mississippi Avenue Lakewood, CO 80226	720-388-6655
MowBot of Raleigh (Brad Schrum)	8801 Fast Park Drive, Suite 301 Raleigh, NC 27617	919-827-1555

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year ~~(2018)~~ or who have not communicated with us within 10 weeks of the disclosure document issuance date:

NONE

Exhibit J
to
MowBot, Inc.'s Franchise Disclosure Document

Franchisee Questionnaire/Compliance Certification

FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION

As you know, MowBot, Inc. ("we", "us" or "MowBot"), and you are preparing to enter into a Franchise Agreement for the operation of a MowBot franchise (an "MowBot Business"). The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your Franchise Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes____No _____ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to this agreement, you intend to enter into with us?

Yes____No _____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes____No_____3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes____No _____ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?

Yes____No _____ 5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating a MowBot Business with these professional advisor(s)?

Yes____No _____ 6. Do you understand the success or failure of your MowBot Business will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes____No _____ 7. Do you understand that you must devote your personal full-time attention and best efforts to the management and operation of your MowBot Business and will not own, maintain, engage in, be employed by or have any interest in any other business other than the MowBot Business?

Yes____No _____ 8. Do you understand we have only granted you certain territorial rights under the Franchise Agreement and that we have reserved certain rights under the Franchise Agreement?

Yes____No _____ 9. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the MOWBOT mark or other mark, at any location inside your Territory, without regard to the proximity of these activities to the premises of your MowBot Business?

Yes____No _____ 10. Do you understand that the use of battery powered and robotic equipment in the lawn care industry is ~~a~~an emerging trend and as such may be subject to periodic shortages of supply for these items that may temporarily impact your businesses ability to service new customers?

Yes____No _____ 11. Do you understand that the use of battery powered and robotic equipment in the lawn care industry is ~~a~~an emerging trend and as such you should expect modifications to the specifications regarding brand, model and sources of supply of the equipment used in the operation of your business?

Yes____No _____ 12. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated, at our option, in ~~Mecklenburg~~ Durham County, North Carolina?

Yes____No _____ 13. Do you understand the Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and you are not entitled to any punitive, consequential or other special damages?

Yes____No _____ 14. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is MowBot, Inc.?

Yes____No _____ 15. Do you understand all persons whose names appear on the Franchise Agreement must successfully complete the appropriate initial training program(s) before we will allow the MowBot Business to open or consent to a transfer of that MowBot Business?

Yes____No _____ 16. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?

Yes____No _____ 17. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes____No _____ 18. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your MowBot Business or home address until you designate a different address by sending written notice to us?

Yes____No _____ 19. Do you understand that we will not approve your purchase of a MowBot franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Yes____No _____ 20. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a MowBot Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____No _____ 21. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a MowBot Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____No _____ 22. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____No _____ 23. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a MowBot Business purchase with exception of those payments or loans provided in the Disclosure Document?

Yes____No _____ 24. Did you receive the Franchise Disclosure Document at least 14 days before you completed and signed this Questionnaire?

Yes____No _____ 25. Did you receive the Franchise Agreement at least 7 days before you completed and signed this Questionnaire?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated:_____, 20_____	Dated:_____, 20_____

Exhibit K
to
MowBot, Inc's Franchise Disclosure Document

State Effective Dates

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	September 19, 2019
Maryland	Pending
Michigan	September 16, 2019
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	October 22, 2019
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Exhibit
LK to
MowBot, Inc's Franchise Disclosure Document

Receipts

RECEIPTS (OUR COPY)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MowBot, 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 and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates the franchise relationship. Michigan requires that we 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 MowBot 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 state administrator identified in Exhibit A of this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed as Exhibit A to this Franchise Disclosure Document.

~~Issue date of August 5, 2019.~~Issuance Date: April 28, 2020

I have received a Franchise Disclosure Document ~~with an issue date of August 5, 2019,~~dated April 28, 2020 that~~which~~ included the following Exhibits:

A – List of State Administrators and Agents for Service of Process
B – Franchise Agreement
C – Multi-Unit Addendum
D – State Specific Addenda
E – Financial Statements
F – Sample Termination and Release Agreement
G – Operations Portal Table of Contents
H – Confidentiality and Non-Disclosure Agreement
I – List of Franchisees and Franchisees That Have Left the System in the Past Fiscal Year
J – Franchisee Questionnaire/Compliance Certification
K – State Effective Dates~~Receipt~~
L – Receipts

The franchise seller(s) for this offering is/are as follows: Jeffrey R. Dudan, CDO, and Timothy McSwiney, 5850 Fayetteville Road, Suite 202, Durham, North Carolina 27713

If an Individual:	If a Business Entity:
By:_____	By: _____
Name:_____	Name: _____
Date:_____	Title: _____
Telephone Number:_____	Name of Entity: _____
	Date: _____

RECEIPTS (KEEP THIS COPY)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MowBot, 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.

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If MowBot, 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 state administrator identified in Exhibit A of this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed as Exhibit A to this Franchise Disclosure Document.

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If an Individual:	If a Business Entity:
By:_____	By: _____
Name:_____	Name: _____
Date:_____	Title: _____
Telephone Number:_____	Name of Entity: _____
	Date: _____