FRANCHISE DISCLOSURE DOCUMENT

ROBIN AUTOPILOT™
NO MORE PAIN IN THE GRASS℠
PUT YOUR LAWN ON AUTOPILOT℠

Robin Autopilot USA, LLC
a Texas limited liability company
~~2216 Commerce Street~~
7250 Dallas Parkway, Suite 400, Plano,
TX ~~75201~~75024
855-910-8780
franchise@robinautopilot.com
https://www.robinautopilot.com
https://www.facebook.com/robinautopilot
https://twitter.com/robinautopilot

The franchisee will operate a robotic lawn service under the trade name and business system associated with the service mark ROBIN AUTOPILOT℠.

The total investment necessary to develop a single, prototypical Robin Autopilot Business ranges from $49,~~850~~950 to $~~111,600~~130,800. This includes between approximately $27,~~800~~200 and $~~32,800~~51,000 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Justin Crandall or Bart Lomont at ~~2216 Commerce Street,~~7250 Dallas Parkway, Suite 400, Plano, TX ~~75201~~75024, 855-910-8780, or franchise@robinautopilot.com

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

Buying a franchise is a complex investment. The information in this Franchise 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 Franchise Disclosure Document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

There may also be laws on franchising in your state. Ask your state agencies about them (Exhibit A). The list of state authorities is listed at Exhibit A.

Date of Issuance: January 15, 2018.

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STATE COVERAGE PAGE

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

Call the state franchise administrator listed in **Exhibit A** for information about the franchisor, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN TEXAS. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN TEXAS RATHER THAN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THE 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 represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See State Effective Dates Page

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

California	**Pending**
Michigan	**March 3, 2018**
Wisconsin	**August 28, 2018**

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NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

A prohibition of the right of a Franchisee to join an association of Franchisees.

A requirement that a Franchisee assent to a release, assignment, novation, waiver or estoppel that deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

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.

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 that 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: (a) the term of the franchise is less than 5 years, and (b) 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.

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.

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 or litigation, to conduct arbitration or litigation at a location outside this state.

A provision that permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. The 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:

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

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

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

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.

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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 and has failed to cure the breach in the manner provided in subdivision (C).

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

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

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

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C Operating Manual Table of Contents
D. Financial Statements
E. List of Current and Former Franchisees
F. State Addenda
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H. Receipts

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

To simplify the language in this Franchise Disclosure Document, the term "we" or "us" means Robin Autopilot USA, LLC, the franchisor. The term "you" means the person or business entity that enters into a Franchise Agreement with us, and includes your owners if you are corporation, partnership, or other business entity.

The Franchisor and Any Parents, Predecessors, and Affiliates

We are a Texas limited liability company organized on October 26, 2017 as a wholly owned subsidiary of our "Parent" Robin Technologies, Inc; and we maintain our principal place of business at ~~2216 Commerce Street,~~7250 Dallas Parkway, Suite 400, Plano, TX ~~75201~~75024. We conduct business under both our corporate name and under "ROBIN AUTOPILOT^{SM}". We do not conduct business under any other name. Our agents for service of process are listed on Exhibit A of this Franchise Disclosure Document. We started offering franchises in January of 2018. We have never offered franchises in this or in any other line of business and have no other line of business in which we operate.

Our Parent is Robin Technologies, Inc., a Delaware corporation that was formed on January 1, 2015. Its address is in care of Harvard Business Services, Inc., 16192 Coastal Highway, Lewis, Delaware, 19958, 302-645-7400. Our Parent owns the patent, trademarks, trade names, services marks and logos all of which are licensed to us so that we may sublicense them to you (Items 13 and 14). Our Parent has never offered franchises in this or in any other line of business. Our Parent also owns a business that is substantially similar to the one being offered here; except that it pays no royalties or other fees to us and is not subject to the terms of a franchise agreement.

We also have one affiliate whose name is Coralview Technologies, LLC (Coralview Affiliate) and whose address is the same as ours. It was formed on October 27, 2017. You must ~~lease~~purchase (or must be permitted to purchase over time,) all of your robotic mowers and replacement parts only from our Coralview Affiliate. Our Coralview Affiliate has never offered franchises in this or in any other line of business.

The Robin Autopilot Business

We offer franchises for the establishment and operation of a Robin business that offers residential, commercial and municipal property maintenance and landscaping services, including landscaping, lawn care (including robotic lawn mowing), snow and ice control services, and other related services and products (each a "Robin Autopilot Business").

Each Robin Autopilot Business operates in accordance with our proprietary business format and system ("Franchisor System"), the distinguishing characteristics of which include our distinctive color scheme, graphics and materials; specially-designed equipment; community and social networking presence and protocols; specifications, policies, and procedures for operations; quality and uniformity of the products and services offered; procedures for inventory, management, and financial control; training and assistance; and advertising and promotional programs; and other standards, specifications, techniques, and procedures that we designate for developing, operating, and managing a Robin Autopilot Business, all of which we may change, improve, and further develop.

The Franchisor System and each Robin Autopilot Business is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including the word mark and stylized

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mark ROBIN AUTOPILOT[sm], NO MORE PAIN IN THE GRASS[sm], PUT YOUR LAWN ON AUTOPILOT[sm] and any other trade names, service marks, trademarks, and logos we may now or in the future designate in writing in connection with Franchisor System (the "Franchisor Marks").

Market and Competition

Robin Autopilot Businesses are typically located in an "Exclusive Territory" containing approximately 30,000 single-family dwellings. The market for lawn service is well established and competitive. You can expect to compete in your market with locally owned lawn service companies, as well as with national and regional chains that offer lawn care. Lawn service concepts compete on the basis of many factors, such as price, service, location, options, product quality, promotions, and marketing programs. These businesses are often affected by factors such as changes in consumer awareness, economic conditions and seasonal fluctuations in locations where the growing season is shortened by winter.

Laws and Regulations

Your Robin Autopilot Business must comply with laws and regulations that apply to businesses generally and with all laws and regulations that apply to lawn service operations. Some state and local authorities have adopted laws or regulations that affect the content or make-up of lawn service operations. State requirements relating to lawn service operations typically pertain to sanitation and safety. Local inspectors may also enforce sanitation and safety rules created on the state and/or local level.

ITEM 2
BUSINESS EXPERIENCE

President and Member of the Board of Managers: Justin Crandall

Mr. Crandall has served as our President and as a member of the Board of Managers since our inception. He is also one of the founders of our Parent that was formed in January of 2015. From January 2013 to December 2014, Mr. Crandall served as founder and President of FrontYrd, Inc located in Austin, Texas. From March 2010 to December 2013, Mr. Crandall served as Vice President of Sales and Client Strategy for Invodo, Inc located in Austin Texas. From December 2006 to March 2010, Mr. Crandall served as a Managing Director of Bazaarvoice, Inc located in Austin, Texas.

Chief Operating Officer and Member of the Board of Managers: Bart Lomont

Mr. Lomont has served as our Chief Operating Officer since our inception. He is also one of the founders of our Parent that was formed in January of 2015. From January 2014 to December 2014 Mr. Lomont was the founder and CEO of Silvr, Inc. located in Dallas, Texas. From January 2013 to December 2014 Mr. Lomont was Director of Sales and Operational Performance at Encore Live Entertainment located in Fort Worth, Texas. From October 2011 to January 2013 Mr. Lomont served as a Special Advisor and Personal Aide to the Governor of Indiana.

Vice President of Engineering and Member of the Board of Managers: Jonathan George

Mr. George joined our company in October 2017 and has served as our Vice President of Engineering at our corporate headquarters since that time. From December 2016 to the present, Mr. George has also served our parent Robin Technologies, Inc. as its Vice President of Engineering. From August 2014 to January 2016, Mr. George served as Chief Technology Officer of Recurrency, Inc. located in San Francisco, California. From February 2013 to February 2014, Mr. George served as Senior

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Architect of Chaotic Moon, LLC located in Austin, Texas. From July 2012 to May 2014, Mr. George served as CEO of Evomail, Inc, located in Wichita, Kansas. From July 2009 to July 2012, Mr. George served as CEO of App REmix Corp. (d/b/a Boxcar) located also located in Wichita, Kansas. From March 2008 to November 2009, Mr. George served as Senior Developer for EastMedia Group, Inc., located in New York, New York.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

An initial franchise fee of $~~29~~34,000 (Initial Franchise Fee) is payable in good funds upon the execution of your Franchise Agreement. If you are approved as one of the first five franchisees, the Initial Franchise Fee for your first Robin Autopilot Business will be reduced to $24,000. If however, you are a military veteran, your Initial Franchise Fee will be $24,000.

You must ~~lease~~purchase your "Initial Robot Package" of robotic mowers (Robots) only from our Coralview Affiliate. ~~The~~You must purchase the Initial Robot Package ~~consists~~ of 12 Robots at the time you sign the Franchise Agreement, or if you qualify for ~~which~~financing, it may be financed through our Coralview Affiliate. There is no guaranty that you will be approved for any financing.

As of the date of this Franchise Disclosure Document, the purchase price for the smaller RC 306 Robot is $925 per Robot, and the purchase price for the larger RS 612 is $1,300 per Robot or between $11,100 (if you purchase only the RC 306 Robots) and $15,600 (if you purchase only the RS 612 Robots.) (Robot Purchase Price).

If you are approved for financing, regardless of the mix of Robot models you purchase, you will pay Coralview at least a non-refundable deposit of $~~200~~150 per Robot (Robot ~~Lease~~Purchase Deposit) for a total of $~~2,400~~1,800. In some cases, and depending on your credit worthiness, the Robot Purchase Deposit may be more. The balance will be financed under the terms found at Item 10.

You must pay us our "Technology Startup Fee" of $1,400 that will be used: to set up your landing page on our web site; to grant you access to our cloud-based business management software suite (Robin Aviator Platform); and, to support other technology.

Except as stated above, all fees are uniform, payable in one lump sum, are nonrefundable and are earned upon payment.

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ITEM 6
OTHER FEES

Type of Fee (1)	Amount	Due Date	Remarks
Royalty	6% of Gross Revenue (2).	Payable on ~~Friday~~Wednesday of each week for prior week.	See Note 3.
Regional or National "Company Accounts"	We will split the Gross Revenue using our then current formula that now is 80% to Franchisee and 20% to us. (Company Split)	Payable to you weekly	See Note 3.
Additional Robots	The then-current Robot Purchase Price, or if you are permitted to finance some of the Robot Purchase Price, then you will pay he then-current non-refundable Robot ~~Lease~~Purchase Deposit that now is $~~200~~150 per Robot ~~plus the Robot Lease Fee~~.	As incurred.	See Note 4.
Robot Doors	The then-current price that now is $150 per Robot Door or if you are permitted to finance some or all of the Robot Door purchase price, then you will pay a deposit of.	As incurred.	See Note 4
Robot Purchase Fee	The then-current fee that consists of principal and interest.	Payable weekly to our affiliate.	See Note 4.
Robot Finance Costs	Will vary.	As incurred.	See Note 4.
Robot ~~Lease~~Replacement Fee	Our Coralview Affiliate's then-current fee to replace a Robot that cannot be repaired, that now is $~~35 to $50~~300 per Robot ~~per month~~regardless of the model.	~~Each month.~~As incurred	Payable to our Coralview Affiliate. This fee may change at any time and in any amount. Once we learn of the change we will give you no less than 60 written notice before implementing the new fee.~~See Note 4.~~
Local Advertising Fee	Our then current fee that now is greater of $~~7,500~~15,000 or 3% of the Gross Revenue each ~~six months~~year.	As incurred	We may increase these amounts to no more than the greater of $~~10~~20,000 or 4% of Franchisee Gross each ~~six months~~year after first giving you no less than 60 days prior written notice.
National Ad Fee	Our then-current fee that now is 2% of Gross Revenue each week.	Collects with Royalties	We may increase this fee to no more than 3% of your Gross Revenue after first giving you no less than 60 days prior written notice.

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Type of Fee (1)	Amount	Due Date	Remarks
Local, Regional or National Call Center	None now.	As incurred	We do not now, but we may in the future set up a local, regional or national call center that will receive calls from prospective Customers and will then direct the call to the proper Exclusive Territory. We have no formula for determining any such cost so we cannot quote it here. Payable to our approved vendor, an affiliate or us.
Regional Cooperative Advertising Fees	If we create a "Regional Advertising Program" in your region you will be required to contribute up to a total of 2% which will be credited towards your Local Advertising Fee or National Advertising Fee obligation	As incurred.	Payable to the Regional Advertising Program. We will determine how the contribution is to be credited against the Local Advertising Fee or National Advertising Fee. We have the right to increase this fee to up to 4% after first giving you no less than 60 days prior written notice.
Technology Maintenance Fee	$300 per month	Monthly	Payable to our approved vendor, an affiliate or us to maintain your landing page, for "Robin Aviator Platform" management tools (which includes client relationship management software and a credit card collection portal,) and for other technology services including your main phone line. If you fail to pay any amount due to us we may temporarily disable access to your landing pages and Robin Aviator until this amount is paid. We can increase at any time without limitation after first giving you no less than 60 days prior written notice.
Robot and Equipment Maintenance and Replacement	As incurred.	As incurred	See Note 5.
Robot Doors	The then-current price that now is $150 per door.	As incurred	See Note 5.
Replacement Parts for the Initial Equipment Package	As incurred	As incurred	See Note 5.
Transfer Fee	50% of the then-current Initial Franchise Fee.	Before transfer	Payable to us.
Renewal Fee	50% of the then-current Initial Franchise Fee.	Upon renewal	Payable to us upon a renewal and signing of the then-current franchise agreement.
Attorneys' Fees and costs	As incurred.	On demand	Payable to us if we incur expenses to enforce our rights under the Franchise Agreement.

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Type of Fee (1)	Amount	Due Date	Remarks
Indemnification	Amount of the indemnified loss.	On demand	Payable to us if we incur expenses to enforce our rights under the Franchise Agreement.
Insurance	Reimbursement of our expenses.	On demand	Payable if we procure insurance for you, after you fail to do so.
Optional Training Fees and Additional Training Fees.	Our then-current fee that now is $600 per day plus your travel, room and board.	On demand	See Note 6
Business Management Fee	Our then current fee that now is 2% of Gross Revenue	As incurred	Payable to us if we operate the Robin Autopilot Business upon the death or permanent disability during the transition period
Post-Termination and Post-Expiration Expenses	Reimbursement.	On demand	Payable to us as expenses are incurred.
Late Charge	10% of Royalty (for late Weekly Royalty Fee payment); $25 (for late Weekly Royalty Fee report).	On demand	Payable to us and nonrefundable.
Interest	Up to 18% per annum on underreported Gross Revenue or other fees due to us.	On demand	Payable to us if we discover a deficiency after auditing your books. Payable in addition to the late charge described above.
Wearing Apparel and Items with our Marks	Will vary.	As incurred.	You may be required to purchase items that contain our Marks only from our approved vendor, an affiliate or us. If our affiliate or we become this vendor, we will charge the then-current cost for each such item. We have no formula for determining such costs, so we cannot quote such a fee to you.
Audit Expenses	Reimbursement.	On demand	Payable to us only if audit reveals that you have understated Gross Revenue by more than 2%.
New Line of Goods or Services and Technology Update and Fees	Will vary.	As incurred.	See Note 7
Annual Conference	Currently None.	As incurred.	When we have an Annual Conference your attendance may be mandatory. We reserve the right to charge tuition for the Annual Conference. We have no formula for determining that now, so we cannot quote such a fee to you. You will bear the cost for travel, room and board.
Intranet Cost	None Now	As incurred	If we set up an "Intranet" (8) there may

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Type of Fee (1)	Amount	Due Date	Remarks
			be a fee associated with its operation. We have no formula for determining that now, so we cannot quote such a fee to you. We will give you no less than 60 days written notice before assessing any such fee.
~~Robin Aviator Platform Fee~~	~~None Now.~~	~~As incurred.~~	~~We reserve the right to change platforms at any time and to charge a fee for access to the platform. We have no formula for determining that now, so we cannot quote such a fee to you. We will give you no less than 60 days written notice before assessing any such fee.~~
Email Address in Excess of 5	Our then-current fee that now is $10 per month per additional address	As incurred.	We provide 5 free email addresses. If you wish more, you will pay this fee. We can increase at any time without limitation after first giving you no less than 60 days prior written notice.

1. All fees paid to our Affiliate or us are payable in one lump sum, are uniform, are fully earned by us, and are non-refundable except as stated in Item 5. Any interest charged by us will not exceed that allowed by your state law.

2 "Gross Revenue" means the total amount of all sales of products and services for cash or on credit, whether or not payment is ultimately made for such sales, which are made in, on, out of, through or from, all and every part of Robin Autopilot Business. Excluded from the Gross Revenue calculation are any sales, excise, use, value added, gross receipt and other similar taxes imposed by any governmental authority that is added to the sales price and that is required to be collected by you from your Customer and other items authorized by us in writing to be excluded from Gross Revenue; provided, however, any such authorization may be revoked or withdrawn at any time in writing by us in its sole and absolute option. Gross Revenue will be collected by us through Robin Aviator and will be delivered to you weekly after the deduction for Royalties and other fees due to an affiliate or us. Once the Gross Revenue is delivered to you, you and not we are responsible for the payment of any of the above taxes.

3. You are responsible for inputting all of your Customer estimating and billing information (including the Customer's credit card information which is stored on Payment Card Industry Data Security System (PCI-DSS)-compliant system operated by a third party vendor that insures such transactions) into Robin Aviator. Most Customers will be automatically billed for each service that is performed for them. On a weekly basis we will provide you with a statement reflecting the past week's activity and will remit to you the Gross Revenue for that week less our Royalty, Robot ~~Lease~~Purchase Fee, National Ad Fee, sales or similar taxes, credit card processing fees and any other fee or cost that is to be paid to an affiliate or us. If you are required to collect sales tax from a Customer, ~~Robin Aviator~~we will remit such taxes to you as part of the weekly payment. You are responsible for filing all reports and paying all taxes associated with each transaction. If a fee to be paid to us is due monthly, we will deduct that ~~in~~on the ~~last week~~first Wednesday of each month. You have a right to electronically audit your Gross Revenue account on a monthly basis ~~by contacting us at a telephone number or email address that we will give you during training.~~through the Robin Aviator platform. If there is a discrepancy, you and we will cooperate to correct it and if we have underpaid you, we will immediately remit the difference. If

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you collect money by check or cash directly from the Customer, you must enter all of the information on the transaction into Robin Aviator. Each such transaction will be subject to all payments that we will collect on a weekly basis through an electronic funds transfer (EFT) through an automated clearinghouse (ACH). We reserve the right to change platforms and methods of collection at any time after providing no less than 60 days prior written notice.

In some cases, we may secure a regional or national Customer account (Company Account) that will have Customers (Company Customers) within your Exclusive Territory. We will negotiate each contract (Company Contract) with the Company Account as we deem advisable and you must comply with the terms of such contract; except we will not negotiate a price for such service in your Exclusive Territory that is at or below your cost to provide your services in your Exclusive Territory. We will bill the Company Account through Robin Aviator and will split the Gross Revenue with you (Company Split) using our then-current formula. Your Gross Revenue will be delivered to you (less the Royalty on the Franchisee's Portion of the Company Split and other fees due to us) in the same manner as any other of your Customer accounts. We reserve the right to negotiate each Customer Contract as often as required, and as a result, the calculation for the split may change. We will provide you no less than 60 days prior written notice if as a result, the Company split changes.

4. Our Coralview Affiliate is the only supplier of the ~~leased~~purchased Robots~~.~~ and "Robot Doors," (which is a patent-pending device that allows a Robot to pass through a fence in order to mow.) You may ~~lease~~purchase additional Robots and Robot Doors at any time for which you will pay the then current Robot ~~Lease Deposit of $200 per Robot. Robots are palletized and must be leased in lots of six for a total current deposit of $1,200 per pallet.~~Purchase Price or the then-current Robot Door price. Our Coralview Affiliate reserves the right to ~~increase the Robot Lease Deposit~~change the manufacturer of, the model of, the price of, and the shipping costs of the Robots and Robot Doors at any time and in any amount ~~after first giving~~. Once we learn of any such increase, we will provide you no less than 60 days ~~prior~~ written notice~~.~~ before the new model is introduced or the new pricing or financing comes into effect.

~~Once the Robot Lease Deposit is made, you will lease each Robot for the then-current fee that now is between $35 and $50 per month per Robot (Robot Lease Fee); however you will pay the Robot Lease Fee per Robot only for the months of March through October of each year regardless of the length of the growing season in your Exclusive Territory. Our Coralview Affiliate reserves the right to increase the Robot Lease Fee at any time and in any amount after first giving you no less than 60 days prior written notice. The range of the Robot Lease Fee represents the cost difference between mowers. In some cases, and depending on the size of the lawn and the type of grass that is present, a smaller or different mower may be used.~~ If you are financing the purchase of the Robots or Robot Doors through our Coralview Affiliate, you will purchase each Robot for the then-current interest and finance costs all of which is paid weekly (Robot Purchase Fee.) The Robot Purchase Fee is collected every Wednesday. The weekly fee includes a payment to principal and to interest and includes a $1.00 per Robot "Reserve Fee" regardless of the model purchased that is used help Coralview offset costs associated with the purchase and delivery of replacement Robots. The Robot Purchase Fee will vary depending on the mix of Robot models that you choose, the amount financed, the then-current interest, and other factors. As a result, we cannot quote an exact weekly fee to you here. You will however know the Robot Purchase Fee that you are to pay before you agree to any financing arrangement with our Coralview Affiliate.

There is no requirement for you to purchase Robot Doors.

5. You are required to maintain each Robot as often as needed to insure constant operation. To the extent that this requires you to purchase replacement parts, they must be purchased from our Coralview Affiliate at its then-current fee. There is no formula for determining the cost of such

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maintenance so we cannot quote a cost to you here. Our Coralview Affiliate may increase the costs of such parts at any time and in any amount; except that it will give you no less than 60 days prior written notice before such an increase.

Each Robot comes with a ~~four~~limited three-year warranty~~. At the end of the four-year period, and if the Robot is not otherwise damaged beyond normal wear and tear, we will replace the Robot with a new Robot for which you pay no additional Robot Lease Deposit.~~ against manufacturer's defects. (Warranty Period.) If the Robot malfunctions due to a manufacturer's defect during ~~that time it~~ the Warranty Period, you will be ~~repaired~~supplied with replacement parts or the Robot will be replaced free of charge. If the machine is negligently damaged by a Customer, our Coralview Affiliate will also repair the Robot for its then-current fee that now is $100 per Robot plus the cost of parts. If the machine cannot be repaired, you will pay the then-current Robot ~~Lease Deposit, plus a $100 replacement fee.~~ Replacement Fee that now is $300 regardless of the model and will be provided with the most-current model that replaces the damaged Robot.

Each Robot contains a global positioning system (GPS) tracking device. If the Robot is stolen, in some cases it can be recovered by use of the GPS. You must however contact the police to assist you with this recovery process. If it cannot be recovered, our Coralview Affiliate will replace it and you pay the then-current Robot ~~Lease Deposit, plus a $100 replacement fee.~~ Replacement Fee once you have delivered to Coralview a police report and have followed the process outlined in our Operating Manual. If you purchased the lost Robot through Coralview and still have payments remaining, all payments made on the stolen unit to that point will be applied to your new Robot, except for the Robot Replacement Fee that must be paid upfront.

~~Our Parent owns three provisional patents on an electronically controlled, secure mechanical door that can be used to access a Customer's fenced lawn (Robot Door). See Item 14. If you need this device, you must purchase it only from our Coralview Affiliate at the then-current price. Our Parent~~ Our Coralview Affiliate reserves the right to increase the price of the Robot Door at any time without limitation after first providing you with no less than 60 days prior written notice.

As part of the Initial Equipment Package, you must purchase a wire laying machine, and a battery-powered ~~edger,~~ weedeater, hedge trimmer, and leaf blower from an approved vendor~~, an affiliate or us~~. (Item 7). Each must be maintained and replaced as often as necessary to insure constant operation. Replacements must be purchased from an approved vendor~~,~~ or if we or our Affiliate becomes one of, or the sole supplier, then through an affiliate or us.

6. Payable to us if you request additional training or if we train replacement management personnel. This fee may increase at any time and in any amount after first giving you no less than 60 days prior written notice.

7. We may in the future require all franchisees and you to add new goods or services to those already sold through the Robin Autopilot Business and to add new technology to that already offered. If we do this, you may incur additional expenses, costs and fee, some of which may be due to an affiliate, a third party for whom we collect the funds, or us. We have no formula for determining what such costs, fees, or expenses might be so we cannot give you an estimate of such costs. If we introduce new lines of goods, services or technology, we will notify you in writing and give you no less than 60 days to comply with the changes.

ITEM 7
ESTIMATED INITIAL INVESTMENT

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YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure(1)	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fees (2)	$24,000 to ~~29~~34,000	Lump Sum	When you sign the Franchise Agreement	Us
Initial Robot Package - Purchased (3)	~~$2,400~~11,100 to $15,600	Lump Sum	Prior to Opening	Our Coralview Affiliate
Initial Robot Package - Financed (3)	$1,800	Lump Sum	Prior to Opening	Our Coralview Affiliate
Initial Equipment Package (3)	$2,~~000~~700 to $~~4~~5,000	Lump Sum	Prior to Opening	Our Approved Supplier
Rent and Rental Costs (4)	Unknown	As arranged	As incurred	Landlord
Furniture, Fixtures, and Equipment (5)	$0 to $1,500	As Arranged	As Arranged	Approved Suppliers
Technology Startup Fee	$1,400	As Arranged	As Arranged	Approved Suppliers
Vehicle and Wrap (6)	$1,500 to $25,000	As Arranged	As Arranged	Approved Suppliers
Initial Training Costs (travel and living expenses) (7)	$500 to $3,000	As Arranged	As Invoiced	Airlines, Hotels and Restaurants
Initial Marketing Campaign (8)	$7,500	As Arranged	As Arranged	Approved Suppliers
Computer System (9)	$0 to $1,500	As Arranged	As Arranged	Approved Suppliers
Smartphone (9)	$0 to $800	As Arranged	As Arranged	Any Supplier
Professional Services (10)	$350 to $2,500	As Arranged	As Arranged	Accountants, Lawyers, Other Professionals.
Insurance(11)	$1,200 to $3,000	As Arranged	As Arranged	Insurance Broker
Additional Funds - 3 months (12)	$9,000 to $30,000			
TOTAL (12) Purchased Robots	$59,250 to $130,800	(does not include real estate, improvements and soft costs)		
TOTAL (12) Financed Robots	$49,~~850~~950 to $~~108,450~~117,000	(does not include real estate, improvements and soft costs)		

1. Except as stated in Item 5, all fees paid to us are uniform, payable in one lump sum and are non-refundable. Payments made to third parties are not under our control and each such party will have its own payment method and schedule, and will have its own refund policy.

2. The low fee represents the fee charged to the first five franchisees and to a military veteran and the high fee represents the full initial fee paid by a person that is not a military veteran.

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~~3.~~ 3. You must purchase the Robots. You can either pay for them up-front at the time you sign the Franchise Agreement, or you can purchase them over time (Item 10). These two line items show both alternatives.

In order to operate the Robin Autopilot Business you will need additional tools, equipment and apparel including: ~~an edger,~~a weed-eater, trimmer and leaf blower each of which is battery powered; additional spools of "perimeter wire" (which is the wire that you will use to define the perimeter of the area to be mowed); a wire ~~-~~ laying machine; work shirts with our Marks; and other tools~~.~~ (together, the "Additional Equipment.") Except for the wire laying machine, edger, weed-eater, hedge trimmer, leaf blower and work shirts that must be purchased from our approved vendor, an affiliate or us, the other items can be purchased from any reputable source. We will however provide you a list of suggested vendors from whom you can obtain the equipment. Equipment may be new or used. The low number represents the purchase of used equipment and the high number is an estimate of the cost to purchase all new equipment.

4. It is anticipated that you ~~may~~will initially operate the Robin Autopilot Business from your home that must have storage space sufficient to store the Robots during the offseason, assuming that some or all of your Customers will require year-round service. You may however wish to lease space for equipment and vehicle storage. This space can be of any size though we estimate that 500 square feet to 1,000 square feet would be adequate. Except for having ~~electrical service sufficient to charge the Robots while in storage and~~ a security system of any make or model, we have no particular requirements for such space, and it may be in any location you choose. The availability of such space and the cost per square foot will depend your location in the country, they type of space you choose, whether it is open ground or a building and other factors that vary from location to location. As a result, we cannot estimate your initial investment for real estate, construction costs and fees~~, and~~ or financing costs, if any.

5. These amounts include the cost of the office furniture, fixtures and office equipment such as a desk, chair, filing cabinet and telephone necessary to operate the Robin Autopilot Business. You may already have sufficient furniture, fixtures and office equipment. If not, it could cost this amount

6. You will need a small truck such as a one-quarter ton pickup truck or small enclosed van such as a Ford Transit (Vehicle) in order to operate the Robin Autopilot Business. The Vehicle must be 10 years old or newer, must be in reasonably good condition with no obvious rust or body damage and must be a neutral color such as white or off-white or black~~.~~ unless fully-wrapped so that the underlying color is not visible. You can lease or purchase a new or used Vehicle. Except as stated here, we have no other criteria for the Vehicle. You may already have such a Vehicle. If not it could cost up to $25,000 to purchase a new Vehicle. It will cost less to purchase a used vehicle or to lease a Vehicle.

You Vehicle will have to be wrapped with the approved design that we designate. You may use any reputable source to wrap the Vehicle.

7. These amounts represent your estimated training-related, out of pocket costs for travel, room and board to have two people attend our training program; wages are not included. These costs will vary depending upon a variety of factors including salaries, wage rates, choice of hotels and dining facilities, and airfare or other transportation costs. The low amount assumes that all trainees are owner/operators who draw no salary and who reside near our then-current training location that now is in ~~Dallas~~Plano Texas.

8. You must spend this minimum amount on an initial marketing campaign (Initial Marketing Campaign) during the first 3 months of operation. ~~You must~~ We will reasonably work with you in designing this campaign. If you choose to design ~~and~~your own content, we must approve the

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content prior to you opening~~. We may provide guidance in designing~~ and in the ~~campaign.~~ same manner as we approve other local advertising.

9. You will operate your Robin Autopilot Business using the computer hardware and computer software (and together: the "Computer System) that we designate (Item 11). You may already have a Computer System that meets our requirements. If not it could cost this amount to purchase.

You must also have a smartphone of any make or model so long as it can connect to the internet. You may already have such a phone. If not it could cost you this amount to lease or own.

10. This estimate covers professional and state filing fees for forming a business entity, and professional fees for engaging an attorney and an accountant to assist you with your franchise purchase.

11. This amount represents the estimated insurance premium for the first three months of operation which coverage is more fully described in Item 8.

~~12.~~ 12. The first total shows the approximate amount that you will pay if you purchase the Initial Robot Package, and the second total shows the approximate amount that you will pay if you finance the Initial Robot Package.

The estimate of additional funds is for the first 3 months of capital and does not include an owner's salary or draw. You will such capital to support ongoing expenses including outside services, operating supplies, cash shortages and debt service, as well as additional opening capital for other variable costs. The additional funds required will vary by your management skill, experience and business acumen, your relative effectiveness as a sales person, local economic conditions, the local market for your services, competition, and the sales level in your Exclusive Territory that you reach during this period. You may incur other or higher costs or fees. You may also need capital when running the Robin Autopilot Business that is in addition to what is estimated here.

In compiling these estimates, we have relied upon the experience of our Parent (Item 2) from operating a business that is substantially similar to the one being offered to you.

You should carefully review these figures with a business advisor before making any decision.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases and System Changes

You must open and operate your Business in accordance with the System. The specifications necessary to operate under the System includes standards for delivery of the services to the Customer, professional standards for operation, criteria for performance, and purchases of required equipment, goods and services. These specifications were formulated by us. We may modify any specification at any time and on a local, regional, or national basis. We may also add and remove vendors at any time.

We may communicate our standards, specifications and purchase requirements directly to suppliers who wish to supply you goods or services. We will communicate our standards and specifications to you during training, before you open, during periodic visits to your Robin Autopilot Business, through the operations manuals (which may be printed or in electronic format) (Manuals) and through periodic bulletins. We may issue new standards and specifications through written notices. Once you are notified, you must make the change that is specified.

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We have the right, in our sole discretion and as we may deem in the best interests of the system or a specific franchisee to vary required purchases, standards or specifications based upon that franchisee's qualifications, special circumstances, the demographics of a particular Exclusive Territory, business potential, or any other condition which we deem to be of importance to the successful operation of any particular Business. We are not required to disclose or grant to you a like or similar variance.

Required and Approved Suppliers

You must ~~lease~~purchase the Initial Robot Package, must purchase any maintenance and replacement parts not covered by the manufacturer's warranty, must pay the Robot ~~Lease~~Purchase Fee, and must ~~lease~~purchase any additional Robots only from our Coralview Affiliate. All Robot ~~Lease~~Purchase Fees are also paid only to our Coralview Affiliate.

You must purchase the wire laying machine, edger, weed-eater, hedge trimmer, leaf blower and work shirts in the Initial Equipment Package from our approved vendor~~, an affiliate or us~~. The other equipment in the Initial Equipment Package may be purchased from any reputable source. From time to time, we may require you to purchase additional equipment necessary to operate the Robin Autopilot Business (Additional Equipment) all of which may be purchased from any reputable dealer. Our affiliate and we reserve the right to become the sole supplier of the entire Initial Equipment Package at any time after giving you no less than 60 days prior written notice.

Our Coralview Affiliate is the only supplier of the Robot Door and any replacement parts.

You must purchase any item that contains one of our Marks including any wearing apparel only from an approved vendor, an Affiliate or us.

Our approved vendor, an affiliate or we are the only supplier of the services for which you pay the Technology Startup Fee and the Technology Maintenance Fee.

You must use the Robin Aviator Platform to operate your Robin Autopilot Business. You must process all of your Customer's payments through Robin Aviator unless we state otherwise. If a customer chooses to pay with cash or check, you must enter that transaction into the Robin Aviator Platform for tracking purposes. We reserve the right to change platforms and to charge an access fee at any time after first providing you with no less than 60 days prior written notice.

We may create a local, regional or national call center that will take calls from prospective Customers and will then route them to the proper Exclusive Territory. If it is implemented, an approved vendor, an affiliate or we will be the only supplier of this service.

We may also create an intranet which will be used by all franchisees and us to communicate with each other (Intranet). If we do create this, you may incur a third-party cost associated with implementing it.

We may in the future require all franchisees to add new lines of goods and services and new or different technology to that already used in the Robin Autopilot Business. If we do this, you may incur additional expenses, costs and fee, some of which may be due to an affiliate, a third party for whom we collect the funds, an approved vendor, or us. If we introduce new lines of goods, services or technology we will notify you in writing and give you a reasonable time to comply with the changes that will not be less than 60 days.

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You must own or must purchase or lease a Computer System and smartphone that meets our specifications. The Computer System and smartphone may be leased or purchased from any reputable dealer. You must purchase and maintain a license for the online version of QuickBooks (currently called "QuickBooks Plus"). Currently the license cost ~~$35~~50 per month. We have no control over how QuickBooks charges and as a result this fee may change at any time and without limitation.

You must own, or must lease or purchase a Vehicle that meets our requirements. It must be wrapped with our package that must be purchased from any reputable dealer.

We are the only source for Company Accounts.

Except as stated above, you may purchase any other equipment or materials from any approved source. The list of approved products and suppliers is published in the Manuals.

Our officers own an interest in our Parent and in our Coralview Affiliate. Except for the goods and services that must be purchased from our Parent, Coralview Affiliate or us, our officers own no interest in any other supplier. Except as stated here, our Parent, Coralview Affiliate and we are not approved suppliers. We may however and at any time determine that our Parent, an affiliate or we will be the only approved vendor for any item, good or service. In such a case, we will provide you with written notice at least 60 days prior to making this change.

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Approval of Alternative Suppliers

In some cases, you may wish to purchase a required good or service from a supplier that has not been previously approved by us. There is no charge for this service. We do not maintain written criteria for approving suppliers and thus, these criteria are not available to you or your proposed supplier. To obtain our approval, you must submit such information as we may reasonably require to evaluate the prospective supplier. We will evaluate the submitted information and will provide written notice of our decision to you within 15 days. If, however, no written response is received, the approval is denied. We may grant or deny approval for any reason or for no reason at all. Other than as stated here, we have no other process for approving suppliers.

Approval of alternative suppliers may be revoked by us if we determine in good faith that the goods or services they are supplying no longer meet the quality standards that are in effect at that time. We will notify you in writing if we revoke the approval of any supplier.

Revenue from Franchisee Purchases and Leases

As of the Issuance Date of this Disclosure Document our Parent, our Coralview Affiliate and we have received no revenue from required franchisee purchases or leases though we resave the right to do so at any time in the future.

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that required purchases and leases (meaning purchases and leases from us, our designated suppliers and purchases and leases of items meeting our specifications), will be approximately 50% of your purchases and leases in establishing the Robin Autopilot Business (not including the Initial Franchise Fee) and approximately ~~30~~40% to ~~50~~70% of your purchases and leases (exclusive of building leases) in operating the Robin Autopilot Business.

Cooperatives

Though there is none at this time, we may in the future develop regional a purchasing cooperative in your area. The purpose of the purchasing cooperative will be to obtain all goods and services at a more competitive price. Upon the creation of the same, you must participate in the program. Any item carried by the cooperative will be of the same quality as then required by us by any other franchisees.

Negotiated Prices; Rebates

We have negotiated prices with our Coralview Affiliate for your ~~lease of the Robots and for the~~ purchase of the Robots and the Robot ~~Door~~Doors. We may in the future negotiate purchase and lease agreements, including group rates and price terms with suppliers, for purchases of other equipment and supplies (including print materials and merchandise) for the benefit of all franchisees.

We may negotiate Company Contracts with Company Accounts at any time. We are the only source for such accounts. You must provide the services in your Exclusive Territory as we have negotiated them in the Customer Contract (Item 6).

In addition, we do not now, but may in the future collect manufacturing allowances, marketing dollars, rebates, credits, monies, payments and benefits (collectively, "Allowances~~"),~~") offered to us or to our affiliates by manufacturers, suppliers and distributors based upon your purchases of products and

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other goods and services. These Allowances are or will be based on system-wide purchases of advertising, equipment, supplies, merchandise and other items. Any Allowances we received may in our sole discretion be used by us for brand enhancement efforts or for soliciting new franchisees. We may also retain some or all of such funds for our use and for profit. If however a particular vendor agreement requires us to use of their Allowance for a specific purpose, then we will use those Allowances in accordance with the vendors' agreements.

During the last fiscal year, we did not earn any revenue from sales of products or services to franchisees.

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Material Benefits

We do not provide or withhold material benefits to you (including renewal rights or the right to open additional businesses) based on whether you purchase through the sources we designate or approve. However, purchases of unapproved services, the use of unapproved vendors, or supplying to Students unapproved services will be a violation of the Franchise Agreement, and you may be terminated as a result.

Insurance

Prior to opening the Robin Autopilot Business, you will purchase and maintain in full force and effect the following insurance with the following minimum limits. You may elect to purchase insurance with greater coverage or limits:

a. comprehensive general liability insurance having a combined single limit for any form of injury and property damage of $1,000,000 per occurrence and 2,000,000 in the aggregate;

b. excess liability umbrella coverage for general and automobile liability coverage in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

c. vehicle insurance covering each Vehicle used in the operation of the Robin Autopilot Business with a combined single limit of liability for bodily injury and property damage of at least $500,000 per occurrence and property damage having a limit of at least $100,000;

d. a commercial, hired and non-owned automobile policy in the face amount of at least $1,000,000 combined single limit of liability for bodily injury and property damage;

e. employer's liability and worker's compensation Insurance as required by state law in the state in which the Robin Autopilot Business is found; and,

f. other insurance that Franchisor may in the future require or that is otherwise required by law.

We (including all of our members, managers, officers, directors, employees and agents must be listed as additionally insured in all policies. Although we require certain insurance coverage and may recommend other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Business.

ITEM 9
YOUR OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Location selection/acquisition/lease	Section 2.4	Items 8 and 11
b. Pre-opening purchases/leases	Sections 2.5 and 2.7	Items 5, 6, 7, 8 and 11

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Obligation	Section in Franchise Agreement	Disclosure Document Item
c. Location development and other pre-opening requirements	Article 3	Items 5, 6, 7, 8 and 11
d. Initial and ongoing training	Sections 4.3	Items 7, 8, 11 and 15
e. Opening	Section 2.4	Items 7 and 11
f. Fees	Article 3	Items 5 and 6
g. Compliance with standards and policies/our Operations Manual	Article 5	Items 1, 7, 8 and 13-16
h. Trademarks and proprietary information	Articles 3, 4 and 5	Items 8 and 13
i. Restrictions of products/ services offered	Articles 4 and 5	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Section 2.4	Item 12
l. Ongoing product/service purchases	Articles 4 and 5	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Section 2.6	Items 8 and 15
n. Insurance	Sections 5.5	Items 6,7 and 8
o. Advertising	Section 4.10	Items 6, 7, 8 and 11
p. Indemnification	Sections 5.5	Items 6 and 17
q. Owner's participation/ management/staffing	Section 5.2	Items 8, 11 and 15
r. Records and reports	Section 3.3	Items 6 and 16
s. Inspections and audits	Section 5.9	Items 6 and 17
t. Transfer	Article 6	Items 6 and 17
u. Renewal	Sections 2.3	Item 17
v. Post-termination obligations	Section 7.5	Item 17
w. Noncompetition covenants	Section 5.7	Items 14 and 17
x. Dispute resolution	Article 8	Item 17
y. (y) Other: One year limitation of action (Note 1); Guarantee of Franchisee Obligations (Note 2); Waiver of right to a jury or exemplary, punitive or consequential damages (Note 3)	Articles 8 and 9	Item 17

1. We each agree that each will be limited to bringing any action against the other within one year of the date that the facts that give rise to the claim were discovered or one year from the date that such facts reasonably should have been discovered. This waiver may not be enforceable under federal or state law.

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2. The principals of any franchisee that purchases the franchise in a business entity name or (or later converts into a business entity) will be required to sign a personal guaranty.

3. We both agree to waive the right to a jury trial and to be awarded exemplary, punitive or consequential damages. These waivers may not be enforceable under federal or state law.

ITEM 10
FINANCING

You are required to purchase all of your Robots and Robot Doors only from our Coralview Affiliate.

You may purchase your initial inventory of Robots and Robot Doors outright, or if you qualify, you may elect to purchase the Robots and the Robot Doors over time, in which case you will sign the then-current Equipment Supply Sale and Security Agreement (Equipment Agreement,) the most recent version of which is attached at Exhibit 8 to the Franchise Agreement.

Further, if you financed the initial inventory and if qualified at the time of the proposed additional purchase, you may finance future equipment needs under the same Equipment Agreement; understanding, however, that certain financial terms will vary.

If you did not finance your initial purchase of equipment, you still can apply to our Coralview Affiliate to purchase future equipment needs by signing the then-current Equipment Agreement, the terms of which may be significantly different from those found in Exhibit 8. There is no guaranty that you will be able to finance additional equipment, as our Coralview Affiliate will make that determination at the time you apply, using such standards as it is then using to qualify any other franchisee.

The terms of the financing as September 10, 2018 are stated below.

SUMMARY OF FINANCING OFFERED (1)

Item Financed	Source of Financing	Down Payment	Amount Financed	Term (Yrs)	Interest Rate	Weekly Payment	Prepayment Penalty	Security Required	Liability Upon Default	Loss of Legal Rights on Default
Robots	Coralview Affiliate	See Note 2	See Note 3	See Note 4	See Note 5	See Note 5	None	See Note 6	See Note 7	See Note 8
Robot Doors	Coralview Affiliate	See Note 2	See Note 3	See Note 4	See Note 5	See Note 5	None	See Note 6	See Note 7	See Note 8

Notes

1. If you meet our Coralview Affiliate's credit standards, it will finance some or all of the Robot Purchase Price (the Principal) and the shipping and handling costs (the "Finance Charges") for your initial purchase of Robots and Robot Doors. As of the date of this Franchise Disclosure Document, the purchase price is $925 for each RC 306 Robot, is $1,300 for each RS 612 Robot, and is $150 for each Robot Door. Sales taxes, and shipping and handling costs will vary depending on your location in the country. You will sign the then-current Equipment Agreement, the current version of which is found at

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Exhibit 8 to the Franchise Agreement. There is no guaranty that you will be granted the right to obtain financing.

Financing for the future purchase of equipment may also be permitted, but will vary as stated in other footnotes.

Our Coralview Affiliate reserves the right to change the manufacturer of, the model of and the price and shipping costs of the Robots and the Robot Doors at any time and in any amount. Once we learn of any such increase, we will provide you no less than 60 days written notice before the new model is introduced or the new price comes into effect. You will not be required to purchase new equipment if new models of Robots are adopted, but if you seek to purchase additional Robots, or at the time you receive Successor Franchise Rights or at the time that you are permitted to transfer the Equipment Agreement, you may be required to purchase new Robots and Robot Doors.

2. You will pay the then-current minimum Robot Purchase Deposit for the Initial Robot Package that is financed. The current Robot Purchase Deposit is $150 for each RC 306 Robot and each RS 612 Robot (for a total of $1,800 for the Initial Robot Package,) and $50 for each Robot Door. If you are able to finance the entire remaining amount of Robots, Coralview will finance approximately between 83% if the RC 306 Robots are financed and 88% if the RS 612 Robots are financed. If the doors are financed, Coralview could finance approximately 66%. If our Coralview Affiliate determines that your credit history requires it, they may charge more of a down payment for some or all of the Robots and Robot Doors, which amount could equal up to 40% of the entire amount to be financed. There is no formula for determining under what circumstances an adjustment to the down payment will occur, and as a result, we cannot state such circumstances here.

3. Currently, the "amount financed" will be the total of the Robot Purchase Price and shipping and handling costs.

As of September 10, 2018, Franchisees located in: AK, CO, CT, DE, IA, IL, IN, KS, KY, MA, MI, MD, ME, MN, MO, ND NE, NH, NJ, NY, OH, OK, PA, RI, SD, TN, UT, VT, WI, WV and WY, are in the "Northern Markets," the season of which runs from April 1 through October 31 (the "Northern Season;) and Franchisees located in all other states (but Alaska) are located in the "Southern Market," the season of which runs from March 1 through October 31 (the "Southern Season").

The number of payment that a franchisee will make in any year is based upon the Market in which he or she is located. For the year in which the franchisee signed the Equipment Agreement, he or she will make payments for each week remaining in the Season in which the Franchised Location is found. For instance, if a franchisee in Colorado signs the Equipment Agreement on March 1, the Northern Season will not yet have begun, and he or she will start making payments weekly beginning with April 1 and through the end of the Northern Season. If the franchisee signed on June 1, he or she will pay for the weeks of the Northern Season that follow. After that season has ended, no payments will be due until the beginning of the new Northern Season. The interest not paid during the "off-season" is added to the principal and is paid off by extending the number of weeks for which payments are made. For instance, if the payment calculated at the time the Equipment Agreement is signed is $132 per week, that will remain the same for the entire life of the loan. The interest during the off season will accrue, and then beginning with the payments for the next Season, so much of the $132 per week payment will be used as is necessary to pay off the accrued interest for the past off season.

For the initial purchase of equipment, the amount financed will be based upon the number of Robots that are financed, then-current interest rate and the shipping and insurance costs. The amount financed will be disclosed to you (including the annual percentage rate (APR) - which is a statement of

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the annual interest-rate plus the Finance Charges expressed on a annual basis), before you sign the then-current Equipment Agreement. The APR will vary with each purchase based on the Principal that is to be financed, the then-current annual interest rate and shipping and handling costs and as a result, it cannot be quoted here for any particular loan. As of September 10, 2018 however, and assuming that 12 RS 612 Robots at $1,250 per Robot are purchased in Texas, at 10.3% per annum and shipping and handling of $480 and with a total of approximately 169 weekly payments, (but subtracting from this amount the $1,800 Purchase Deposit Fee that is paid up front,) the APR will be approximately 10.3%. Making the same assumptions but for the purchase for 12 RC 306 Robots at $925 each, the APR will also be 10.3%.

For any future purchases of equipment, the amount financed, the interest rate, the then-current Finance Charges, and the terms of such financing, plus the disclosure of the APR will be disclosed before you sign the then-current Equipment Agreement.

4. Though all franchisees will pay the same interest rate regardless of being in the Northern or Southern Market, the number of weekly payments and the final payoff figure will vary depending on: (i) the amount financed; (ii) the interest rate set at the time you sign the Equipment Agreement; (iii) the date of the purchase, and (iv) your location in the country. Interest will continue to accrue during the off season for franchisees in either the Norther Market or Southern Market.

If the Robots are purchased on a day other than the first day of a week, and if the week in which the Franchisee signs is during the Northern Season or Southern Season, then the payment for that week will be prorated based on the number of days remaining in such week.

There is no pre-payment penalty.

5. All Franchisees will pay the same then-current interest rate, which as of June 20, 2018 is approximately 10.3%. per annum (Interest Rate.) The Interest rate is currently calculated based upon the interest rate quoted by the London Interbank Offered Rate ("LIBOR" - which is the benchmark interest rate that banks use to charge other banks for some loans) which was approximately 2.8% (as printed in the Wall Street Journal on September 10, 2018) plus 7.5%. Your initial interest rate will be quoted to you before you sign the then-current Equipment Agreement.

The Interest Rate will vary for the purchase of any additional Robots or Robot Doors under the same Equipment Agreement, will vary for the purchase of equipment on any new Equipment Agreement signed, and may also vary at the time that you assign the Equipment Agreement to another franchisee (after first receiving our Coralview Affiliate's express written permission to do so.) We will inform you of our Coralview Affiliate's change to the Interest Rate at the time that you apply for new financing or at the time you seek to assign your Equipment Agreement. Once the Interest Rate has been determined, it will be fixed for the term of Equipment Agreement to which it applies.

The total number of months that it takes to payoff the purchase will also vary depending on the factors stated above, but it is approximately between 40 and 44 months from the date that the Equipment Agreement is signed.

6. The Equipment Agreement is also a security agreement that serves as a pledge of the equipment financed. To perfect such pledge, you will sign a "financing statement," "UCC-1", or similar security device that will be filed in the records of the county or state in which you operate. If you are a business entity other than a sole proprietorship, your equity owners will each sign a personal guaranty in favor of our Coralview Affiliate. If the business-entity franchisee breaches the terms of the Equipment Agreement, then in addition to any other remedies available, it also has the right to collect any amount due from each guarantor.

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7. If you breach the Equipment Agreement and fail to cure as permitted under its terms, our Coralview Affiliate has, among other rights, the right to accelerate the amount due so that it is immediately payable along with all other direct costs, expenses and damages (including court costs, collection-agency costs and attorney's fees), the right to repossess all equipment covered by the Equipment Agreement, the right to bring legal action to collect the amount due (including court costs, collection-agency costs and attorney's fees), the right to obtain relief in the form of a combination of both remedies, and also has the right to any other remedies that may be available under the law or in equity. (Equipment Agreement, Section 13.) Further, if you breach the Equipment Agreement and fail to cure, we have the right to terminate the Franchise Agreement without giving you any additional cure rights. Collection under the Equipment Agreement is not subject to resolution through arbitration and will be heard in a court of law. (Equipment Agreement, Section 12.)

8. If you default, you waive your right to notice of a collection action and waive your right to assert any defenses to the collection action (Equipment Agreement, Sections 12 and 13.) Further, such default and failure to cure may result in the termination of your Franchise Agreement without any right to cure. Except as stated here, our Coralview Affiliate and we do not offer ~~direct or indirect~~ financing that requires you to waive notice, confess judgment or waive defenses.

9. Our Coralview Affiliate does not now intend to sell, assign, or ~~guarantee your note(s), lease(s)~~discount to a third party all or ~~obligation(s), nor~~part of the financing arrangement, but reserves the right to do at any time in the future.

Except as disclosed above, we do not arrange ~~for~~ financing from other sources.

Our Coralview Affiliate does not make any direct or indirect payment to us as a result of placing the financing with them.

We do not ~~offer direct or indirect financing, or guarantee your note(s), lease(s) or obligation(s), however, we have no current intention to do so.~~guaranty your note, leases or obligations to third parties.

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

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

Pre-Opening Assistance

Before you open your Robin Autopilot Business, we or our designee will:

(a) Assign you an Exclusive Territory (Franchise Agreement, Section 4.1).

(b) Within a reasonable time after signing the Franchise Agreement, provide to you with information regarding approved suppliers for all equipment, goods and services including the equipment from the Initial Equipment Package that may be purchased from an approved supplier (Franchise Agreement Section 4.1).

(c) cause our Coralview Affiliate to deliver the Initial Robot Package and those parts of the Initial Equipment Package that are purchased through them; (Franchise Agreement, Section 4.1).

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(d) Set up your landing page on our website for which you pay the Technology Startup Fee (Franchise Agreement, Section 4.1).

(e) Establish your account on the Robin Aviator Platform to manage your business (Franchise Agreement, Section 4.1).

(f). As more particularly described below, provide initial training to you and certain of your management personnel (See Franchise Agreement, Sections 4.1).

(g) Approve your Initial Marketing Campaign. (Franchise Agreement, Section 4.1).

(h) Loan you one copy of our Operations Manual. We may revise the contents of our Operations Manual at any time. (See Franchise Agreement, Section 3.6.)

(i) Supply reasonable support by telephone~~, fax,~~ and email. (Franchise Agreement, Section 4.1).

Except for the Designated Manager, you are responsible for hiring, managing and training all of your employees.

From time to time, we may also offer guidance concerning an optimum selling price for approved products and services. Though we have no plans now, we may in the future establish maximum and minimum retail prices for approved products and services and may implement other price-related required promotions, to the extent permitted by applicable law.

Opening Date

We estimate that it will take approximately one to 3 months from the date you and we sign the Franchise Agreement (Effective Date) to open your Robin Autopilot Business (Opening Date). You are deemed to be "open for business" the later of the date that is the last day of Initial Training, or the day that our Coralview Affiliate delivers the Initial Robot Package. We may extend the Opening Date for a reasonable time in the event factors beyond your reasonable control prevent you from meeting the deadline, and you request an extension of time from us at least 15 days before the set Opening Date. The factors that affect the Opening Date may include weather conditions, and shortages or delays in obtaining equipment. You must open for business within 90 days of the Effective Date

Post-Opening Assistance

During the operation of your Robin Autopilot Business, our designee or we will:

(a) Continue providing assistance (including additional training) in the management and operation of the Robin Autopilot Business, as we deem advisable, including advisory visits and inspections. (See Franchise Agreement, Section 4.2).

(b) Provide you access to all improvements in Franchisor System to the extent we make it available to other Franchisor System franchisees. (See Franchise Agreement, Section 4.2)

(c) Provide updates to the Franchisee Manuals, the System and the Marks at a frequency that we determine (Franchise Agreement, 4.2).

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(d) Cause our Coralview Affiliate to deliver replacement parts for the Robots and so much of the equipment from the Initial Equipment Package as must be purchased through it~~, and to lease new Robots to you~~. (Franchise Agreement, Section 4.2~~)~~).

(e) Continue to deliver the services paid for by the Technology Maintenance Fee (Franchise Agreement, Section 4.2).

(f) Review all promotional materials and advertising you wish to use. We must approve it in writing no less than 15 calendar days before its insertion into any medium. If you do not receive written notice within 15 calendar days, it is deemed to be disapproved (Franchise Agreement, Section 4.2).

(g) Continue our efforts to maintain our standards of high and uniform quality through "secret shopper" programs, visits to your Robin Autopilot Business and through other efforts. (Franchise Agreement, Section 4.2.). and,

(h) Negotiate regional or national Company Contracts for the benefit of some or all of our franchisees. (Franchise Agreement, Section 4.2).

Location

It is anticipated and expected that you will initially operate the Robin Autopilot Business from your home. You may decide to lease space. We only require that it have electrical service sufficient to charge the Robots while in storage and that it have a security system of any make or model. We have no other criteria for selecting a site and we will not review or approve your location. We will not review any lease. You must provide us the address of the location of your Robin Autopilot Business (Franchised Location).

Advertising

National Ad Fund

We have established a national advertising fund (National Ad Fund) for the common benefit of all Robin Autopilot Businesses. You must contribute 2% of your Gross Revenue (National Ad Fee) to the National Ad Fund, in the manner we specify. The National Ad Fee will be collected weekly with the Royalty. Company or affiliated-owned Robin Autopilot Businesses are required to contribute to the National Ad Fund.

The National Ad Fees will be deposited in an interest bearing or non-interest bearing checking account, savings account, or any other account of our determination (National Ad Account). Any monies not used in any year will be carried to the next year. The National Ad Account is not a trust, and we assume no fiduciary duty in administering it.

We and/or our designees will in our sole direct all advertising and other programs produced using National Ad Fees, including the creation of, the production of, the payment for and the placement of: creative concepts, materials and media used in advertising programs; the placement of advertisements in any media; the creation and placement of advertising or brand recognition materials on our website, through social media or otherwise on the internet. The advertising will be produced by local, national or international advertising agencies or by us. All such advertising is referred to generally as the "National Ads".

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The National Ad Fund and its earnings will also be used to satisfy any and all costs of maintaining, administering, directing, preparing purchasing and placing advertising, including, for example any costs or expenses we incur in the management of the National Ad Fund and the cost of preparing and conducting television, internet, radio, magazine, internet and newspaper advertising campaigns. It may be also be used to solicit new franchisees and to solicit Company Accounts.

We make no guarantee to you or to any other franchisee that advertising expenditures from the National Ad Fund will benefit you or any other franchisee directly or on a pro rata basis. We will assume no other direct or indirect liability or obligation to you with respect to collecting amounts due to the Franchisee National Advertising Fund or with respect to maintaining, directing or administering the National Ad Fund.

An unaudited statement of the operations of the National Ad Fund will be prepared annually and will be made available to you upon written request within 120 days after the end of each calendar year.

We may use part of the National Ad Fund contributions that we collect to maintain and further develop our internet and social media presence.

Though we have no plans now, we reserve the right to increase the amount of the Franchisee National Ad Fee to 3% of the Gross Revenue. We will give you notice of our intent to do this and 60 days to comply.

We intend for the Franchisee National Ad Fund to be continual and perpetual, but we have the right to suspend (and subsequently reinstate) or terminate it if necessary. We will not close the Franchisee National Ad Account however, until all contributions and earnings have been used for the purpose for which they were collected.

We received no National Ad Funds during 2017.

Local Advertising Fee

You are required to spend during each ~~six~~twelve-calendar-month period a minimum of the greater of ~~$7,500~~15,000 or 3% of Franchisee's Gross Revenue for local advertising and promotion in your Exclusive Territory (Local Ad Fee); except during the first three months after opening, you must spend $7,500 on an initial advertising and marketing campaign. (Initial Marketing Campaign). We will reasonably cooperate with you in designing this campaign.

Before placing any advertising (including any advertising for the Initial Marketing Campaign), we must first approve the copy which must be delivered to us no later than 15 calendar days before its insertion. We will then have 15 days within which to approve. If we do not deliver to you written notice in that time, the copy is approved.

All franchisees and company-owned and Affiliate-owned Robin Autopilot Businesses equally participate in any local advertising

We reserve the right to increase the Local Advertising Fee to no more than $~~10~~20,000 or 4% of your Franchise Gross Revenue. We will provide you with no less than 60 days written notice prior to increasing this fee.

We will also host your landing page on our website. We have no obligation to maintain our website or other internet presence indefinitely; and may discontinue it at any time without liability to you.

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Furthermore, as we have no control over the stability of the web page, social media presence or presence on the Internet generally, and are not responsible for damage or loss caused by errors to the web page, social media presence, Internet presence or otherwise.

Unless we have first approved it in writing, you may not establish any other "Online Presence" on the internet. You must utilize the e-mail address for the Robin Autopilot Business that is owned by and provided by us to you. You may request up to five email addresses for no additional fee. More than five email accounts will require you to pay our then current fee for each additional email. The term "Online Presence" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Pinterest, Instagram, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc.

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Local, Regional or National Telephone Numbers

We reserve the right to establish a program for local, regional or national telephone numbers for the purpose of facilitating the direction of customer orders and improving service to the public. If established, you must participate in the program according to the terms and conditions we prescribe, including the payment of a fee.

Franchisee Advertising Cooperative

We may designate any geographic area for purposes of establishing local, regional and/or national advertising cooperatives (Regional Advertising Program) for the benefit of franchisees, company-owned and affiliate-owned Robin Autopilot Businesses located within such area. If a Regional Advertising Program is created, we will allocate all, or a portion of your National Ad Fee or Local Ad Fee for this purpose. Any portion of your National Ad Fee or Local Ad Fee not so allocated will be used for the purpose for which it is intended. We will use only the contributions from participants in the area and all such participants will equally contribute. Each Regional Advertising Program must operate under the guidelines we prescribe though the participants in each area will themselves administer it. Each Regional Program will prepare unaudited annual financial statements and will make available the financial statements available to each participant and to us no later than 120 days after the end of each calendar year. We have the right to change, dissolve (and then reinstate) or merge any Regional Advertising Program at our option

Computer Requirements.

You must have a laptop or desktop computer (Computer Hardware) of any make or model which must be no three years old or newer and which may run the Apple or Microsoft operating system. The Computer hardware must be loaded with virus and firewall software (Virus Software) from any company, and the latest version of the cloud-based QuickBooks Plus. QuickBooks Plus requires the purchase of a monthly license that costs approximately ~~$35~~50. The manufacturer may change this fee at any time and without limitation. We have no control over this and as a result, we cannot quote any such cost to you. . (Computer Software). Together, the Computer Hardware and Computer Software are referred to as the "Computer System". You may already have a Computer System that meets our requirements. If not, it could cost approximately $1,500 to purchase.

You must maintain the QuickBooks license throughout the Term of the Franchise Agreement; except that we may change this requirement by changing the accounting software, by replacing the off-the-shelf software with a proprietary software solution, by converting to a live alternative or by taking any other action at any time after first providing no less than 60 days prior written notice. QuickBooks must only be used for tracking Franchisee's Robin Autopilot Business and not for personal or other purposes.

You will be required to maintain each component of the Computer System to keep it operational. The cost of, and the frequency of such maintenance cannot be estimated as various factors, such as the age of the entire Computer System and its treatment while in operation cannot be determined.

We may require you to update the Computer Hardware no more often then once every 5 years. We estimate this cost to be approximately $500. We may require Computer Software updates no more often than once every 2 years; except that the Virus Software must be updated as often as necessary (sometimes on a daily basis) to insure continuous coverage. The cost of any such Computer Software updates will vary depending upon the age of the software that you originally installed, the Virus Software

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program that you use and the cost charged by each software manufacturer. As a result, we cannot estimate this cost to you.

Your Computer System must ~~at all times be connected~~have access to a high-speed internet service, must have the latest version of the web browser Safari, Chrome, or Firefox (each of which is available free of charge and each of which must be updated as determined by the designer), and must be connected to the Robin Aviator Platform. The Robin Aviator Platform is cloud based and as a result, it will be maintained and updated as needed and without extra charge to you. We retain the right to change from the Robin Aviator Platform at any time and we retain the right to separately charge for access to it.

We may in the future require you to use proprietary software, web-based programs and additional computer hardware that is in addition to, or different from what is described above. We have no criteria for any such software or hardware and as a result, we cannot estimate a cost to you. If we do implement this, we will supply you with written information necessary to comply with this and will give you no less than 60 days to comply.

We do not require you to subscribe to any maintenance program; except that you must maintain the Virus Software to insure continuous and up-to-date coverage.

We will have independent access to the business information on your Computer System, your QuickBooks Plus online account, the Robin Aviator Platform and, if applicable the Intranet; and there are no other contractual limitations on our right to access such information. If the information on your Computer System or your Quickbooks Plus account is password protected, you will provide us the password so that we can access the same at any time.

You must also have a smartphone of any make or model so long as it can connect to the internet. You may already have such a phone. If not it could cost up to $800 to lease or purchase.

We may establish and maintain one or more Intranet systems through which franchisees and we may communicate, and through which we may disseminate updates to the Manual and other confidential information. We may establish policies and procedures pertaining to your use of Franchisor Intranet(s). We will at all times have access to, and retain ownership of, all of the data and content of Franchisor Intranet(s). If you fail to pay when due any amount payable to us under the Franchise Agreement, or if you fail to comply with any policy or procedure governing Franchisor Intranet, we may temporarily suspend your access to all or any aspect of Franchisor Intranet until you fully cure the breach. We may establish, change, or dismantle any Franchisor Intranet at any time.

Operations Manual

We will loan you a copy of our Manual that contains mandatory and suggested specifications, standards, and procedures. The Manual may be in hard copy or may be in electronic format. This Operations Manual is confidential and remains our property. The Table of Contents of our Operations Manual is attached to this Franchise Disclosure Document as Exhibit C and contains 154 pages.

Training

For the first franchise that you buy, and before opening, up to two people (who may be your "Designated Manager", your "Principal Operator" and you) must attend and complete to our satisfaction an initial training program (Initial Training). There is no tuition for the first two trainees. Additional trainees will be charged our then-current daily fee. You are responsible for travel, room, board and wages incurred in taking the Initial Training. The "Designated Manager" is the person besides your Principal

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Operator and you that has received our training and is authorized by you to operate the Robin Autopilot Business from day to day. The Designated Manager need not be an owner of any interest in the Robin Autopilot Business. The "Principal Operator" is the person authorized by the business-entity Franchisee to receive our training, to operate the Robin Autopilot Business, and to act as the contact between us. The Principal Operator must own no less than twenty five percent (25%) of the equity in the franchisee business entity.

Initial Training is separated into two sections. The first section lasts for approximately 5 days and consists of approximately ~~27~~9 hours of classroom and ~~13~~36 hours of on-the-job training. The initial training program will be conducted at a company-owned Robin Autopilot Business, at your Robin Autopilot Business, or at another location that we specify.

The second training section is conducted via video conference over two sessions of 3 hours each, for a total of 6 hours. This training can be accessed from your home, office or private location of your choice. You must be in a quiet, non-public place where confidentiality can be maintained.

We reserve the right to adjust the training schedule as needed to take into consideration a trainee's prior experience.

Initial Training is held as needed but no more often than once each month. The training materials include the Franchisee Manuals and handouts. There is no charge for the training materials.

Initial Training consists of the following:

Training Program

Subject	Classroom Training Hours	On-the-Job Training Hours	Location
In Person Day 1 - General Orientation; Robin Autopilot System; Vision and Values, ~~Introduction to Robot Mowers; Supplies and Equipment~~Marketing; Sales	9	0	~~Our then-current headquarters~~At a location near our Training Center that now is ~~Dallas~~in Plano, Texas
~~Day 2 Marketing; Sales; Customer Communication; Business Planning; Accounting and Reporting~~In Person Day 2 – Field Work: Introduction to Robot Mowers; Supplies and Equipment; Robot Installations	~~9~~0	~~0~~9	~~Our then-current headquarters that now is Dallas, Texas~~At a location near our Training Center.
~~Day 3 – Robin Aviator Platform; Personnel Best Practices; Crew Operations Management; Grand Opening~~Day 3 – Field Work: Robot Installations	~~9~~0	~~0~~9	~~Our then-current headquarters that now is Dallas, Texas~~At a location near our Training Center.
Day 4 – Field Work: ~~Installation~~Door Installations; Robot Maintenance	0	~~8~~9	At a location near our Training Center.
Day 5 – Field Work: Robot Maintenance; Trimming; Edging; Crew Operations	0	~~5~~9	At a location near our Training Center.
Webconference 1 – Customer Communication; Robin Aviator Platform; Accounting and Reporting	3	0	At a private location convenient for you with high-speed Internet.
Webconference 2 – Personnel Best Practices; Crew	3	0	At a private location

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Subject	Classroom Training Hours	On-the-Job Training Hours	Location
Operations Management; Grand Opening			convenient for you with high-speed Internet.
TOTAL HOURS OF TRAINING:	~~27~~15	~~13~~36	

Our trainers are our three principals identified in Item 2. Each has operated our Parent's business since its inception and each has trained our Parent's employees in each of the above training modules.

Your replacement Designated Manager must be trained in all aspects of the Robin Autopilot Business and may be required to attend Initial Training for which you will pay our then-current daily fee and the trainee's travel, room, board and wages. This training will be held at the next available training program.

You may also wish to get additional training from us. This is optional and is not required for the operation of the Business unless you feel it is necessary. We will charge our then-current daily fee (Item 6), plus all costs for travel, lodging and food. This training can take place at any time.

If you transfer the Robin Autopilot Business to a third party, the transferee must attend the Initial Training and all other training we are then requiring, and we may charge our then-current daily fee for such training.

After the Initial Training, you are solely and exclusively responsible for the training of all of your employees. Your employees are not our employees and you alone will control all aspects of the employee's employment with you.

Annual Conference

We do not now, but may, in the future, have an annual conference that, if held, will require attendance by all franchisees. You will be responsible for all expenses for travel, accommodations, food, and other costs you incur. Though none is now required, we may in the future require an attendance fee that may be between $100 and $500. When it is know, you will be provided with the duration of such a meeting, as well as its location, the identities of those who will present information at the meeting, and the content of any seminars or information that will be delivered at that time. The annual conference will be held in a location to be determined by us.

ITEM 12
TERRITORY

You will operate the Robin Autopilot Business from the Franchised Location.

You will receive an Exclusive territory that will encompass approximately 30,000 single family detached homes (Exclusive Territory) as defined by the most recent U.S. Census. The Exclusive Territory will have no particular demographic makeup and will not have a standard geometric shape. Its perimeter may be defined by streets, natural barriers such as mountains or rivers, political boundaries such as city or county lines, or in any other manner we determine. You and we will determine your Exclusive Territory before you sign the Franchise Agreement.

For so long as you are compliant with the terms and conditions of the Franchise Agreement and have met the "Quota" (see below) and for so long as you continue to service the Company Customers in

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your Exclusive Territory, we will not allow another franchisee or a company-owned, Parent-owned or Affiliate-owned Robin Autopilot Business to operated in your Exclusive Territory.

You may relocate the Franchised Location anywhere within your Exclusive Territory; but must provide us the address once you have moved.

You must advertise and provide your services only within your Exclusive Territory. You receive no special rights to acquire additional franchises though you my at any time apply for an award of a new franchise.

In order to maintain your Exclusive Territory you must meet the following minimum quota requirements (Quota):

(a) by the end of your first 12 months of operation, you must have 100 "Active Customers";

(b) at the end of the 24th month of operation, you must have 200 Active Customers; and,

(c) beginning in the 25th month and for each 12-month period thereafter through the balance of the Initial Term, you must have the greater of ~~250~~300 Active Customers or 75% of the average count of Customers for all franchisees that have been open for at least 3 years .

An "Active Customer" is a Customer with an open account still receiving and paying for service from you. This can include Customers with paused mowing schedules during offseason months.

If you fail to meet a Quota for any 12-month period, we have the following rights:

(a) We may require you to attend additional training after which you must meet or exceed the Quota for the following 6-month period; and if you again ~~fails~~fail to meet the Quota, we have the right to reduce your Exclusive Territory or to terminate the Franchise Agreement without the right to cure; or,

(b) We may reduce your Exclusive Territory in any manner we deem appropriate (and the Quota for the reduced Exclusive Territory will be proportionately reduced) and in such an event, the reduced Exclusive Territory and Quota will remain in place the remainder of the Initial Term; or,

(c) We may terminate this Agreement without any further right to cure.

Reservation of Rights

Our Parent, our Coralview Affiliate and we reserve the right, among others, to:

a. own, franchise, or operate businesses which are similar to your Robin Autopilot Business and which use the Marks and the System at any location outside of your Exclusive Territory, regardless of the proximity to your Exclusive Territory;

b. use the Marks and the System to sell any products or services (which may be similar to those that you will sell) through any alternate channels of distribution within or outside of the Exclusive Territory. Alternate channels of distribution include through mail order, catalog sales, wholesale to unrelated retail outlets or over the Internet. You may not use alternate channels of distribution without our express written permission, which may be granted or denied for any reason or for no reason at all;

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c. use and license others to use within the Exclusive Territory or in alternate channels of distribution, other trademarks, trade names, service marks, logos or copyrighted materials that are not the same as or confusingly similar to the Marks, in the operation of a business that offers goods, services, and related products that may be similar to, or different from, the Robin Autopilot Business operated by you;

d. purchase, or be purchased by or merge or combine with any business, including a business that competes directly with your Robin Autopilot Business, wherever located; except such business will not use trademarks, trade names, service marks, logos or copyrighted materials that are the same as or confusingly similar to the Marks;

e. acquire and convert to our System any businesses offering services and products similar to those offered by you, including such businesses operated by competitors or otherwise operated independently, or as part of, or in association with any other system or chain, whether franchised or corporately owned, and whether located inside or outside of the Exclusive Territory; except such business will not use trademarks, trade names, service marks, logos or copyrighted materials that are the same as or confusingly similar to the Marks; ,

f. negotiate Company Contracts as we deem advisable with the result being that you may be required to service a Company Customer in your Exclusive Territory; and

g. retain all other rights not specifically granted to you.

Though we can use alternative channels of distribution within your Exclusive Territory to make sales of goods, items, and services associated with the System and the Marks, or associated with any other system or trademarks, service marks, trade names, logos, and the like, we have not done so as of the date of this disclosure document. We reserve the right to do so at any time. We do not pay any compensation for soliciting or accepting orders inside your Exclusive Territory that were obtained through alternate channels of distribution.

Our Parent's business will continue to operate and is not subject to a franchise agreement. Our Parent, our Coralview Affiliate and ~~w~~we reserve the right to operate businesses that are substantially similar to yours; except that no such business will ever compete in your Exclusive Territory.

ITEM 13
TRADEMARKS

Our Parent has applied for registration on the Principal Registry of the United States Patent and Trademark Office (USPTO) of the follow trademarks, services marks and logos (jointly and severally, the "Marks"):

Franchisor Marks	Application/ Registration Number	Mark Filed	Application/ Registration Date
ROBIN AUTOPILOT (design – black & white) (1)	87657515		10/24/2017
ROBIN AUTOPILOT (design – blue & white) (1)	87657550		10/24/2017
ROBIN AUTOPILOT (word) (2)	87676392	ROBIN AUTOPILOT	11/8/2017
NO MORE PAIN IN THE GRASS (word) (3)	87157970	NO MORE PAIN IN THE GRASS	09/01/2016

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Franchisor Marks	Application/ Registration Number	Mark Filed	Application/ Registration Date
PUT YOUR LAWN ON AUTOPILOT (word) (3)	87157950	PUT YOUR LAWN ON AUTOPILOT	09/01/2016

~~1. An office action was issued for both of these Marks on December 7, 2017 denying registration, claiming that the specimens delivered do not show the Mark in use in commerce. We have six months within which to contest this refusal and as of the Issuance Date, we intend to reply.~~

~~2. An office action was issued for this Mark on December 7, 2017 that requires only that we file a disclaimer to the exclusive use of the word "Autopilot". We have six months within which to contest this refusal and as of the Issuance Date, we intend to reply.~~

1. The first Mark was published for opposition in the USPTO Official Gazette on June 6, 2018, and the second Mark was published for opposition on June 13, 2018.

2. This Mark was published for opposition in the USPTO Official Gazette on June 6, 2018.

3. Each of these Marks seeks registration in two classes: Class 44 and Class 7. The Marks have been approved for publication in Class 44. Office actions were issued as to both Marks on November 2, 2017 each of which refused registration in one class (Class 7) because of a nonconforming specimen. On November 8, 2017 and after discussion with the examining attorney, we amended the filing basis from "1(a)" (meaning that the mark was already in use) to a "1(b)" which means that we intend to use the Mark in the future. The comments in the office action indicate that this is acceptable to the examining attorney. On December 13, 2017, the changes for both of these Marks were accepted and each Mark was sent for publication in the Trademark Official Gazette. Publication was confirmed for each on January 2, 2018. On February 27, 2018, the USPTO issued its "Notice of Allowance" for both Marks, which means that no opposition was filed against the Marks and that we now have six months to file our "Statement of Use," (SOU,) which is a statement that we are using the Marks in commerce. We will be filing the SOU.

Our Parent also claims common law rights to all of the above Marks.

We do not have federal registration for our principal trademarks. Therefore, our trademarks do not have many legal benefits and right as a federally registered trademark. If our right to use the trademarks is challenged, you may have to change to alternative trademarks, which may increase your expense.

Our Parent and we have entered into a 50-year license agreement that allows us to sublicense the above Marks to you as part of your franchise opportunity. The license lasts for 50 years and requires that we monitor your use of their Marks in order to insure that you and we are maintaining and protecting the good will of the Marks.

Except as stated above, there are no presently effective determinations of the USPTO the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court concerning any pending interference, opposition or cancellation proceedings; or any pending litigation involving any of Franchisor Marks that might affect our ownership or use of any Franchisor Marks. Except for the license, there are no agreements currently in effect that significantly limit our rights to use or license the use of any of Franchisor Marks in any manner material to the Robin Autopilot Businesses.

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You may not use Franchisor Marks in your corporate name, and may not use them to incur any obligation or indebtedness on our behalf. You may not use Franchisor Marks on the internet or on any social media site except as we expressly permit. You may not cause or allow all or any recognizable part of Franchisor Marks to be used or displayed as all or part of an e-mail address, a domain name, a URL or metatag without our express prior written consent, and then only according to procedures, standards and specifications that we establish. You may not register any Mark as part of any user name on any gaming website, social networking website (such as FACEBOOK® or TWITTER®), or any other type of website or App. Any pay stubs and checks given to your employees should not bear our corporate entity's name or logo, and instead, should clearly identify your business entity, to avoid confusion as to which entity employs your employees. You should seek the advice of independent legal counsel to assist you with employment matters related to your operation of a Robin Autopilot Business.

You must notify us immediately of any apparent infringement of or challenge to your use of any of Franchisor Marks and of any claim by any person of any rights in any Franchisor Marks. We are not required to take affirmative action when notified of these uses or claims. We are not obligated to protect your right to use the principal trademarks listed in this section, and need not protect you against claims of infringement or unfair competition arising out of your use of Franchisor Marks. However, we will take any action we deem appropriate in connection with any infringement of, or challenge or claim to, any Franchisor Marks, and have the right to control exclusively, or to delegate control of, any settlement, litigation, or other proceeding arising out of any alleged infringement, challenge or claim or otherwise relating to any Marks. Settlement may include requiring you to do business under a different name or under different Marks, in which case we may require you to take this action at your expense. You must sign all instruments and documents, render such assistance, and do such acts or things as may be reasonably necessary or advisable, in our opinion, to protect and maintain our interests in Franchisor Marks. If we become involved in litigation relating to your use of Franchisor Marks, you and your owners must assist us in the proceeding, which may include becoming a nominal party to any legal action. Unless the litigation resulted from your improper use of Franchisor Marks, we will reimburse you for your associated costs.

If it becomes advisable at any time in our sole and absolute option to modify or discontinue the use of any Franchisor Marks, or to substitute a new mark or graphic for any Franchisor Marks, as applicable, you must promptly comply, at your expense (which may include the cost of replacement signage and/or trade dress), with such modifications, discontinuances, or substitutions.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

~~Our Parent has filed three~~Three provisional patent applications have been filed with the United States Patent and Trademark Office as follows:

1. U.S. Provisional Patent Application No. 62/453,644 titled "AUTOMATED SECURE DOOR FOR ROBOTIC MOWERS" filed February 2, 2017, which is a provisional patent application filed on technology for an automated secure door for robotic mowers. This patent is under review and is not available for public viewing~~.~~

2. U.S. Provisional Patent Application No. 62/582,488 titled "PERIMETER SWITCHING SYSTEM FOR AUTOMATED VEHICLES" filed November 7, 2017, which is a provisional patent application filed on technology for a perimeter switching system for automated vehicles. This patent is under review and is not available for public viewing.

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3. U.S. Provisional Patent Application No. 62/582,496 titled "PROXIMITY SENSOR FOR ROBOTIC MOWERS" filed November 7, 2017, which is a provisional patent application filed on technology for a proximity sensor for robotic mowers. This patent is under review and is not available for public viewing.

~~The three patents together are referred to as the 'Provisional Patents".~~

The inventors, Justin Crandall, Bart Lomont (each of whom is identified in Item 2) and David Melborne (a person not associated with us) assigned their rights to the published patent applications to our Parent on February 1, 2018. On that same date, our Parent applied for full patent rights on the first provisional patent at Patent Application No. 62/453,644, titled "AUTOMATED SECURE DOOR FOR ROBOTIC MOWERS."

Our Parent along with Mr. Crandall and Mr. Lomont (Item 2) have also applied for patent protection for the first device under the Patent Cooperation Treaty (PCT,) which is a treaty between approximately 159 countries and foreign states that allows for patent protection in all of the signatory countries and states. The United States is a participant. The PCT is governed by the International Bureau of the World International Property Organization (WIPO,) located Geneva, Switzerland. This was applied for on March 24, 2018 under the title "AUTOMATED SECURE DOOR FOR ROBOTIC MOWERS." A serial number was not issued for this request as of the Issuance Date of this Franchise Disclosure Document.

Our Parent has authorized our Coralview Affiliate ~~to~~the exclusive right to sell you the equipment that is the subject of the Provisional Patents (together, the "Robot Door~~") to you.~~ ".)

Our Parent ~~has~~also granted us a license ~~with us that~~ for 50 years in reference to the Provisional Patents that requires us to monitor your use of the Robot Door ~~in accordance with the terms of each Provisional Patent~~ to insure that each such Provisional Patent is protected. Our Parent can cancel the license if we fail to monitor your use of the Robot Door in compliance with the Provisional Patents. As the Provisional Patents have not yet been approved or issued, our Parent may be required to alter the Provisional Patents or the Robot Door. In such an event, we will notify you of the same and you will be provided with replacement Robot Door free of charge. Except as stated here, our rights are not materially limited by any agreement or known infringing use.

You agree not to contest our Parent's interest in the Provisional Patents or the Robot Door or our license to monitor your use of the Provisional Patents or the Robot Door.

As of the Issuance Date of this Franchise Disclosure Document, the USPTO, any court and WIPO have made no material determinations concerning any of the Provisional Patents or the PCT application.

If our Parent or we decide to add, modify, or discontinue the use of an item or process covered by one or more of the Provisional Patents you immediately comply by adding, modifying or discontinuing the use of the affected Robot Door. Our sole obligation is to reimburse you for the tangible cost of complying with this obligation.

We also claim copyright protection in certain works of authorship including but not limited to all artwork, software, graphics, files, the design elements of the Marks, the Manuals, our bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, the content and design of our website and social media presence and any derivatives thereof (Copyrighted Materials), and we claim common law and copyright protection of our "Confidential Information". "Confidential Information" means all trade secrets and all other elements of Franchisor

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System; all customer information; our proprietary standards and specifications for products, packaging, and service; financial information; marketing data; vendor and supplier information; and all other knowledge, trade secrets, or know-how concerning the methods of operation of the Robin Autopilot Business, which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, and all other information that we designate as confidential.

You must notify us immediately of any apparent infringement of, or challenge to your use of any of the Provisional Patents or the Robot Door, or any of the Copyrighted Materials or Confidential Information. Further, you must immediately notify us of any claim by any person of any rights in any of the Provisional Patents, Robot Door or any of our Copyrighted Materials or Confidential Information. Our Parent and we are not required to take affirmative action when notified of these uses or claims; but instead can take any action deemed appropriate in connection with any infringement of, or challenge or claim to the Provisional Patents, the Robot Door or any of the Copyrighted Materials or Confidential Information. Specifically, but not by way of limitation, our Parent and we retain the exclusive right to control ~~exclusively~~, or to delegate control of, any settlement, litigation, or other proceeding arising out of any alleged infringement, challenge or claim or otherwise. You must sign all instruments and documents, render such assistance, and do such acts or things as may be reasonably necessary or advisable, to protect and maintain our Parent's interest in the Provisional Patents and Robot Door, and our interests in the Copyrighted Materials and Confidential Information. If our Parent or we become involved in litigation relating to your use of the Provisional Patents, the Robot Door or the Copyrighted Materials or Confidential Information, you and your owners must assist us in the proceeding, which may include becoming a party to any legal action. Unless the litigation resulted from your improper use of the Provisional Patents, the Robot Door or of the Confidential Information or Copyrighted Materials, we will reimburse you for your associated costs.

You, each of your owners and your employees must maintain, protect and insure the confidentiality of the Provisional Patents, the Robot Door, our Copyrighted Materials and the Confidential Information. You must implement any reasonable procedures we may require protecting the same, including placing restrictions on disclosures to your employees and requiring employees who will have access to sign agreements containing non-disclosure and non-competition provisions. However, you may disclose Confidential Information in accordance with any applicable law including the federal Defend Trade Secrets Act.

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

Your Principal Operator, Designated Manager or you must devote full time, best efforts to the management of the day-to-day operations of the Robin Autopilot Business and must be involved in providing services from the Robin Autopilot Business at all times while it is open to the public. We recommend your personal on-premises supervision of the Robin Autopilot Business.

Any Designated Manager or replacement Principal Operator must complete the Initial Training program. The manager is not required to have an equity interest in the franchise.

Your Designated Manager must enter into our then-current confidentiality and non-competition agreement, in the form attached to the Franchise Agreement as Exhibit 4. Among other things, this agreement prohibits certain competitive employment during the manager's employment with you and, for a period of two years following that employment, within your Exclusive Territory, within the exclusive territory of a franchisee, a Parent-owned, Affiliate-owned or company-owned exclusive territory or within

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five miles of the perimeter of the exclusive territory of a franchisee, a Parent-owned, Affiliate-owned or company-owned business. If you are a business entity, your equity holders will be required to guaranty the performance of the franchisee by signing our then-current Guaranty that is now located at Exhibit 5 of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell only those products and services approved by us and may not use the Robin Autopilot Business, Systems, or Marks for any other purposes. You must provide all goods and services that we offer as they may change from time to time. You must only operate within the Exclusive Territory.

We have the right to add, delete, change, or supplement the types of goods and services that you provide, and there are no limits on our right to do so. If we add, delete, change, or supplement the types of services, we will provide you with no less than 60 days notice after which you must comply.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	Section 2.2	10 years from the date that the Franchise Agreement is signed by all Parties.
b. Renewal or extension of the term	Section 2.3	You have the right to renew the Franchise Agreement for one 10-year term, if certain conditions are met.
c. Requirements for franchisee to renew or extend	Section 2.3	You must (a) give written notice of renewal to us no earlier than 1 year and no later than seven months prior to end of the term; (b) not have defaulted under Franchise Agreement; (c) execute our then-current standard Franchise Agreement, which may contain terms which are materially different than prior versions (d) pay a non-refundable renewal fee; (e) repair or replace, at your cost and expense, equipment, signs, supplies and other products and materials required for the operation of the Robin Autopilot Business; (f) have satisfied all monetary obligations under the Franchise Agreement and any other agreement between you or any of your affiliates and us or any of our affiliates and have timely met those obligations throughout their terms; (g) present satisfactory evidence that you have the right to remain in possession of the premises or obtain our approval of a new location for the duration of the renewal term; (h) execute a general release; and (i) comply with our then-current qualification and training requirements.
d. Termination by franchisee	No provision	Not Applicable
e. Termination by franchisor without cause	No provision	Not Applicable

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Provision	Section in Franchise or Other Agreement	Summary
f. Termination by franchisor with cause	Sections 7.1, 7.2, and 7.3	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.
g. "Cause" defined – curable defaults	Section 7.2	If you fail to make any payments to us, or fail to submit any reports required. If you fail to maintain and operate the Robin Autopilot Business according to our standards; fail to perform any of your Franchise Agreement obligations; or have an outstanding judgment levied against you for 30 days or more.
h. "Cause" defined – non-curable defaults	Section 7.1	Includes: your loss of possession of the Robin Autopilot Business premises, certain bankruptcy and related events, appointment of a receiver for your premises, failure to open the Robin Autopilot Business as provided in the Franchise Agreement, abandonment of the Robin Autopilot Business, conviction for a felony or crime involving moral turpitude, the making of an unauthorized transfer, disclosure of Confidential Information, maintaining false books, repeated defaults within 6 months, operation of a motor vehicle by someone under 18 years old, misuse of our marks, falsification of the source or quality of your goods or services.
i. Franchisee's obligations on termination/non-renewal	Sections 7.5	Obligations include: you must pay all amounts due to us or our affiliates; discontinue use of Franchisor System; remove, deliver to us signs, identification markings and alter fixtures so as to eliminate the design, decor and other characteristics which are part of Franchisor System; promptly destroy or surrender to us all supplies, stationery, displays, advertising and other items containing our marks; discontinue all advertising which uses our marks; at our option, sell or assign to us your rights in the Robin Autopilot Business premises, all of the furnishings, equipment, supplies or inventory related to the operation of the Robin Autopilot Business, and all rights to the telephone numbers of the Robin Autopilot Business and any related Yellow Pages and other business listings (including internet listings). You must also pay the termination fee described in Item 6, if we terminate for cause.
j. Assignment of contract by franchisor	Section 6.1	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction.
k. "Transfer" by franchisee	Sections 6.2 and 6.3	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Robin Autopilot Business or you (if you are not a natural person).
l. Franchisor approval of transfer by franchisee	Section 6.2	You (or your owners, as applicable) must obtain our consent before transferring any interest. We will not unreasonably withhold our consent.
m. Conditions for franchisor approval of transfer	Section 6.2	Conditions include: you (or your owners, as applicable) must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, attend training and sign current Franchise Agreement and modernize the Robin Autopilot Business.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 6.7	We have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor's option to purchase franchisee's business	Section 6.7	Other than our right to purchase your assets on termination or nonrenewal and our right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability	Section 6.4	Ownership must be transferred within 12 months after the date of death or six

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Provision	Section in Franchise or Other Agreement	Summary
of franchisee		months after the date of permanent disability. We have right but not the obligation to operate the Robin Autopilot Business for which you will pay the Business Management Fee.
q. Non-competition covenants during the term of the franchise	Section 5.7	During the term of the Franchise Agreement, neither you nor your principals, officers, directors, or owners may, directly or indirectly, own, maintain, engage in, manage, lend money to, extend credit to, have an interest in, or be employed as an officer, director, executive, or principal of any lawn care service that is similar to anything which we have authorized for sale by Robin Autopilot Businesses, and which represents a significant portion of the revenues of the Robin Autopilot Businesses, which is located: (a) within your Territory; or (b) within a 10-mile radius of any Robin Autopilot Business then in operation or under construction. Neither you nor your principals, officers, directors, or owners may, directly or indirectly, entice or induce any of our employees or the employees of any other Robin Autopilot Business to terminate their employment or to work for a competitive lawn care business, or divert or attempt to divert the business of any Robin Autopilot Business to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with Franchisor Marks or Franchisor System.
r. Non-competition covenants after the franchise is terminated or expires	Section 5.7	For a period of 2 years after the termination or expiration of the Franchise Agreement, neither you nor your principals, officers, directors, or owners may, directly or indirectly, own, maintain, engage in, manage, lend money to, extend credit to, have an interest in, or be employed as an officer, director, executive, or principal of any lawn care service similar to anything which we have authorized for sale by Robin Autopilot Businesses, and which represents a significant portion of the revenues of Robin Autopilot Businesses, which is located: (1) within your Territory; or (b) within a 20-mile radius of any Robin Autopilot Business then in operation or under construction. For a period of 2 years following the termination or expiration of the Franchise Agreement, neither you nor your principals, officers, directors, or owners may, directly or indirectly, entice, or induce any of our employees or the employees of any other Robin Autopilot Business to terminate their employment or to work for a competitive lawn care service, or divert or attempt to divert the business of any Robin Autopilot Business to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with Franchisor Marks or Franchisor System.
s. Modification of the agreement	Section 9.2	Franchise Agreement may not be modified unless mutually agreed to in writing. You must comply with our Manuals as amended.
t. Integration/ merger clause	Section 9.2	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 8	Except for certain claims, all disputes will be subject to arbitration (if the mandatory face-to-face meeting and mediation do not resolve issue). Meetings, mediation and arbitration to be conducted within 15 miles of our then-current headquarters.
v. Choice of forum	Section 8.4	Subject to applicable state law all dispute resolution is held within 15 mile of our then current headquarters that now is ~~Dallas~~Plano, Texas.
w. Choice of law	Section 8.4	Subject to applicable state law, Texas law governs the Franchise Agreement and all disputes between the parties.

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ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the sale of franchises.

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 locations, 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 location 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 do not authorize our employees or representatives to make any such representations orally or in writing. If you are purchasing an existing location, however, we may provide you with the actual records of that location. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Franchise Operations, Robin Autopilot USA, LLC, ~~2216 Commerce Street,~~7250 Dallas Parkway, Suite 400, Plano, TX ~~75201~~75024 (or by email franchise@robinautopilot.com or phone 855-910-8780), the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
LOCATIONS AND FRANCHISEE INFORMATION

Table No. 1
Franchisor System-Wide Location Summary
For Fiscal Years 2015 to 2017

Column 1 -Location Type	Colum 2 Fiscal Year	Column 3 Locations at Start of Fiscal Year	Column 4 Locations at End of Fiscal Year	Column 5 - Net Change
Franchised	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Company-Owned	2015	0	0	0
	2016	0	1*	+1
	2017	1	0	0
Total Locations	2015	0	0	0
	2016	0	1	+1
	2017	1	0	1

* This represents our Parent's business that is substantially similar to the one being offered here.

Table No. 2
Transfers of Locations from Franchisees to New Owners
(Other than Franchisor)
For Fiscal Years 2015 to 2017

Column 1 - State	Column 2 - Fiscal Year	Column 3 - Number of Transfers
Texas	2015	0
	2016	0
	2017	0
Totals	2015	0
	2016	0
	2017	0

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Table No. 3
Status of Franchised Locations
For Fiscal Years 2015 to 2017

Column 1 - State	Column 2- Fiscal Year	Column 3 - Locations at Start of Fiscal Year	Column 4 - Locations Opened	Column 5 - Terminations	Column 6 - Non-Renewals	Column 7 - Reacquired by Franchisor	Column 8 - Ceased Operations - Other Reasons	Column 9 - Locations at End of Fiscal Year
Texas	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Totals	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Locations
For Fiscal Years 2015 to 2017

State	Fiscal Year	Locations at Start of Fiscal Year	Locations Opened	Locations Reacquired from Franchisee	Locations Closed	Locations Sold to Franchisee	Locations at End of Fiscal Year
Texas	2015	0	0	0	0	0	0
	2016	0	~~0~~1*	0	0	0	~~0~~1
	2017	~~0~~1	0	0	0	0	~~0~~1
Totals	2015	0	0	0	0	0	0
	2016	0	1*	0	0	0	1
	2017	1	0	0	0	0	1

* This represents our Parent's business.

Table No. 5

Projected New Franchised Outlets as of December, 2017

Column 1 State	Column 2 Franchise Agreements Signed but not Opened	Column 3 Projected new Franchise Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year
Texas	0	1	0
TOTALS	**0**	1	**0**

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Exhibit E lists of all current franchisees as of our most recently completed fiscal year. Exhibit E also reflects the name, city, state, and current business (or if unknown, home) telephone number, of every franchisee who had had a location terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year, or who has not communicated with us within ten weeks of the issuance date of this Franchise Disclosure Document.

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

There are no franchisee organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Included in Exhibit D is our audited financial statement for the year ending December 31, 2017.

Robin Autopilot USA, LLC has been in business for less than three years and cannot therefore include all financial statements required by law.

ITEM 22
CONTRACTS

Attached to this Franchise Disclosure Documents are the following contract forms:

Exhibit B - Franchise Agreement that contains the following contracts:

Exhibit 1	**Initial Franchise Fee and Statement of Ownership**	**Exhibit 5**	**Guaranty**
		Exhibit 6	**State Addenda**
Exhibit 2	**Exclusive Territory**	**Exhibit 7**	**ACH Agreement**
Exhibit 3	**General Release**	**Exhibit 8**	**~~Closing Acknowledgement~~ Equipment Agreement**
Exhibit 4	**Confidentiality Agreement**	**Exhibit 9**	**Closing Acknoledgement**

ITEM 23
RECEIPTS

Two copies of a Receipt for this Franchise Disclosure Document are attached as the last two pages of this Franchise Disclosure Document. Please sign, date and return one copy to us; retain the other copy for your files.

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EXHIBIT A
STATE AGENCIES

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Names and Addresses of State Regulatory Authorities and Registered Agents in States

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

California
Department of Business Oversight
One Sansome Street, Ste. 600
San Francisco, CA 94104

Commissioner of the Department of Business Oversight
320 W. 4th Street, Suite 700
Los Angeles, California 90013

Commissioner of the Department of Business Oversight
1515 K. Street, Suite 200
Sacramento, California 95814
(866) 275-2677 Toll Free

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8299

Florida
Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, Florida 32399-6500

Hawaii
Commissioner of Securities
Department of Commerce & Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

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

Indiana
Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

Kentucky
Office of the Attorney General
Consumer Protection Division

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Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, Kentucky 40601-8204

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

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

Michigan
Department of the Attorney General
Consumer Protection Division, Franchise Unit
525 Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, Michigan 48909

Minnesota
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101

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

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

North Carolina
Secretary of State
Securities Division
Old Revenue Complex
2 South Salisbury Street
Raleigh, North Carolina 27601

North Dakota
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor
Department 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

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Rhode Island
Department of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue
Bldg. 69, First Floor
Cranston, RI 02920

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

South Dakota
Department of Revenue and Regulation
Division of Securities
445 East Capitol Avenue
Pierre, South Dakota 57501

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

Utah
Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
P.O. Box 146704
Salt Lake City, Utah 84114-6704

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

Washington
Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, Washington 98501

Wisconsin
Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

The following state agencies are designated as our agent for service of process in accordance with the applicable state laws. We may register in one or more of these states.

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California
Commissioner of the Department of Business Oversight
One Sansome Street, Ste. 600
San Francisco, California 94104

Commissioner of the Department of Business Oversight
320 W. 4th Street, Suite 700
Los Angeles, California 90013

Commissioner of the Department of Business Oversight
1515 K St., Suite 200
Sacramento, California 95814
(866) 275-2677

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103
860-240-8299

Hawaii
Commissioner of Securities
Department of Commerce and Consumer Affairs Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

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

Indiana
Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

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

Michigan
Michigan Department of Commerce
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

Minnesota
Minnesota Commissioner of Commerce

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Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101

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

North Dakota
North Dakota Securities Department
State Capitol – 5th Floor
600 East Boulevard
Bismarck, North Dakota 58505-0510

Rhode Island
Department of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue
Bldg. 69, First Floor
Cranston, RI 02920

South Dakota
Department of Revenue and Regulation
Division of Securities
445 East Capitol Avenue
Pierre, South Dakota 57501

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

Washington
Director, Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, Washington 98501

Wisconsin
Commissioner of Securities
345 West Washington Street, 4th Floor
Madison, Wisconsin 53703

Service of Process in Texas:

Justin Crandall or Bart Lomont
Robin Autopilot USA, LLC
~~2216 Commerce Street~~
7250 Dallas Parkway, Suite 400
Plano, TX ~~75201~~75024

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EXHIBIT B
FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

Robin Autopilot USA, LLC

ROBIN AUTOPILOT™
NO MORE PAIN IN THE GRASS[sm]
PUT YOUR LAWN ON AUTOPILOT[sm]

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FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (this "Agreement") is made and entered in ~~Dallas County, Texas~~ as of the "Effective Date" (as defined below), by and between ROBIN AUTOPILOT USA, LLC, a Texas limited liability company ("Franchisor"), and _____ and _____ (or if a business entity) _____, a _____ corporation ("Franchisee").

RECITALS

WHEREAS, Franchisor has developed and is the owner of the Franchisor System (as defined below);

WHEREAS, Franchisee desires to obtain from Franchisor and Franchisor desires to grant to Franchisee certain rights to use the Franchisor System to develop and establish one of Franchisor Operations (as defined below) at an approved site.

NOW THEREFORE, in recognition of the foregoing and mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, we each agree as set forth in this Agreement.

I. DEFINITIONS

The following terms have the meanings indicated:

"Active Customer" means a Customer with an open account still receiving and paying for service from Franchisee. This can include Customers with paused mowing schedules during offseason months.

"Additional Equipment" means all equipment necessary to provide all of the required services to the Customers including all replacement parts and products necessary to keep the Initial Equipment Package up to date and complete.

"Affiliate" or "Coralview Affiliate" means our affiliate Coralview Technologies, LLC with whom you must do business.

"Business Management Fee" means the then-current fee that you must pay us if we decide to manage your business because of a death or Permanent Disability.

"**Company Account"** means the regional or national account the Franchisor negotiates.

"Company Contract" means the contract that Franchisor negotiates with the Company Account.

"Company Customer" means the Customers that are part of the Company Account and that are located in your Exclusive Territory

"Company Split" means the then-current split that Franchisor shares with Franchisee for each Company Customer that Franchisee services in the Franchisee's Exclusive Territory.

"Competitive Business" means a business that offers lawn services to the general public where part of such services is the use of robots to complete part of the work such as mowing the lawns, and that may be added to the services Franchisee is obligated to deliver to the public after the Effective Date of

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this Agreement (such a robotic edging or trimming) or that may otherwise be in use by Franchisee at the expiration or earlier termination of this Agreement.

"Computer Hardware" means Franchisor's then-current configuration that now may be a laptop or desktop computer running on the Apple or Microsoft operating system.

"Computer Software" means Franchisor's then-current software that Franchisee must have loaded on the Computer Hardware that now is the most recent version of virus and firewall software (Virus Software), QuickBooks Plus (online version) and Robin Aviator.

"Computer System" means the Computer Hardware and Computer Software as more fully described in this Agreement

"Confidential Information" means the terms of this Agreement and all attachments and amendments hereto, all information relating to Franchisor System and each component thereof, the Franchisor Operations Manual, any common-law-protected or registered copyrighted materials, manuals, written directives, drawings, technical information, methods, processes, formulae, Franchisor's Intellectual Property and Copyrighted Materials, compositions, systems, techniques, inventions, machines, computer and supplier programs, research projects, business information, customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems and plans, and all other information, data, know-how, materials and data imparted or made available by Franchisor or its affiliates to Franchisee, however learned or received, either in writing, orally or in electronic format, which relates to operating one of Franchisor Operations or Franchisor System, or is (i) designated as confidential, (ii) known by Franchisee to be considered confidential by Franchisor, or (iii) by its nature inherently or reasonably to be considered confidential.

"Copyrighted Materials" means Franchisor's newsletters, advertising and marketing materials, including newspaper and magazine advertisements, jingles, radio and television commercials, promotional materials, merchandising materials, sales aids, sales brochures, Franchisor Operations Manual, information on any Internet Site or Intranet Site maintained by Franchisor, or, if applicable, reproduced on an approved website on the internet with changes that Franchisor authorizes, and any other original materials created by or on behalf of Franchisor, or Franchisee or another franchisee or developer based on materials relating to Franchisor System, whether or not the copyrights are registered.

"Customer" means the Person to whom you deliver Robin Autopilot services.

"Designated Manager" means the person besides Franchisee's Principal Operator or Franchisee that has received our training and is authorized by Franchisee to operate the Business from day to day. The Designated Manager need not be an owner of any interest in the Business.

"Effective Date" means the date that this Agreement is finally signed by all Parties hereto. It is not a contract until that date regardless of the order in which signatures were obtained.

"Equipment Agreement" means the then-current agreement between our Coralview Affiliate and you that is used to memorialize the purchase of the Robots and Robot Doors.

"Event of Default" means any of, or any combination of breaches more fully described in Sections 7.1 through 7.3 below.

"Exclusive Territory" means the geographic area consisting of so many zip codes as to encompass approximately 30,000 single-family homes. Your Exclusive Territory will have no particular

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demographic makeup and will not have a standard geometric shape; and its perimeter may be defined by streets, natural barriers such a mountains or rivers, political boundaries such as city or county lines, or in any other manner we determine. You and we will identify your Exclusive Territory before you sign the Franchise Agreement. The Exclusive Territory will be identified in Exhibit 2.

"Force Majeure" means that except for monetary obligations hereunder which are due regardless of the existence of an event of Force Majeure, or as otherwise specifically provided in this Agreement, if either of us is delayed, hindered in, or prevented from the performance of any act required under this Franchise Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of the Party required to perform such work or act, then performance of such work or act will be excused for the period of the delay, but in no event to exceed 45 days from the time period for performance stated in this Franchise Agreement.

"Franchise" means the franchise granted by Franchisor to Franchisee pursuant to, and in all respects subject to, the terms and conditions of this Agreement.

"Franchisee Principals" means, collectively or individually: (a) if Franchisee is an individual, then the Franchisee and the Franchisee's spouse; and (b) if Franchisee is a legal entity, then all Persons owning a direct or beneficial interest in the Franchisee, all members of the governing body of the Franchisee and all officers and other persons exercising control over the management and operations of the Franchisee all as more fully identified in Exhibit 1.

"Franchised Location" means the address from which you will operate the Robin Autopilot Business. It is expected that this will be your home, though you may lease space if you so choose so long as it is in your Exclusive Territory and so long as you supply with its address.

"Franchisor Standards" means those standards and specifications adopted from time to time by Franchisor and made applicable to all franchisees in order to: (a) maintain uniform and consistently high standards of quality with respect to the products and services offered for sale by Franchisor and at the Robin Autopilot Business; and (b) present a consistent image to the general public, all of which Franchisor may revise, modify, replace, and otherwise change from time to time at Franchisor's option.

"Franchisor System" or "System" means the distinctive system developed and owned by Franchisor for the establishment, development, and operation of a Robin Autopilot Business, the distinguishing characteristics of which include, without limitation: (i) distinctive color scheme; (ii) the Intellectual Property, (iii) the Confidential Information and other trade secrets; (iv) approved products, suppliers, and supplies; (v) the Franchisor Standards, including service procedures and techniques; (vi) community and social networking presence and protocols; (vii) the Manual, specifications, policies, and procedures for operations, maintenance and sanitation; quality and uniformity of the products and services offered; (viii) techniques and procedures for inventory, management, and financial controls; (ix) record keeping, reporting forms, and Computer System; (x) training and assistance; (xi) advertising and promotional programs; and (xii) Franchisor Standards for developing, operating, and managing one of a Robin Autopilot Business, all of which may be changed, improved or further developed by Franchisor from time to time.

"Gross Revenue" means the total amount of all sales of products and services for cash or on credit, whether or not payment is ultimately made for such sales, which are made in, on, out of, through or from, all and every part of Robin Autopilot Business. Excluded from the Gross Revenue calculation are any sales, excise, use, value added, gross receipt and other similar taxes imposed by any governmental authority that is added to the sales price and that is required to be collected by you from your Customer

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and other items authorized by us in writing to be excluded from Gross Revenue; provided, however, any such authorization may be revoked or withdrawn at any time in writing by us in its sole and absolute option. Gross Revenue will be collected by us through Robin Aviator and will be delivered to you weekly after the deduction for Royalties and other fees due to an affiliate or us. Once the Gross Revenue is delivered to you, you and not we are responsible for the payment of any of the above taxes.

"Initial Equipment Package" means the additional tools, equipment and apparel needed to operate the Robin Autopilot Business as the same may change from time to time.

"Initial Franchise Fee" means the amount to be paid by Franchisee to Franchisor upon execution of this Agreement, which is fully earned by Franchisor upon the execution of this Agreement by both parties and will not be refundable and which is stated in Exhibit 1.

"Initial Marketing Campaign" means the marketing plan that Franchisee will implement during the first three months of operation as more fully described in Section 3.9

"Initial Robot Package" means your initial quantity of ~~lease~~ Robots that will be delivered to you by our Coralview Affiliate before you open for business.

"Initial Term" has the meaning given to it in Section 2.1.

"Initial Training Program" means the training that Franchisor delivers to Franchisee prior to Franchisee opening its first Robin Autopilot Business. The content of Initial Training is more fully described in the Operations Manuals, through a handout or by other means delivered to Franchisee.

"Intellectual Property" means all of the elements and components of the Copyrighted Materials, the Marks, copyrights, trade dress, trade secrets, patents, and proprietary technology, programs, appliances, and materials, some of which also constitute Confidential Information, that have been or may later be developed or created by or on behalf of Franchisor, or which is or may be based on materials relating to the Franchisor System that Franchisee or any other franchisee creates, develops, modifies, improves, or otherwise changes.

"Internet" means any method of electronic communications that employs inter-connected computer networks to communicate information (of any kind) by fiber optics, wire, radio or other methods of transmission, including the myriad of computers, telecommunications facilities and similar means (both equipment and software) that comprise the interconnected worldwide network of networks that employ the Transmission Control Protocol/Internet Protocol (TCP/IP) or any predecessor or successor protocols to that protocol.

"Intranet" means an Internet Site through which Franchisor, its franchisees, sub-franchisees, and their respective employees may communicate with each other, and through which Franchisor may, among other things, disseminate updates to the Manual, Franchisor Standards, the Intellectual Property, and the Confidential Information. The Franchisor's Intranet may include a "true" intranet (a series of inter-connected computers that use the same type of software as an Internet Site, but that are not technically part of an Internet Site and do not use an Internet Site to transmit material to one another), an extranet (which will actually transmit information over an Internet Site, but require a password to access data on the servers used by Franchisor), and/or an e-mail system.

"Local Ad Fee" means the then-current amount of Franchisee's Gross Revenue that must be spent on advertising within Franchisee's Exclusive Territory as more fully described in Section 3.9.

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"Marks means such trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin, including but not limited to ROBIN AUTOPILOT™ (including both the word mark and the stylized Mark identified on the cover page of this Agreement) , NO MORE PAIN IN THE GRASS™, and PUT YOUR LAWN ON AUTOPILOT™, and such other trade names, service marks, and trademarks as Franchisor may develop in the future for the purposes of identifying for the public the source of services and products marketed under such marks and under Franchisor System and representing the Franchisor System's high standards of quality, appearance, and service.

"National Ads" means all of the advertising, media creations, brand recognition materials, internet, social media placements and all other matters and actions for which the National Ad Fee is paid.

"National Ad Account" the interest bearing or non-interest bearing checking account, savings account, or any other account created and maintained by Franchisor into which the National Ad Fees are deposited.

"National Ad Fee means the then-current fee that Franchisee is required to delivery to Franchisor for use by Franchisor for National Ads and for the payment of all costs and fees associated with the creation of and for the use and placement of all National Ads. Currently the National Ad Fee is 2% of Franchisee's Gross Revenue.

"National Ad Fund" means has the meaning given to it in Section 3.9.

"Online Presence" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Pinterest, Instagram, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc.

"Opening Date" means the date by which you must be open for business. The Opening Date will be the earlier of the date that you actually open, but in any case no later than 90 days after the Effective Date of this Agreement.

"Operations Equipment" means all of the equipment in the Initial Robot Package, all of the equipment and products in the Initial Equipment Package, all Additional Equipment and any other required signs, fixtures, and other equipment (including the Computer System) devices, and other items Franchisor requires for the operation by Franchisee of the Robin Autopilot Business.

"Operations Manual" or "Manuals" means the operations manuals and all publications, materials, drawings, memoranda, videotapes, CDs, DVDs, and other written or electronic data prepared by Franchisor detailing the Franchisor Standards with which Franchisee must comply in the establishment, maintenance, operation, and marketing of Franchisee, as such Manual is supplemented or amended from time to time by Franchisor.

"Parent" means Robin Technologies, Inc. Our Parent owns the Marks and the Provisional Patents. .

"Provisional Patents" mean the three pending patents that our Parent owns for the design and use of the Robot Door and which is sold to you by our Coralview Affiliate.

"Parties" means the Franchisor and Franchisee and as applicable, the Franchisor's Parent or affiliates and the Franchisee's affiliates.

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"Permanent Disability" means any physical, emotional, or mental injury, illness, or incapacity that would prevent a Person from performing the obligations set forth in this Agreement for at least 90 consecutive days.

"Person" means any business entity or natural person.

"Principal Operator" is the person authorized by the business-entity Franchisee to receive our training, to operate the Business, and to act as the contact between us.

"Quota" means the minimums Gross Revenue requirements that Franchisee must meet in order to maintain Franchisee's Exclusive Territory, as more fully set forth in Section 2.4.

"Regional Advertising Program" has the meaning given to it in Section 3.9.

"Renewal Fee" means the fee that you pay when you renew pursuant to Section 2.3 which fee is equal to 50% of the then current Initial Franchise Fee.

"Renewal Term" has the meaning given to it in Section 2.3.

"Robin Autopilot Business" means the business that you operate pursuant to the terms of this Agreement.

"Robin Aviator Platform" means the Franchisor's cloud-based business management program that Franchisee must use in the operation of the Robin Autopilot Business as more fully described in Article 5.

"Robots" means the robotic mowing machines that are located on a Customer's property.

"Robot Door" means the electronically controlled and secure door that allows the Robot to pass through a fence to access the lawn. It consists of the equipment described by ~~the~~ three "Provisional Patents~~.~~."

"Robot ~~Lease~~Purchase Deposit" means the then-current deposit you pay ~~an affiliate or us~~our Coralview Affiliate for each Robot that you ~~lease~~purchase.

"Robot ~~Lease~~Purchaes Fee" means the then-current fee per Robot ~~per month~~or Robot Doot that you pay per week to ~~us~~ our Coralview Affilate.

"Robot Purchase Price" means the then-current cost per Robot or Robot door then being charged by our Coralview Affiliate.

"Robot Replacement Fee" means the then-current fee that our Coralview Affiliate is chargin for the replacement of a lost or stolen Robot or for a Robot that cannot be repaired.

"Royalty" means the weekly Royalty that you pay in an amount equal to 6% of the Gross Revenue.

"Technology Maintenance Fee" is the monthly fee you pay to maintain the technology that we delivery to you.

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"Technology Startup Fee" is the initial fee you pay to Franchisor to set up technology support for you.

"Transfer Fee" means the fee you will pay upon the transfer of your Robin Autopilot Business which fee is 50% of the then-current Initial Franchise Fee.

"Vehicle" means the small truck (such as a one-quarter ton pickup truck) or small enclosed van (such as a Ford Transit) that you must own or lease in order to operate the Robin Autopilot Business. The Vehicle must be 10 years old or newer and must be in reasonably good condition with no obvious rust or body damage. You can lease or purchase a new or used Vehicle. The Vehicle must be wrapped with our approved advertising that in turn must be purchased from our approved supplier.

"Warranty Period" means the then-current warranty on each Robot or Robot Door.

"Weekly Royalty Fee Report" means a written statement to be submitted by Franchisee to Franchisor as required by this Agreement.

II. GRANT OF FRANCHISE

Section 2.1 Grant of Franchise. Franchisor grants to Franchisee and Franchisee accepts from Franchisor the right and franchise to establish and operate one Robin Autopilot Business within the Exclusive Territory and from the Franchised Location, which Robin Autopilot Business operates in accordance with the Franchisor System and this Agreement.

Section 2.2 Term of Franchise. The Franchise is for an initial period of 10 consecutive years (Initial Term), beginning on the Effective Date of this Franchise Agreement. Your Robin Autopilot Business must be fully operational and open for business to the public on or before the Opening Date.

Section 2.3 Renewal. Franchisee may, at its option, renew the term of this Agreement and the Franchise granted hereby for one additional 10 year period ("Renewal Term"), provided that:

(a) You must give us written notice of such election to renew no earlier than one year and no later than seven months prior to the end of the Initial Term;

(b) At the time that notice given under Section 2.3(a) and before the first day of the Renewal Term, Franchisee is not in default of any material provision of this Agreement;

(c) You will have breached this Agreement no more than two times during the Initial Term, each of which was timely cured;

(d) At the time of the renewal, you will execute the then-current Agreement, which agreement will supersede this Agreement in all respects; except that: (i) you will not pay the Initial Franchise Fee then being charged; (ii) your Exclusive Territory will not change; and, (iii) you will not be granted any additional renewal terms. The then-current Agreement may have terms that are significantly different than this Agreement including without limitation a different Royalty and payment structure, a different advertising fee obligation, a different Quota and new or different fees, standards and performance obligations;

(e) Franchisee pays the Renewal Fee;

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(f) At the time of Renewal, and at Franchisee's sole cost and expense, Franchisor may require Franchisee to replace all Robots, to replace the Vehicle and to purchase new or additional equipment, goods and services necessary to operate the Robin Autopilot Business under the then-current Agreement. The cost of this may be substantial;

(g) Franchisee and Franchisee Principals will execute Franchisor's then-current form of general release, the current copy of which is attached as Exhibit 3; and,

(h) If required by Franchisor, Franchisee will complete such commercially reasonable training as may be necessary to insure Franchisee's performance under the then-current Agreement.

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Section 2.4 Franchised Location, Opening Date, Exclusive Territory and Quota.

(a) **Franchised Location and Relocation.** It is anticipated and expected that Franchisee will initially operate the Robin Autopilot Business from your home. Franchisee may decide to lease space. Franchisor only requires that it have ~~electrical service sufficient to charge the Robots while in storage and~~ a security system of any make or model. Franchisor will not review any lease. Franchisee must provide us the address of the location of the Robin Autopilot Business. Franchisee may relocate the Franchised Location at any time so long as such relocation is only within the Exclusive Territory and so long as Franchisee provides the new address and contact information to Franchisor.

(b) **Opening Date.** Your Franchised Location will be fully operational and open for business to the public on or before the Opening Date.

(c) You are granted the right to operate the Robin Autopilot Business only within the Exclusive Territory.

(d) You will advertise only within the Exclusive Territory.

(e) Except as otherwise provided for in this Agreement, and for so long as Franchisee is fully compliant with the terms and conditions of this Agreement, we will not establish or operate, or license to any party other than Franchisee the right to establish or operate a Robin Autopilot Business within the Exclusive Territory;

(f) Franchisee may relocate the Franchised Location anywhere within the Exclusive Territory; but must provide Franchisor with the address once the move is completed.

(g) **Reservation of Rights.** Our Parent, our Coralview Affiliate and Franchisor reserve the right, among others, to:

(i) own, franchise, or operate businesses which are similar to Franchisee's Robin Autopilot Business and which use the Marks and the System at any location outside of Franchisee's Exclusive Territory, regardless of the proximity to Franchisee's Exclusive Territory;

(ii) use the Marks and the System to sell any products or services (which may be similar to those that Franchisee will sell) through any alternate channels of distribution within or outside of the Exclusive Territory. Alternate channels of distribution include through mail order, catalog sales, wholesale to unrelated retail outlets or over the Internet. Franchisee may not use alternate channels of distribution without Franchisor's express written permission that may be granted or denied for any reason or for no reason at all;

(iii) use and license others to use within the Exclusive Territory or in alternate channels of distribution, other trademarks, trade names, service marks, logos or copyrighted materials that are not the same as or confusingly similar to the Marks, in the operation of a business that offers goods, services, and related products that may be similar to, or different from, the Robin Autopilot Business operated by Franchisee;

(iv) purchase, or be purchased by or merge or combine with any business, including a business that competes directly with your Robin Autopilot Business, wherever located; except such business will not use trademarks, trade names, service marks, logos or copyrighted materials that are the same as or confusingly similar to the Marks;

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(v) acquire and convert to Franchisor's System any businesses offering services and products similar to those offered by Franchisee, including such businesses operated by competitors or otherwise operated independently, or as part of, or in association with any other system or chain, whether franchised or corporately owned, and whether located inside or outside of the Exclusive Territory; except such business will not use trademarks, trade names, service marks, logos or copyrighted materials that are the same as or confusingly similar to the Marks;

(vi) negotiate Company Contracts as Franchisor deems advisable with the result being that Franchisee may be required to service a Company Customer in Franchisee's Exclusive Territory; and

(vii) retain all other rights not specifically granted to Franchisee .

(h) Company Accounts. In some cases, Franchisor may secure a regional or national Company Account that will have Company Customers within Franchisee's Exclusive Territory. We will negotiate each Company Contract with the Company Account as we deem advisable and Franchisee must comply with the terms of such contract; except that Franchisor will not negotiate a price for such service in Franchisee's Exclusive Territory that is at or below Franchisee's cost to provide Robin Autopilot services in the Exclusive Territory.

(i) Franchisor will bill the Company Account through Robin Aviator and will deliver the Company Split (less the Royalty on the Franchisee's portion of the Company Split, any credit card processing fees and other fees due to Franchisor) in the same manner as any other of your Customer accounts.

(ii) Franchisor reserves the right to negotiate each Customer Contract as often as required, and as a result, the calculation for the split may change. Franchisor will provide no less than 60 days prior written notice if as a result, the split changes.

(i) Quota. In order to maintain your Exclusive Territory you must meet the following minimum quota requirements (Quota):

(i) by the end of Franchisee's first 12 months of operation, Franchisee must have 100 Active Customers;

(ii) at the end of the 24th month of operation Franchisee must have 200 Active Customers; and,

(iii) beginning in the 25th month and for each 12-month period thereafter through the balance of the Initial Term, Franchisee must have the greater of 250 Active Customers or 75% of the average count of Customers for all franchisees that have been open for at least 3 years .

(j) Failure to Meet Quota. Failure to meet the Quota is a material breach of this Agreement. If you fail to meet a Quota for any 12-month period we have the following rights:

(i) Franchisor may require Franchisee to attend additional training after which Franchisee must meet or exceed the Quota for the following 6-month period; and if Franchisee again fails to meet the Quota, Franchisor has the right to reduce Franchisee's Exclusive Territory or to terminate this Agreement without the right to cure; or,

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(ii) Franchisor may reduce Franchisee's Exclusive Territory in any manner it deems appropriate (and the Quota for the reduced Exclusive Territory will be proportionately reduced) and in such an event, the reduced Exclusive Territory and Quota will remain in place the remainder of the Initial Term; (or)

(iii) Franchisor may terminate this Agreement without any further right to cure.

(k) Secured Lenders. Any documents executed by you for the purpose of granting a security interest in any other furniture, fixtures and equipment used in the operation of the Robin Autopilot Business will contain provisions requiring the secured party to send us, at the time sent to you, copies of all notices of your default with respect to any financing secured, and will provide us with an option to cure any such default. Any such security interest must only attach to an interest in the operation of the Robin Autopilot Business and must not entitle or permit the secured party to: (i) take possession of or operate the Robin Autopilot Business; (ii) transfer your interest in the Robin Autopilot Business or any of the Robots or furniture, fixtures or equipment used to operate the Robin Autopilot Business without our prior express written consent; or (iii) take a security interest in the Marks, Confidential Information or Intellectual Property (including, but not limited to, any tradenames).

Section 2.5 Opening Furniture, Fixtures and Equipment. Prior to opening Franchise must own, lease or purchase the following (the details of which ownership, lease or purchase is more specifically disclosed in the Manual, through a handout, or is delivered to Franchisee by other means:

(a) the Initial Robot Package that must be purchased before you open only from our Coralview Affiliate.

(i) Franchisee ~~must pay~~may purchase the ~~then current non-refundable~~ Initial Robot ~~Lease Deposit to~~ Package through our Corvalveiw Affiliate for the then-current Robot Purchase Price per Robot, or if Franchisee qualifies for financing through our Coralview Affiliate, ~~and~~ then Franchisee may be permitted to purchase the Robots over time. If Franchisee is permitted to finance, he or she will ~~then pay to them~~sign the then-current ~~Robot Lease Fee for each Robot.~~Equipment Agreement, the current version of which is found at Exhibit 8.

(ii) Franchisee may ~~lease~~purchase additional Robots and Robot Doors only from the Coralview Affiliate for ~~which Franchisee will pay~~ the then-current Robot ~~Lease Deposit.~~Purchase Price, or if financing is granted, then pursuant to the terms of the then-current Equipment Agreement. Robots are palletized and must be ~~leased~~purchased in lots of six. The Coralview Affiliate reserves the right to increase the Robot ~~Lease Deposit~~Purchase Price at any time and in any amount ~~after first giving Franchisee~~. Once we learn of such change we will give you no less than 60 days prior written notice.

(b) the Initial Equipment Package some of which must be purchased from an approved vendor, an ~~affiliate~~Affiliate or us.

(c) a Vehicle and the wrap that meet our specifications;

(d) the Computer System and smartphone that we require.

(i) The Computer System must at all times be connected to a high-speed internet service, must have the latest version of the web browser Safari, Chrome, or Firefox and must be connected to the Robin Aviator Platform. Franchisor retains the right to change from the Robin Aviator Platform at any time, and also retains the right to separately charge for access.

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(ii) The smartphone must be capable of connecting to the Internet.

(iii) Franchisee must purchase a license for the most recent online version of QuickBooks (currently "QuickBooks Plus,") and must maintain the license throughout the Term of this Agreement; except that Franchisor may change this requirement by changing the accounting software, by replacing the off-the-shelf software with a proprietary software solution, by converting to a live alternative or by taking any other action at any time after first providing no less than 60 days prior written notice. In order to permit Franchisor auditing rights to Franchisee's books and records, Franchisee must allow Franchisor access to Franchisee's QuickBooks account by providing Franchisor with password or similar access. QuickBooks must only be used for tracking Franchisee's Robin Autopilot Business and not for personal or other purposes.

(iv) Franchisor may in the future require Franchisee to use proprietary software, web-based programs and additional computer hardware that is in addition to, or different from what is described above. If Franchisor does implement this, it will supply Franchisee with written information necessary to comply with this and will give you no less than 60 days to comply.

(v) Franchisor will have independent access to the Computer System and the Robin Aviator Platform and there are no other contractual limitations on its right to access such information. If the information on Franchisee's Computer System is password protected, Franchisee will provide the password to Franchisor to allow access to the same at any time.

(e) sufficient furniture, fixtures and equipment necessary to operate your office for which Franchisor has no specifications or requirements.

(f) at Franchisee's option, Franchisee may purchase Robot Doors from Franchisor's Coralview Affiliate at its then-current cost. In some cases, such purchase may be financed.

Section 2.6 Warranties, Maintenance and Replacement of Equipment

(a) Each Robot comes with a ~~four~~limited three -year warranty~~. At the end of the four-year period, and if the Robot is not otherwise damaged beyond normal wear and tear, we will replace the Robot with a new Robot for which you pay no additional Robot Lease Deposit.~~ against manufacturer's defects. (Warranty Period). If the Robot malfunctions due to a manufacturer's defect during ~~that time it~~the Warranty period, Franchisee will be ~~repaired~~supplied with replacement parts or the Robot will be replaced free of charge. If the machine is negligently damaged by a Customer, the Coralview Affiliate will also repair the Robot for its then-current fee that now is $100 per Robot plus the cost of parts. If the machine cannot be repaired, you will pay the then-current Robot ~~Lease Deposit, plus a $100 replacement fee.~~ Replacement Fee and will be provided with the most-current model that replaces the damaged Robot.

Each Robot contains a global positioning system (GPS) tracking device. If the Robot is stolen, in some cases it can be recovered by use of the GPS. You must however contact the police to assist you with this recovery process. If it cannot be recovered, the Coralview Affiliate will replace it and Franchisee will pay the then-current Robot ~~Lease Deposit, plus a $100 replacement fee.~~ Replacement Fee once you have delivered to Coralview a police report and have followed the process outlined in our Operating Manual. If you purchased the lost Robot through Coralview and still have payments remaining, all payments made on the stolen unit to that point will be applied to your new Robot, except for the Robot Replacement Fee that must be paid upfront.

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(b) All equipment in the Initial Equipment Package and the Robot Doors must be maintained in order to keep it fully operational. If a replacement is needed, Franchisee may be required to purchase the same from an approved vendor, an affiliate or Franchisor.

(c) The Vehicle must be 10 years old or newer, must be in reasonably good condition with no obvious rust or body damage, and must be a neutral color such as white or off-white or black. The Vehicle must be maintained to keep it operational. Once the Vehicle exceeds 10 years of age, it must be replaced with a Vehicle and wrap that meet our then-current standards.

(d) Franchisee is required to maintain each component of the Computer System to keep it operational. Franchisor may require Franchisee to update the Computer Hardware no more often then once every five years and the Computer Software no more often than once every two years; except that the Virus Software must be updated as often as necessary (sometimes on a daily basis) to insure continuous coverage.

Section 2.7 Other Pre-Opening Obligations.. Prior to opening for business Franchisee must:

(a) complete all documentation necessary to connect to Robin Aviator, which connection must be maintained at all times and to the extent required, complete the ACH Authorization For Direct Payments found at Exhibit 7.

(b) complete training as more fully detailed elsewhere in this Agreement;

(c) obtain all permits, licenses and other governmental permissions necessary to operate the Robin Autopilot Business;

(d) obtain all insurance required by this Agreement;

III. PAYMENTS, BOOKS, RECORDS AND ACCOUNTS

Section 3.1 Initial Franchise Fee and Other Initial Fees Paid to Us Before You Open. Upon execution of this Agreement, you will pay us in good funds the Initial Franchise Fee and the Technology Startup Fee more specifically stated in Exhibit 1.

Section 3.2 Royalty and Other Ongoing Fees Paid to Us. You will pay us the Royalty as follows:

(a) Royalty and Technology Maintenance Amount. You will pay us on or before each ~~Thursday Friday~~Wednesday during the term of this Agreement, a Royalty equal to 6% of you prior week's Gross Revenue~~.~~ and the Technology Maintenance Fee. A "week" ends at 11:59 p.m. each Sunday (Franchisee's local time). There may be other ongoing and additional fees that due to us.

(b) Calculation and Robin Aviator.

(i) You are responsible for inputting all of Franchisee's Customer estimating and billing information (including the Customer's credit card information which is stored on Payment Card Industry Data Security System - PCI-DSS -compliant system operated by a third party vendor that insures such transactions) into Robin Aviator. Most Customers will be automatically billed for each service that is performed for them. and collections will be done through our Robin Aviator Platform.

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(ii) On a weekly basis Franchisor will provide Franchisee with a statement reflecting the past week's activity and will remit to Franchisee the Gross Revenue for that week less: (A) the Royalty; (B) the ~~Robot Lease Fee; (C) the~~ National Ad Fee; (~~D~~C) sales or similar taxes; (~~E~~D) the credit card processing Fee and, (~~F~~E) any other fee or cost that is to be paid to an affiliate or Franchisor. If you are required to collect sales tax from a Customer, Robin Aviator will remit such taxes to you as part of the weekly remittance to Franchisee. Franchisee is responsible for filing all reports and paying all taxes associated with each transaction. If a fee to be paid to Franchisor is due monthly, Franchisor will deduct that in the last week of each month. Franchisee has a right to electronically audit Franchisee's Gross Revenue account at any time on a monthly basis by contacting us at a telephone number of email address that will be provided to Franchisee during training. If Franchisee has financed the Robots or Robot Doors through our Coralview Affiliate, then Franchisee will be responsible for the weekly payments as outlined in the Equipment Agreement.

(iii) If there is a discrepancy, you and we will cooperate to correct it and if we have underpaid you, we will immediately remit the difference. We reserve the right to change platforms at any time.

(iv) If Franchisee collects money by check or cash directly from the Customer, Franchisee must enter all of the information on the transaction into Robin Aviator. Each such transaction will be subject to all payments to Franchisor, which Franchisor will collect on a weekly basis through an electronic funds transfer (EFT) through an automated clearing house (ACH).

(v) Franchisor reserves the right to change platforms and methods of collection at any time after providing no less than 60 days prior written notice.

(b) Method of Payment. All amounts due to Franchisor under this Agreement and all monies delivered to the Franchisee through Robin Aviator will be paid via an EFT program, under which Franchisor will automatically deduct all payments owed under this Agreement or any other agreement between Franchisor and Franchisee from the bank account designated by Franchisee (the "Account"). Franchisee will execute the Authorization Agreement for Direct Payments attached as Exhibit 7 to this Agreement, and will perform such acts and sign and deliver such additional documents as are necessary to accomplish payment via electronic funds transfer.

(i) Franchisee will comply with all of Franchisor's standards relating to the electronic funds transfer program, and for payments due to Franchisor that are to be collected directly from Franchisee's account, Franchisee will make sufficient funds available in the Account for withdrawal of all amounts due to Franchisor no later than the due date of each such payment. Franchisor may, at its option, change the timing and method of payment of the Weekly Royalty Fee and any other amounts due to Franchisor under this Agreement upon delivery of written notice to Franchisee. Franchisee's failure to maintain sufficient funds in the Account is a material breach of this Agreement.

(ii) All Gross Revenue collected through Robin Aviator will accounted for as stated above.

(c) Weekly Royalty Fee Report. On the Tuesday preceding the date that each Weekly Royalty Fee is due, you will submit a Weekly Royalty Fee Report to Franchisor which is to be in such form as we from time to time direct, and which will contain at a minimum an accurate statement of Gross Revenues for each day of the seven-day period to which the Weekly Royalty Fee relates, with such other information and supporting documentation of the same as we from time to time reasonably request.

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(d) Late Charges, Interest and Application of Fees. If you fail to make any payment of any Weekly Royalty Fee by the date the same is due, or fails to submit any Weekly Royalty Fee Report on the date the same is due in such form and with such supporting documentation as we require, then a late charge in a sum equal to 10% of the late Royalty, plus $25.00 for failure to file each Weekly Royalty Fee Report, plus interest on the late payment of 18% per annum (or less of local law mandates a lower percentage rate for commercial transactions) shall become immediately due and payable to us. All payments from you will be applied by us first to the Royalties other fees that may be past-due, then to late charges and then to the Royalty and other fees that are currently due and owing. You will not be required to pay to any amount of late charge that exceeds the maximum rate of interest permitted by law. If for any reason the late charge is deemed to be interest and such interest is more than the maximum rate allowed by applicable law, any excess will be applied as a payment and reduction of any other amounts due and owing hereunder, and if no amounts are due and owing hereunder then the excess will be repaid.

Section 3.3 Books, Records, Accounts and Reports.

(a) Books, Records and Accounts to be Maintained. You will maintain during the Term of this Agreement, and will preserve for at least five years from the dates of their preparation, full, complete, and accurate books, records and accounts, including, but not limited to, daily cash register tapes, sales slips, coupons, purchase orders, purchase invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals, and ledgers prepared in accordance with generally accepted accounting principles and maintained in the form and manner as may be prescribed by Franchisor from time to time in the Manual or in other written directives.

(b) Reports to be Furnished. You will furnish us the following reports pertaining to Franchisee Location:

(i) A Weekly Royalty Fee Report; and

(ii) A monthly in-house compilation of profit and loss and sales tax report within 10 days of Franchisor's written request; and

(iii) A yearly financial statement (including a balance sheet and income statement as of the end of each fiscal year) prepared in accordance with such requirements as we reasonably designate within 90 days after the close of each fiscal year;

(iv) Your tax returns as filed with the state and federal taxing authorities; and

(v) All other periodic reports in such forms and at such times as we reasonably designate.

Section 3.4 New Lines of Goods and Services and New Technology. We may in the future require all franchisees to add new lines of goods and services and new or different technology to that already used in the Robin Autopilot Business. If we do this, you may incur additional expenses, costs and fee, some of which may be due to an affiliate, a third party for whom we collect the funds, an approved vendor, or us. If we introduce new lines of goods, services or technology, you will first receive written notice and a reasonable time to comply with the changes that will not be less than 60 days.

Section 3.5 Additional Fees In order to remain competitive in the marketplace and in order to deliver the best services to the Customers, Franchisor may from time to time add new fees or costs to the operation of the Robin Autopilot Business. If this is done, Franchisor will provide written notice of the same and no less than 60 days within which to comply. Franchisor may also create a local, regional or

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national call center that will take calls from prospective Customers and will then route them to the proper Exclusive Territory. If it is implemented, an approved vendor, an affiliate or Franchisor will be the only supplier of this service and a fee may be charged.

Section 3.6 Timely and Prompt Payment to Parent, Affiliates and Third Parties. Franchisee will timely and promptly pay all amounts owing to our Parent (if any such payments may be due), to our Affiliate third parties in accordance with the terms of any agreement between the parties. Franchisee will also promptly pay all sales taxes, use taxes, personal property taxes, and similar taxes, which are or may be imposed upon Franchisee and its affiliates. If Franchisor is required to collect or pay any taxes, either because of Gross Revenues or any fees collected by Franchisor from Franchisee (but excluding ordinary income taxes), then Franchisor, in its sole and absolute option, may collect such amounts due from Franchisee in the same manner as Weekly Royalty Fees are collected and pay the taxes to the appropriate governmental authority; provided, however, that Franchisee will remain liable for the payment of all sales, use, or other taxes now or hereinafter imposed by any governmental authorities on any and all fees.

IV. FRANCHISOR'S OBLIGATIONS

Section 4.1 Services Provided Prior to Opening We will deliver the following assistance to your prior to your opening:

(a) Assign the Exclusive Territory.

(b) within a reasonable time after signing the Franchise Agreement, provide Franchisee with information regarding approved suppliers for all equipment, goods and services including the equipment from the Initial Equipment Package that may be purchased from an approved supplier;

(c) cause our Coralview Affiliate to deliver the Initial Robot Package and those parts of the Initial Equipment Package that are purchased through them;

(d) set up your landing page on our website for which you pay the Technology Startup Fee; ,

(e) establish Franchisee's account on Robin Aviator;

(f) provide the Initial Training more specifically stated elsewhere in this Agreement.

(g) approve of Franchisee's Initial Marketing Campaign;

(h) loan you one copy of the Manual; and

(i) supply reasonable support by telephone, fax and email.

(j) We will not be liable to you for the unavailability of or delay in shipment or receipt of the items referenced in this Section 3.1, whether procured from an Affiliate or us, or from some other supplier, for any reason or cause beyond our reasonable control. Should such unavailability or delay occur, then, with our express prior written consent, you may substitute comparable equipment until the equipment approved by Franchisor is available.

Section 4.2 Services Provided by Franchisor After Opening After you open, Franchisor will:

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(a) continue providing assistance (including additional training) in the management and operation of the Robin Autopilot Business, as Franchisor deems advisable, including advisory visits and inspections;

(b) provide you access to all improvements in Franchisor System to the extent we make it available to other Franchisor System franchisees;

(c) provide updates to the Franchisee Manuals, the System and the Marks at a frequency that we determine;

(d) cause our Coralview Affiliate to deliver replacement parts for the Robots and Robot Doors, and so much of the equipment from the Initial Equipment Package as must be purchased through it~~, to lease new Robots to Franchisee~~;

(e) continue to deliver the services paid for by the Technology Maintenance Fee;

(f) review all promotional materials and advertising Franchisee may wish to use. Franchisor must approve it in writing no less than 15 calendar days before its insertion into any medium. If Franchisee does not receive written notice within 15 calendar days, it is deemed to be disapproved; and,

(g) continue Franchisor's efforts to maintain its standards of high and uniform quality through "secret shopper" programs, visits to Franchisee's Robin Autopilot Business and through other efforts; and,

(h) negotiate regional or national Company Contracts for the benefit of some or all of our franchisees. (Franchise Agreement, Section 4.2).

Section 4.3 Approval of Alternate Suppliers. In some cases, Franchisee may wish to purchase a required good or service from a supplier that has not been previously approved. There is no charge for this service. Franchisor does not maintain written criteria for approving suppliers. To obtain approval, Franchisee must submit such information as Franchisor may deem to be reasonable in order to evaluate the prospective supplier. Franchisor will evaluate the submitted information and will provide written notice of our decision to Franchisee within 15 days. If, however, no written response is received, the approval is denied. Franchisor may grant or deny approval for any reason or for no reason at all. Other than as stated here, we have no other process for approving suppliers. Approval of alternative suppliers may be revoked by us if we determine in good faith that the goods or services they are supplying no longer meet the quality standards that are in effect at that time. We will notify you in writing if we revoke the approval of any supplier.

Section 4.4 Training and Consultation.

(a) Prior to the opening of your first Robin Autopilot Business, we will deliver to your Principal Operator and one additional Person (who may be your Designated Manager or you)(, with the Initial Training program.

(i) There is no tuition for the first two trainees. Additional trainees will be charged our then-current daily fee. Franchisee is responsible for travel, room, board and wages incurred in taking the Initial Training.

(ii) The initial training program will be conducted at a company-owned Robin Autopilot Business, at your Robin Autopilot Business, or at another location that we specify. We reserve

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the right to adjust the training schedule as needed to take into consideration a trainee's prior experience. Initial Training is held as needed but no more often than once each month. The training materials include the Franchisee Manuals and handouts. There is no charge for the training materials.

(iii) Each replacement Designated Manager must be trained in all aspects of the Robin Autopilot Business and may be required to attend Initial Training for which you will pay our then-current daily fee and the trainee's travel, room, board and wages. This training will be held at the next available training program.

(iv) Franchisee is exclusively responsible for training any employees. Franchisee's employees are not Franchisor's employees and Franchisee alone is responsible for all aspect of the employer/employee relationship.

(b) Additional Training. You may also wish to get additional training from us. This is optional and is not required for the operation of the Business unless you feel it is necessary. We will charge our then-current daily fee, plus all costs for travel, lodging and food. This training can take place at any time. If Franchisee transfers the Robin Autopilot Business to a third party, the transferee must attend the Initial Training and all other training we are then requiring, and we may charge our then-current daily fee for such training.

(c) Consultation. We will from time to time offer you advice concerning the operation of your Robin Autopilot Business. We will also from time to time, make advisory visits and inspections of you Robin Autopilot Business and may advise you in writing of its findings and recommendations for improving your business operations. We reserve the right to charge you a reasonable fee for any extraordinary consultations, including any additional expenses of travel, room, and board incurred by Franchisor.

(d) Annual Conference. We do not now, but may, in the future, have an annual conference that, if held, will require attendance by all franchisees. Franchisee will be responsible for the payment of all expenses for travel, accommodations, food, and other expenses incurred costs incurred. Though none is now required, we may in the future require an attendance fee that may be between $100 and $500. When it is know, Franchisee will be provided with the duration of such a meeting, as well as its location, the identities of those who will present information at the meeting, and the content of any seminars or information that will be delivered at that time. The annual conference will be held in a location to be determined by Franchisor.

Section 4.5 Maintenance of Franchisor Standards. We will our efforts to maintain Franchisor Standards of high and uniform quality to protect and enhance the reputation of the System, the Marks, franchisees, and the public's demand for products and services marketed through the System and by franchisees.

Section 4.6 Improvements to Franchisor System. Franchisor will from time to time as Franchisor deems appropriate, provide advice and written materials concerning techniques of managing and operating the Robin Autopilot Business including new developments and improvements in equipment, products, and services.

Section 4.7 Manual. We will loan you one Manual. You agree that as a material obligation under this Agreement, you will strictly adhere to the content of the Manual as the same may be changed, modified, and supplemented, and as new Franchisor Standards are added thereto, from time to time. The Manual remains our exclusive property and Confidential Information, and will not be duplicated, shared

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or re-distributed. The printed or electronic Manual we maintain is the official version of the Franchisor Operations Manual, unless Franchisor informs Franchisee otherwise in writing.

Section 4.8 Confidential Information.

(a) Franchisee's Right, Title and Interest. Except as expressly provided herein, Franchisee and Franchisee Principals have no right, title or interest in the Confidential Information. Franchisee and Franchisee Principals will communicate, disclose or use the Confidential Information only as expressly permitted herein or as required by law. Franchisee and Franchisee Principals shall disclose the Confidential Information only to such of Franchisee's employees, agents, or independent contractors who must have access to it in connection with their employment. The covenant in this Section 4.8(a) will survive the expiration, termination, or transfer of this Agreement or any interest in this Agreement and will be perpetually binding upon Franchisee and each of Franchisee Principals. You will not use our Confidential Information in any advertising, promotional, or marketing materials, without our prior written consent.

(b) Confidentiality Agreements. You will cause all employees having access to the Confidential Information to execute the most currently approved confidentiality agreement a copy of the current form of which is attached at Exhibit 4 stating that they will preserve in confidence all Confidential Information. Franchisee, Franchisee Principals and their respective employees will not without our prior written consent, copy, duplicate, record or otherwise reproduce the Confidential Information, in whole or in part and will not make the same available to any unauthorized person.

(c) Improvements. Franchisee and Franchisee Principals will not implement any change, modification, amendment, or improvement to the Franchisor System and Confidential Information without Franchisor's express prior written consent. Franchisee and Franchisee Principals must notify Franchisor in writing of any change, amendment, modification, or improvement to the Franchisor System or Confidential Information that they proposed to make. Franchisee and Franchisee Principals acknowledge and agree that all rights derived from any such change, amendment, modification, or improvement to the Franchisor System and/or Confidential Information are Franchisor's property. Franchisee and Franchisee Principals will not claim any legal or equitable ownership interest, right, privilege, or title thereto, and each assigns to Franchisor all Franchisee and Franchisee's Principals' rights, title, and interest in such property, without charge. Franchisee and Franchisee Principals will sign all instruments and documents and do such acts and things as Franchisor requests to establish, protect and maintain Franchisor's interest in the Franchisor System and Confidential Information and any improvements thereto, and to transfer and assign any such rights derived from such adaptations, improvements, modifications or changes to Franchisor as Franchisor prescribes, without charge.

Section 4.9 Intellectual Property Rights.

(a) Franchisor's Exclusive Ownership. Franchisee acknowledges Franchisor's exclusive ownership of or right to license or sublicense the Marks, the Intellectual Property and the Confidential Information, and will not directly or indirectly infringe, contest or otherwise impair Franchisor's exclusive ownership of, and/or license with respect to the Marks, Intellectual Property and the Confidential Information either during or after termination or expiration of this Agreement. Franchisee will not use Franchisor's Marks, Confidential Information or Intellectual Property in any advertising, promotional, or marketing materials, without Franchisor's prior written consent.

(b) Rights Acquired Through Franchise Agreement. Franchisee has no right, title or interest in the Intellectual Property or the Franchisor System other than as identified in this Agreement. Any rights granted to use the Confidential Information, the Intellectual Property or the Franchisor System

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are conveyed through this Agreement and will only be applicable to the operation of Franchised Location identified in Section 2.1.

(c) Improvements. Franchisee and Franchisee Principals will not implement any change, modification, amendment, or improvement to the Intellectual Property without Franchisor's express prior written consent. Franchisee and Franchisee Principals must notify Franchisor in writing of any change, amendment, modification, or improvement to the Intellectual Property that they proposed to make. Franchisee and Franchisee Principals acknowledge and agree that all rights derived from any such change, amendment, modification, or improvement to the Intellectual Property are Franchisor's property. Franchisee and Franchisee Principals will not claim any legal or equitable ownership interest, right, privilege, or title thereto, and hereby assign to Franchisor all their rights, title, and interest in such property, without charge. Franchisee and Franchisee Principals will sign all instruments and documents and do such acts and things as Franchisor requests to establish, protect and maintain Franchisor's interest in the Intellectual Property and all improvements thereto, and to transfer and assign any such rights derived from such adaptations, improvements, modifications or changes to Franchisor as Franchisor prescribes, without charge.

Section 4.10 Advertising.

(a) Franchisee will contribute the then-current National Ad Fee to the National Ad Fund at the same time as Franchisee pays the Royalty.

(i) All National Ad Fees will be placed in the National Ad Account.

(ii) The National Ad Fund will be used by Franchisor to enhance the goodwill and public image of the Franchisor, all Robin Autopilot Businesses and the Franchisor System through advertising and promotions including and the operation of one or more Internet sites.

(iii) The National Ad Fund will be maintained and administered by Franchisor (or its designee, in accordance with Franchisor's standards), as follows:

(A) Franchisor and/or its designees will direct all advertising and other programs produced using National Ad Fund contributions, and will have sole and absolute option to approve or disapprove the creative concepts, materials, and media used in those programs, the placement of advertisements, and the allocation of the money in the National Ad Fund to production, placement, or other costs. Franchisor makes no guarantee to Franchisee or to any other franchisee that advertising expenditures from the National Ad Fund will benefit Franchisee or any other franchisee directly or on a pro rata basis. Franchisor assumes no other direct or indirect liability or obligation to Franchisee or any other franchisee with respect to collecting amounts due to the Franchisee National Advertising Fund or with respect to maintaining, directing or administering the National Ad Fund. The National Ad Account is not a trust, and Franchisor assumes no fiduciary duty in administering it.

(B) The National Ad Fund and its earnings will be used to satisfy any and all costs of maintaining, administering, directing, preparing purchasing and placing advertising, including, without limitation: the cost of preparing and conducting television, internet, radio, magazine, and newspaper advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; search engine optimization and Robin Autopilot Business locator services; research and development (including, without limitation, the development of new service items, and product and service testing); and employing advertising agencies to assist in those activities. A portion of the National Ad Fund will be paid to our Parent, our Coralview Affiliate or us to defray the costs of administering the

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National Ad Fund and the National Ad fund may be used to solicit new franchisees or Company Accounts.

(C) An unaudited statement of the operations of the National Ad Fund will be prepared annually and will be made available to Franchisee upon written request within 120 days after the end of each calendar year.

(D) Any Robin Autopilot Business owned by Franchisor, its Parent or any Affiliates are required to contribute to the National Ad Fund. .

(E) Franchisor intends for the Franchisee National Ad Fund to be continual and perpetual, but Franchisor has the right to suspend (and subsequently reinstate) or terminate it if necessary. Franchisor will not close the Franchisee National Ad Account however, until all contributions and earnings have been used for the purpose for which they were collected.

(F) Franchisor reserves the right to increase the amount of the Franchisee National Ad Fee to 3% of the Gross Revenue. Franchisor will give Franchisee notice of its intent to do this and will give Franchisee 60 days to comply.

(b) Franchisee is also required to spend during each ~~six~~twelve-month period a minimum of the greater of ~~$7,500~~15,000 or 3% of Franchisee's Gross Revenue for local advertising and promotion in your Exclusive Territory (Local Ad Fee).

(i) Before placing any advertising (including advertising for the Initial Marketing Campaign), Franchisor must first approve the copy which must be delivered to it no later than 15 calendar days before its insertion. Franchisor will then have 15 days within which to approve. If Franchisor does not deliver written notice in that time, the copy is approved.

(ii) All franchisees and company-owned and Affiliate-owned Robin Autopilot Businesses equally participate in any local advertising

(iii) Franchisor reserves the right to increase the yearly expenditure on Local Advertising ~~Fee~~Fees to no more than ~~$10~~20,000 or 4% of Franchisee's Franchise Gross Revenue. Franchisor will provide with no less than 60 days written notice prior to increasing this fee.

(c) Franchisor will also host Franchisee's landing page on its website. Franchisor has no obligation to maintain its website or other Internet presence indefinitely; and may discontinue it at any time without liability to Franchisee. Furthermore, as Franchisor has no control over the stability of its web page, social media presence or presence on the Internet generally, Franchisor is not responsible for damage or loss caused by errors to the web page, social media presence, the Internet or otherwise.

(i) Franchisor has the sole and absolute option, discretion and control over an Internet site's design and contents and in reference to any other Online Presence, and has no obligation to maintain its Internet or other Online Presence indefinitely any or all of which may be discontinued at any time without liability to Franchisee for direct, indirect, special, incidental, exemplary or consequential damages arising out of the use of an Internet site or Online Presence or the inability to use an Internet or to have access to an Online Presence including loss of profits, goodwill or savings, downtime, damage to or replacement of programs and data, whether based in contract or tort, product liability or otherwise.

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(ii) If Franchisee fails to pay when due any fees or other amounts payable to Franchisor under this Agreement, Franchisor may temporarily disable access to Franchisee's landing pages or other Online Presence until Franchisee pays its outstanding obligations in full.

(d) Unless Franchisor has first approved it in writing, you may not establish any other Online Presence on the internet. You must utilize the e-mail address for the Robin Autopilot Business that is owned by and provided by us to you. You may request up to five email addresses for no additional fee. More than five email accounts would require the payment of our then-current fee. If Franchisee fails to pay when due any fees or other amounts payable to Franchisor under this Agreement, Franchisor may temporarily disable Franchisee's Web page(s), until Franchisee pays its outstanding obligations in full.

(e) Franchisee must spend a minimum of $6,000 during the first three months of operations on the Initial Marketing Campaign. Franchisor will reasonably work with Franchisee in designing this campaign. If you choose to design your own content, we must approve the content prior to you opening and in the same manner as we approve other local advertising.

(f) Franchisor may designate any geographic area for purposes of establishing local, regional and/or national advertising cooperatives (Regional Advertising Program) for the benefit franchisees, company-owned and affiliate-owned Robin Autopilot Businesses located within such area. If a Regional Advertising Program is created, Franchisor will allocate all, or a portion of Franchisee's National Ad Fee or Local Ad Fee for this purpose. Any portion of Franchisee's National Ad Fee or Local Ad Fee not so allocated will be used for the purpose for which it is intended. Franchisor will use only the contributions from participants in the area and all such participants will equally contribute. Each Regional Advertising Program must operate under the guidelines Franchisor prescribes though the participants in each area will themselves administer it. Each Regional Program will prepare unaudited annual financial statements and will make available the financial statements available to each participant and to us no later than 120 days after the end of each calendar year. Franchisor has the right to change, dissolve (and then reinstate), or merge any Co-op Regional Advertising Program at its option.

(g) Franchisor may, at its option, establish and maintain one or more Intranets through which Franchisor Operations may communicate and through which Franchisor may disseminate updates to the Franchisor Operations Manual and other Confidential Information. Franchisor may establish, change, or dismantle Intranets at any time. Franchisor may establish policies and procedures pertaining to Franchisee's use of the Intranet(s), including privacy polies. We will always have access to, and retain ownership of, all the data and content of the Intranet(s).

Section 4.11 Robot Doors. Franchisor's Parent owns the three Provisional Patents that make up Robot Door. Franchisor has a license with the Parent to use the Robot Door.

(a) Franchisor's Parent can cancel the license if Franchisor fails to monitor Franchisee's use of the Robot Door in compliance with the Provisional Patents.

(b) As the Provisional Patents have not yet been approved or issued, Franchisor's Parent may be required to alter the Provisional Patents or the Robot Door. In such an event, Franchisor will notify Franchisee of the same and Franchisee will be provided with replacement Robot Door free of charge.

(c) Franchisee agrees not to contest the Parent's interest in the Provisional Patents or the Robot Door or Franchisor's license to monitor Franchisee's use of the Provisional Patents or the Robot Door.

Section 4.12 Protection of Marks, Provisional Patents and Franchisor System.

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(a) Franchisee must notify Franchisor immediately of any apparent infringement of, or challenge to Franchisee's use of any of the Provisional Patents, the Robot Door, the Franchisor System or any of the Confidential Information. Further, Franchisee must immediately notify Franchisor of any claim by any person of any rights in any of the Provisional Patents, the Robot Door, the Franchisor System or the Confidential Information. The Parent and Franchisor are not required to take affirmative action when notified of these uses or claims; but instead can take any action deemed appropriate in connection with any infringement of, or challenge or claim. Specifically, but by way of limitation our Parent and Franchisor retain the right to control exclusively, or to delegate control of, any settlement, litigation, or other proceeding arising out of any alleged infringement, challenge or claim or otherwise.

(b) Franchisee must sign all instruments and documents, render such assistance, and do such acts or things as may be reasonably necessary or advisable, to protect and maintain our Parent's interest in the Provisional Patents and Robot Door, and Franchisor's interests in the Confidential Information.

(c) If the Parent or Franchisor becomes involved in litigation relating to Franchisee's use of the Provisional Patents, the Robot Door or Confidential Information, Franchisor and Franchisee's Principals must assist in the proceeding, which may include becoming a party to any legal action. Unless the litigation resulted from Franchisee's improper use of the Provisional Patents, the Robot Door or of the Confidential Information, Franchisor will reimburse Franchisee for Franchisee's associated costs.

(d) Franchisee each Franchisee Principal and Franchisee's employees must maintain, protect and insure the confidentiality of the Provisional Patents, the Robot Door and the Confidential Information. Franchisee must implement any reasonable procedures may be required to protect the same, including placing restrictions on disclosures to employees and requiring employees who will have access to sign agreements containing non-disclosure and non-competition provisions. However, Franchisee may disclose Confidential Information in accordance with any applicable law including the federal Defend Trade Secrets Act.

V. FRANCHISEE'S OBLIGATIONS

Section 5.1 Franchisor Marks.

(a) Use of Mark. Unless otherwise directed by Franchisor, throughout the term of this Agreement, you will always operate Robin Autopilot Business under the Marks and the Intellectual Property. We have the right to adopt marks other than that set forth in this Agreement; and, upon being so directed by us, you will discontinue the use of the Marks which are replaced, including but not limited to, the use of that name and other marks in connection with its supplies, signs, identifications and other markings, and shall, at your sole expense, commence using in lieu thereof in the operation of Franchisee Location such other marks as we direct.

(b) Protection of Franchisor Marks and Intellectual Property.

(i) You will use the Marks and use the Intellectual Property as prescribed by us on all stationery, advertising matter, signs, motor vehicles or other articles only in the same combination, arrangement and manner as used by Franchisor, or the manner prescribed by Franchisor all such usage subject to our approval. You will immediately notify Franchisor of any claim or action involving Franchisor Marks or Intellectual Property and will cooperate in the prosecution or defense of such actions as provided in this Agreement. If in you Exclusive Territory there is a claim of prior use of the name under which you are authorized to do business, then you will immediately provide us with written notice of such claim and upon our written request, you will, at your sole expense, use a modification of

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Franchisor Marks, to clearly avoid any possible confusion between Franchisee Location and any such claimant.

(ii) Franchisee and each of Franchisee Principals covenant and agree neither to infringe upon, use or imitate the Marks, the Intellectual Property or the Franchisor System or any of its distinguishing characteristics, except under written approval from Franchisor and covenants and agrees to conduct the operation of the Robin Autopilot Business in the Exclusive Territory in strict compliance with the terms and provisions of this Agreement. Franchisee agrees that no express or implied right is conferred hereby or herein upon Franchisee to sublicense others to use the Intellectual Property, the Franchisor Marks or the Franchisor System. Without limiting the generality of the above, Franchisee may not cause or allow all or any recognizable part of the Franchisor Marks to be used or displayed as all or part of an e-mail address, Internet site domain name, uniform resource locator (URL) or metatag, or in connection with Franchisee's presence on the any Internet without Franchisor's express prior written consent, and then only in the manner and in accordance with the procedures, standards and specifications that Franchisor establishes.

(c) Copyrights. The copyright to all advertising and promotional materials that contain any of the Franchisor Marks or that otherwise relate to Robin Autopilot Business will belong solely to Franchisor regardless of the party that created those materials. For purposes of this provision on ownership of advertising and promotional material, an Internet site and all material on an Internet site or Online Presence will be considered advertising and promotional material, and will therefore be owned solely by Franchisor. Franchisee will (and will cause its employees and agents to) execute all documents required by Franchisor to confirm this ownership.

Section 5.2 Management, Personnel, Manuals, Training, and Hours.

(a) Duty to Manage. You will observe all applicable Franchisor Standards relating to the management and operation of Franchisee Location. Franchisee, its Principal Operator or a Designated Manager, shall devote full time and efforts to the personal management of the day-to-day operations of the Robin Autopilot Business , and either Franchisee, it Principal Operator or Designated Manager shall always be available for Franchisee's customers while it is open to the public for business. If Franchisee, its Principal Operator or a Designated Manager ceases to serve in, or no longer qualifies for, such position, then Franchisee will have 30 days to designate another qualified person to serve in such capacity. Any such proposed replacement must successfully complete the Initial Training Program and such other training Franchisor requires no later than 90 days after the previous party ceased to serve in such position.

(b) Personnel. You will, at its sole cost and expense, hire and supervise competent employees in sufficient numbers to operate and maintain Franchisee Location at its maximum capacity and with maximum efficiency. You will pay all such individuals' wages, commissions and other compensation as well as all taxes relating to the employment of such individuals with no liability for such payments or taxes on the part of Franchisor. You will require all such individuals to work in clean uniforms that shall comply with Franchisor Standards for the same, such uniforms to be furnished at the expense of Franchisee or Franchisee's employees, as Franchisee may determine. Any employment related training and/or information that is provided by Franchisor should be used at Franchisee's option and is not a requirement. Franchisor neither dictates nor controls labor or employment matters for Franchisee and its employees. Any applications, schedules, pay stubs, checks, and other work related materials, given to Franchisee's employees or third parties shall not bear Franchisor's name or logo, and instead, should clearly identify Franchisee's business entity, to avoid confusion as to which entity employs Franchisee's employees or is doing business with any specific vendor. Franchisee should seek

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the advice of independent legal counsel to assist Franchisee with employment matters related to its operation of Franchisee Location.

(c) Manuals. The purpose of all manuals, guidelines, and other materials provided by Franchisor under the Franchisor System, in either hard copy or electronic format, is to maintain consistency of the brand and not to control the Franchisees' day-to-day operations.

(d) Initial Training. Prior to the opening of Franchisee's first Robin Autopilot Business Franchisee and one additional person (who may be the Designated Manager) must attend, at Franchisee's sole cost and expense, and complete to our satisfaction the Initial Training Program. Such initial training shall be for such period of time and be given in such form and manner as we deem appropriate. All other personnel will be trained by you. We may, from time to time, offer special or remedial training in addition to the foregoing for Franchisee, Franchisee Principals, and Franchisee's supervisory staff and other personnel and, upon request by Franchisor, Franchisee, Franchisee Principals, its supervisory staff and other personnel shall participate in such training at Franchisee's sole cost and expense. Franchisor reserves the right to charge a reasonable fee for any such special or remedial training. All expenses of travel, room, board, and wages of each trainee shall be paid by Franchisee.

(e) Hours and Operations; Holidays. You will cause Franchisee Location to be open for business to the public during the hours specified in the Manual or otherwise in writing. Franchisor has the right to modify such business hours as it shall deem appropriate. Franchisee agrees that it will comply with any such reasonable modification of such business hours upon receipt of written notice of the same from Franchisor.

Section 5.3 Products, Services, Equipment, Supplies, and Prices.

(a) Approved Products and Services. You will offer for sale to the public only the products and services approved by Franchisor and will not offer any other services or products from or through the Robin Autopilot Business without the express written permission of the Franchisor. The Franchisor System and any services or products offered through the Robin Autopilot Business may be modified, deleted and added to, from time to time, as Franchisor deems appropriate, and Franchisee agrees to comply with such modifications, deletions and additions upon receipt of written notice of the same from Franchisor.

(b) Sources of Supply. You will procure all required products, supplies, and Operations Equipment from approved suppliers or reputable sources as otherwise permitted by this Agreement. In some cases, Franchisee may wish to purchase a required good or service from a supplier that has not been previously approved by Franchisor. There is no charge for this service. Franchisor does not maintain written criteria for approving suppliers and thus, these criteria are not available to a proposed supplier. To obtain approval, Franchisee must submit such information as Franchisor may reasonably require in order to evaluate the prospective supplier. Franchisor will evaluate the submitted information and will provide written notice of its decision within 15 days. If, however, no written response is received, the approval is denied. Franchisor may grant or deny approval for any reason or for no reason at all. Other than as stated here, Franchisor has no other process for approving suppliers. Approval of alternative suppliers may be revoked by Franchisor if it is determined in good faith that the goods or services they are supplying no longer meet the quality standards that are in effect at that time. Franchisor will notify you in writing if we revoke the approval of any supplier.

(c) Prices. From time to time, Franchisor may offer guidance concerning what it believes to be the optimum selling price for approved products and services. Franchisor may establish maximum and minimum retail prices for approved products and services and may implement other price-related required

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promotions, to the extent permitted by applicable law. Franchisee will comply with all mandatory price requirements as permitted by applicable law. Franchisee acknowledges that Franchisor has not, and will not, guaranty or warrant that offering the products, or services at Franchisor recommended or required prices will enhance Franchisee's sales or profits.

(d) Payment of Bills. You will timely and promptly pay all invoices, statements and bills rendered to Franchisee by third parties in accordance with the terms thereof.

Section 5.4 Franchisor Standards. Franchisee agrees to comply with all Franchisor Standards in the operation of Franchisee Location and acknowledges that it may be necessary, from time to time, for Franchisor to establish new Franchisor Standards and to revise existing Franchisor Standards if Franchisor and its franchisees are to remain competitive in the market, expand into new markets, improve the image, reputation, products, services, method of operation, sales and profitability of Franchisor and its franchisees and to keep current with developments in the industry. Franchisee also agrees that Franchisor may test or require any such new or revised Franchisor Standards as it deems necessary in Franchisee Location and/or any other Franchisor Operations. As provided in this Agreement, you will offer the approved products in such manner and style prescribed by Franchisor. The Franchisor Standards, as such may be revised by Franchisor from time to time, shall be set forth in the Manual and other written directives of Franchisor. Variations from Franchisor Standards may be required or granted to any franchisee on a case-by-case basis at Franchisor's sole and absolute option and without having to offer such variation to Franchisee or to any other franchisee of the System and Franchisee has no recourse against Franchisor because any variation from standard specifications and practices.

Section 5.5 Franchisee's Liability, Indemnification and Insurance.

(a) Franchisee's Liability and Indemnification. Franchisee and each Franchisee Principal, and the officers, directors, holders of any equity interest in the Franchisee and any of Franchisee's affiliates, subsidiaries or parent jointly and severally agree to, and will indemnify, defend, and hold Franchisor, Franchisor's Parent, Franchisor's affiliates, and the officers, directors, holders of any equity interest in the Franchisor, the Parent or an affiliate (each being jointly and severally an Indemnified Party) harmless from, and will reimburse each Indemnified Party for all "Claims" (as defined below), arising directly or indirectly out of Franchisee's operation of the Robin Autopilot Business Franchisee's unauthorized use of the Marks, the Information, System, or as a result of your performance under this Franchise Agreement. "Claims" include but are not limited to any claim, cause of action, damage, award, judgment, cost (including reasonable attorneys' fees, court costs, and expert witness fees), expenditure of funds, or loss suffered by us or brought against Franchisor and arising out of: Franchisee's, and each Franchisee Principal, and the officers, directors, holders of any equity interest in the Franchisee and any of Franchisee's affiliates, subsidiaries or parent jointly and severally performance or failure to perform under this Agreement; a claim for breach of contract; premises liability; operation of the Robin Autopilot Business; employment matters; performance or failure to perform under the System; Franchisee's operation of the Vehicle; use of the Manuals, Marks, Intellectual Property, Confidential Information and Copyright Information; as well as any other damages, causes of action, tort claims, or any other claim in law or equity against an Indemnified Party which may arise as a result of your breach of any term, covenant, or condition of this Franchise Agreement and operation of the Robin Autopilot Business.

i. Included in indemnification shall be the reimbursement or direct payment by Franchisee of any award, damage, consequential damages, and costs reasonably incurred in the defense of any claim against an Indemnified Party, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses.

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ii In regard to any action brought under this Section, Franchisor has the absolute right to defend any such Claim, and shall have the right to have counsel of its own choosing, the reasonable cost of which shall be borne by the Franchisee.

iii. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Franchise Agreement and shall continue for any applicable limitation of actions statute.

(b) Training Liability and Indemnification. Franchisee and each of Franchisee's Principals represents, warrants, and agrees to: (i) hold Franchisor harmless from, and waive any and all liability of Franchisor and its officers, agents, and employees for any injury or damage which occurs in the course of training at any of Franchisor's designated training facility(s); (ii) have Franchisor, its officers, agents, and employees arrange for medical treatment for any illness or injury that such Franchisee's Principal or the employees of Franchisee might suffer while participating in the training program; and (iii) require that all of Franchisee's employees going through Franchisor's training shall execute a similar indemnification agreement.

(c) Insurance. You will, at its sole cost and expense, maintain in full force and effect throughout the term of this Agreement, the following insurance:

(i) comprehensive general liability insurance having a combined single limit for any form of injury and property damage of $1,000,000 per occurrence and 2,000,000 in the aggregate;

(ii) excess liability umbrella coverage for general and automobile liability coverage in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

(iii) vehicle insurance covering each Vehicle used in the operation of the Robin Autopilot Business with a combined single limit of liability for bodily injury and property damage of at least $500,000 per occurrence and property damage having a limit of at least $100,000;

(iv) a commercial, hired and non-owned automobile policy in the face amount of at least $1,000,000 combined single limit of liability for bodily injury and property damage; and

(v) employer's liability and worker's compensation Insurance as required by state law in the state in which the Robin Autopilot Business is found.

(vi) though none is now required by Franchisor, Franchisor may at any time in the future require other insurance policies, such as business interruption insurance (on actual loss sustained basis or loss of income basis for up to 12 months); and

(vii) other insurance required by law.

(viii) Such insurance shall: (A) be placed with a company acceptable to Franchisor, shall name Franchisor and Franchisor's subsidiaries, affiliates, successors, and assigns and their respective officers, directors, shareholders, partners, employees, servants, representatives, and agents as additional insured parties; and (B) shall expressly provide that any interest of same therein shall not be affected by any breach by Franchisee of any policy provisions, shall require the insurer to defend all such persons in connection with any liability covered by such insurance, shall not be limited in any way by virtue of the existence of any insurance maintained by Franchisor and/or such other persons, shall not relieve Franchisee of liability under the indemnity provisions set forth in this Agreement, and shall not be cancelable or materially modified without 30 days prior written notice to Franchisor.

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(ix) All liability, property damage, and motor vehicle liability policies shall contain a provision that Franchisee's insurance coverage is primary to any coverage maintained by us, and we will be entitled to recover under your policies for any loss sustained by us, its subsidiaries, affiliates, successors, and assigns, and their respective officers, directors, shareholders, partners, employees, servants, representatives, and agents, for whatever reason.

(d) Proof of Insurance and Modification of Coverage. At least 10 days prior to the commencement of business by Franchisee and annually thereafter, you will deliver to Franchisor certificates of insurance (or copies of the actual policies) evidencing that the insurance required herein is in full force and effect. The limits of liability expressed above shall be increased or modified, or additional types of coverage shall be obtained by Franchisee, at its sole cost and expense, in the sole and absolute option of Franchisor.

(e) Failure to Obtain Insurance. Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised by us from time to time, we have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges, together with a reasonable fee for our expenses incurred in so acting, shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies in law or in equity that Franchisor may have.

Section 5.6 Ownership of Franchisor System, Franchisor Marks and Confidentiality.

(a) Franchisee and each of Franchisee Principals acknowledge and agree that Franchisor and its Parent, as applicable, is the sole owner of the Marks, the Franchisor System, the Provisional Patents, the Robot Door, the Intellectual Property and the Confidential Information associated therewith. Franchisee further acknowledges and agrees that by this Agreement, Franchisee acquires no proprietary interest in the Marks, the Franchisor System, the Provisional Patents, the Robot Door, the Intellectual Property and the Confidential Information or in any goodwill associated therewith, or in the design or trade dress of any of Franchisor Operations, and that Franchisee's right to use the Marks, Intellectual Property and Confidential Information is derived solely from this Agreement and limited to that necessary for Franchisee to fulfill its obligations hereunder. Any unauthorized use of the Marks, the Intellectual Property or Confidential Information constitutes a material violation of this Agreement for which no cure is provided.

(b) Franchisee and each of Franchisee Principals agrees that it shall not, directly or indirectly, at any time during the term of this Agreement or thereafter: (i) represent that it has any ownership interest in or rights to the Franchisor System, Franchisor Marks, Provisional Patents, Robot Doors, Intellectual Property, Confidential Information, or any confidential or proprietary materials and information now or hereinafter revealed to Franchisee, (ii) register or attempt to register a trademark, trade name, service mark, logo or similar intellectual property that is the same as, or is confusingly similar to any of the Marks or any mark or name similar thereto, or (iii) take any action to contest or aid in contesting the validity or ownership of the Franchisor System or the Franchisor Marks.

(c) Upon the expiration or termination of this Agreement, you will immediately return to Franchisor all copies of the Manual, all information in its possession or control regarding the Franchisor Standards, and will immediately and permanently cease to use all other supplies and items bearing the Marks.

(d) All goodwill that may arise from Franchisee's use of the Franchisor System, Franchisor Marks, Provisional Patents, Robot Doors or the Intellectual Property is and shall always remain the sole

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and exclusive property of Franchisor (or the Parent as applicable) and shall inure to the sole benefit of Franchisor and the Parent. All improvements to the Franchisor System made by Franchisee, Franchisor, or any other Franchisor franchisees shall also be the sole and exclusive property of Franchisor. You will cooperate with Franchisor and do all things necessary for Franchisor to establish its ownership to any improvements brought about by Franchisee.

(e) Franchisee and each of Franchisee Principals acknowledges and agrees that its entire knowledge of the Franchisor System, the development and operation of Franchisee Location, and information constituting the Franchisor Standards, will be derived from information disclosed to Franchisee by Franchisor, including trade secrets, proprietary information, and Confidential Information. Franchisee and each of Franchisee Principals acknowledges and agrees that the unauthorized use or disclosure of such trade secrets or Confidential Information would constitute an act of unfair competition and cause irreparable harm to Franchisor, its competitive position, and goodwill, and Franchisee and each of Franchisee Principals acknowledges responsibility for damages caused to Franchisor by such unauthorized use or disclosure.

(f) Franchisee and each of Franchisee Principals shall therefore hold in strict confidence and shall not disclose the Intellectual Property, the Confidential Information or any other trade secrets or confidential or proprietary information, including the Franchisor System, except as authorized and to the extent necessary under this Agreement. You will regularly take active measures to educate and ensure the compliance of Franchisee Principals, employees, and agents in this regard. Neither Franchisee nor any of Franchisee Principals shall, without Franchisor's prior written consent, copy or permit any person to copy any such Confidential Information, including that contained in the Manual, or Franchisor Standards, or permit use or inspection of such information by any person other than Franchisee's directors, officers, employees, agents, or Franchisor's authorized representatives.

(g) Franchisee's and Franchisee Principals' covenants under this Section are agreed to be unconditional and in no way dependent upon the performance by Franchisor of any of its obligations under this Agreement. Franchisee's and Franchisee Principals' non-disclosure obligations under this Agreement generally and this Section specifically will survive the expiration or termination of this Agreement for any reason.

(h) You will require its Designated Managers and, at Franchisor's request, any other personnel of Franchisee Location designated by Franchisor or otherwise having access to any Confidential Information of Franchisor and any holder of a beneficial interest of more than 1% in the securities of Franchisee or of any business entity directly or indirectly controlling Franchisee, to execute covenants that they will maintain the confidentiality of the information they receive in connection with their relationship with Franchisee. Such covenants shall be substantially in the form contained in Exhibit 4. Failure by Franchisee to obtain execution of the covenants required by this Section shall constitute a material breach of this Agreement.

(i) Notwithstanding anything in this Agreement to the contrary, Franchisee and its owners, directors, officers, managers, agents and representatives, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose information which is part of Franchisor System: (a) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

Section 5.7 Non-Competition.

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(a) General Provisions and Covenants Not to Compete. Franchisor and Franchisee and each Franchisee Principal share a common interest in avoiding situations where Persons who are, or have been franchisees within the Franchisor System, operate or otherwise become involved with a Competing Business either during or after expiration or earlier termination for any reason of this Franchise Agreement. Further, Franchisee and each Franchisee Principal acknowledges the uniqueness of the Franchisor System, the Intellectual Property and Franchisor Marks and that Franchisee and Franchisee will receive valuable specialized training, trade secrets, and Confidential Information because of participation under the Franchise and in the Robin Autopilot Business. Franchisee and Franchisee Principals also acknowledge that such training, trade secrets, and Confidential Information provide a competitive advantage and will be valuable to them in the development of the Robin Autopilot Business. In consideration for such training, trade secrets and Confidential Information, Franchisee and each of Franchisee Principals agree that:

(i) during any Term of this Agreement (or for each of Franchisee Principals, during any Term of this Agreement for so long as such individual or entity satisfies the definition of Franchisee Principals as set forth in Article I of this Agreement), neither Franchisee nor any of Franchisee Principals shall:

(A) directly or indirectly, engage in any Competitive Business within the Exclusive Territory of the Franchisee, within the exclusive territory of another franchisee or company-owned, Parent-owned or Affiliate-owned Robin Autopilot Business or within 10 miles of the perimeter of the Exclusive Territory of the Franchisee, within the exclusive territory of another franchisee or company-owned, Parent-owned or Affiliate-owned Robin Autopilot Business; or

(B) enter the employ of or render any service to any person, partnership, association, or corporation engaged in any such Competitive Business; and

(ii) for a period of two years after the expiration (and non-renewal) or termination of this Agreement, regardless of the reason for termination (or with respect to each of Franchisee Principals, for a continuous uninterrupted period commencing upon the earlier of: (1) the expiration (and non-renewal) or termination of this Agreement or (2) the time such individual or entity ceases to satisfy the definition of "Franchisee Principals", neither Franchisee nor any of Franchisee's Principals shall:

(A) directly or indirectly, engage in a Competitive Business within the Exclusive Territory of the Franchisee, within the exclusive territory of another franchisee or company-owned, Parent-owned or Affiliate-owned Robin Autopilot Business or within 10 miles of the perimeter of the Exclusive Territory of the Franchisee, within the exclusive territory of another franchisee or company-owned, Parent-owned or Affiliate-owned Robin Autopilot Business; or

(B) enter the employ of or render any service to any person, partnership, association, or corporation engaged in a Competitive Business.

(b) You will Not Interfere with Employment or Franchise Relationships. The Franchisee and any of Franchisee Principals will not directly or indirectly, entice, or induce, or attempt to entice or induce, any of our employees or any employees of another franchisee to terminate such employment. Further, the Franchisee any of Franchisee Principals will not employ a former Designated Manager in a Competitive Business for a period of one year immediately following their termination of any employment or franchise relationship.

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(c) The covenants found in this Section are intended to be a reasonable restriction on Franchisee and those others identified above. We both agree that the purpose of these restrictions is to protect the entire franchise system from unfair competition and to protect the goodwill, and time and effort spent by us in creating the Marks, the Confidential Information, and the Franchisor System. In fact, we would not have shared such information with you unless you agreed to be bound by the terms of this Section.

(d) Franchisee and each Franchisee Principal further agree that each has skills of a general and specific nature and has other opportunities, or will have other opportunities, to use such skills, and that the enforcement of these covenants will not unduly deprive the Franchisee or any Franchisee Principal of the opportunity to earn a living.

(e) For purposes of interpretation of the covenants found in this Section, every location of a Robin Autopilot Business, every month of time, each mile of distance, or any other restriction shall be considered severable. In the event an arbitrator interprets a spatial, temporal, or other limitation to be overly broad, then the arbitrator shall adjust the offending limitation, in the most limited manner possible, so as to fashion a reasonably enforceable covenant which upholds the restrictive nature of this Section to the fullest extent of the law.

(f) Franchisee and the Franchisee Principals expressly agree that the existence of any claim it may have against us, whether or not arising from this Agreement, will not constitute a defense to the enforcement by us of the covenants of this Article. You further agree that we will be entitled to set off any amounts owed to you against any of our losses or damages resulting from your breach of this Section.

(g) Each of the foregoing provisions shall be enforceable by specific performance and injunctive relief

(h) You will require and obtain execution of covenants similar to those set forth in this Section 5.9(d) (including covenants applicable upon the termination of a person's employment with Franchisee) from its Designated Managers, Principal Operators and, upon request of Franchisor, any of the other personnel of Franchisee who has received or will receive training from Franchisor. Such covenants shall be substantially in the form set forth in Exhibit 4. Failure by Franchisee to obtain execution of the covenants required by this Section 5.9(d) shall constitute a material breach of this Agreement.

(i) If Franchisee is a business entity of any nature and is otherwise not signing this Franchise Agreement individually, this Article will apply to all officers, directors, shareholders, general partners, Members, Managing Members, or parties to any manner of limited liability company, or principals of the Franchisee in any form or fashion, as well as any person or entity which is controlled by, controls, or is under common control with the Franchisee.

(j) If, at any time during a period of non-competition following expiration or termination of this Agreement, or if upon a transfer, Franchisee fails to comply with its obligations under this Section, then the period of non-competition period will be tolled until Franchisee is in compliance with the obligations found in this Section.

Section 5.8 Compliance with Franchisor Standards and Laws. You will always maintain and operate the Robin Autopilot Business in accordance with Franchisor Standards, and all applicable laws, ordinances, statutes, codes, rules, regulations or any other requirements of any federal, state, county, municipal or other governmental authority. In addition, you will not permit any of the property or interests of Franchisee or any of Franchisee Principals to be "blocked" under any Anti-Terrorism Laws.

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"Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future federal, state and local laws, ordinances, regulations, policies, lists, orders and any other requirements of any U.S. federal, state and local authorities, or other jurisdiction in which Franchisee Principals and/or Franchisee is operating, which addresses or in any way relates to terrorist acts and acts of war. Neither Franchisee, Franchisee Principals, nor any of their respective funding sources or related parties is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any terrorist list published by any U.S. government authority, including the U.S. Treasury Department's Office of Foreign Assets Control ("OAF"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers. Each of Franchisee Principals and Franchisee are and shall remain in compliance with all Anti-Terrorism Laws.

Section 5.9 Inspections.

(a) **Inspection**. We have the right to inspect Robin Autopilot Business and its lawn service operations at any time during Franchisee's regular business hours for the purpose of: (i) inspecting the Operations Equipment; (ii) inspecting the nature and quality of products sold and services rendered by Franchisee; (iii) examining and auditing Franchisee's books and records; (iv) observing the manner and method of Franchisee's operation within the Exclusive Territory; and (v) otherwise inspecting the same for the purpose of assuring itself that the provisions of this Agreement are being observed by Franchisee. You will correct any deficiencies with respect to the foregoing within 10 days of receipt by Franchisee of a written notice of the same or if any such deficiency cannot be reasonably remedied in such time, within a reasonable time after receipt of such notice as is necessary to cure such deficiency.

(b) Books and Records. We, in our sole cost and expense, always have the unqualified right, during your normal business hours, to examine and audit all of your books, records, accounts and correspondence and to make copies thereof. If such examination and audit discloses a deficiency in the payment of Royalty or any other fees due to us, you will, within five days of receipt from us of a notice of such deficiency, pay the deficiency together with interest from the date payment should have been paid at the rate of 18% per annum; provided, however, that if such rate of interest shall be in excess of the maximum rate allowed by law, such rate of interest shall be reduced to the maximum rate allowed by law. If you pay interest on such deficiency then you will not be required to pay the late charge on such amount. If Gross Revenue as shown by such examination and audit exceeds the sum reported by you by more than 2%, you will in addition to the above remedies, also immediately reimburse Franchisor for the reasonable cost of Franchisor's examination or audit. You will cooperate with us and with the person or persons making such examination or audit on our behalf.

Section 5.10 Promotion of Robin Autopilot Business. You will use every reasonable means to encourage and promote the Robin Autopilot Business within the Exclusive Territory.

Section 5.11 Intranet. Franchisor may establish and maintain one or more Intranet systems through which franchisees and Franchisor may communicate, and through which Franchisor may disseminate updates to the Manual and other confidential information. There may be a cost associated with setting up and operating the Intranet. Franchisor may establish policies and procedures pertaining to your use of Franchisor Intranet(s). Franchisor will at all times have access to, and retain ownership of, all of the data and content of Franchisor Intranet(s). If Franchisee fails to pay when due any amount payable to us under the Franchise Agreement, or if you fail to comply with any policy or procedure governing Franchisor Intranet, we may temporarily suspend your access to all or any aspect of Franchisor Intranet

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until you fully cure the breach. We may establish, change, or dismantle any Franchisor Intranet at any time.

VI. TRANSFERABILITY

Section 6.1 Transfer by Franchisor. We have the right to transfer or assign this Agreement and all or any part of its rights or obligations hereunder to any person or legal entity without Franchisee's consent. Specifically, and without limitation to the foregoing, you expressly affirm and agree that we may sell its assets, its license rights in the Marks and patent, or any component of Franchisor System to a third party; may merge, acquire other business entities or be acquired by another business entity; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive against us any claims, demands or damages arising from or related to the loss of Franchisor System. Nothing contained in this Agreement requires us to remain in the business of operating Franchisor Operations or other operations or to offer any services or products, whether or not bearing the Franchisor Marks, to Franchisee, if Franchisor exercises its rights hereunder to assign its rights in this Agreement.

Section 6.2 Transfer by Franchisee.

(a) Franchisee and Franchisee Principals understand and acknowledge that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this Franchise in reliance on the business skill, financial capacity, and personal character of Franchisee and Franchisee Principals. Accordingly, except as described in this Article, neither Franchisee nor any successor or assign to any part of Franchisee's interest in this Agreement, the Robin Autopilot Business or in the franchise granted hereby, nor any business entity that directly or indirectly has or owns any interest in this Agreement, in the Franchise or Robin Autopilot Business, or in Franchisee, will sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement, in the Robin Autopilot Business, the assets of the Robin Autopilot Business or in Franchisee without the prior written consent of Franchisor. Any purported assignment or transfer without our express prior written consent including, but not limited to any assignment or transfer by operation of law or otherwise, is null and void, and constitutes a material event of default under this Agreement for which no cure is provided.

(b) We will not unreasonably withhold its consent to a transfer of any interest in Franchisee, in Franchisee Location, the Robin Autopilot Business, the assets or in this Agreement; however, we may, in our sole and absolute option, require any or all the following as conditions of its approval to any transfer:

(i) At the time that application for a transfer is made to Franchisor, all of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and its subsidiaries and affiliates arising under this Agreement or any other agreement between Franchisee and Franchisor or its subsidiaries or affiliates will have been satisfied, and you will have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(ii) The transferee shall demonstrate to Franchisor's satisfaction that transferee meets the criteria which Franchisor considers when reviewing a prospective franchisee's application for a franchise including, but not limited to: (A) Franchisor's educational, managerial, and business standards; (B) transferee's good moral character, business reputation, and credit rating; (C) transferee's aptitude and ability to conduct the business franchised herein (as may be evidenced by prior related business

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experience or otherwise); (D) transferee's financial resources and capital; and (E) the geographic proximity of other Franchisor Operations operated by the transferee;

(iii) You will not be in default under, (or as a condition to such transfer shall cure any default of) this Agreement or any other agreement between Franchisee and Franchisor or its subsidiaries or affiliates; and in connection therewith, the transferor shall remain liable for all of the obligations to Franchisor in connection with Robin Autopilot Business prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(iv) The transferor shall have executed the then-current general release (the current form of which is attached as Exhibit 3), of any and all claims against Franchisor and its subsidiaries and affiliates and their respective officers, directors, shareholders, partners, employees, servants, representatives, and agents, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and any other agreement between Franchisee and Franchisor or its subsidiaries or affiliates related to the Franchise for Franchisee Location and federal, state, and local laws, rules, and ordinances;

(v) In Franchisor's sole option, it may require the transferee to:

(A) enter into a written agreement, in a form prescribed by Franchisor, assuming full, unconditional, joint and several liability for and agreeing to perform from the date of the transfer, all obligations, covenants, and agreements of Franchisee contained in this Agreement; and if transferee is a corporation or partnership, transferee's shareholders, partners, or other investors, as applicable, shall also execute such agreement as Franchisee Principals of the transferee: or,

(B) require transferee to execute (and shall cause all of Franchisee Principals of the transferee to execute) for a term ending on the expiration date of this Agreement or for a 10 year term in our sole discretion, the then-current form of franchise agreement being offered to new franchisees, as well as such ancillary agreements as Franchisor may require, which agreements shall supersede this Agreement and its ancillary documents in all respects and may include, without limitation, a higher Royalty Fee and advertising contribution(s); provided, however, that the transferee shall not be required to pay any Initial Franchise Fee;

(vi) The transferee, at its expense, shall renovate, modernize, and otherwise upgrade the Robin Autopilot Business as necessary to conform to the then-current standards and specifications, and shall complete such within the time specified by Franchisor;

(vii) At the transferee's expense, the transferee, its Principal Operator and Designated Manager shall complete the then-current Initial Training Program and any other training programs then required, upon such terms and conditions as Franchisor may reasonably require;

(viii) The transferee shall pay a transfer fee equal to fifty percent (50%) of the Initial Franchise Fee then being charged by Franchisor to new franchisees;

(ix) The transferee shall reimburse Franchisor for its reasonable costs and expenses associated with reviewing the application for transfer, including, without limitation, attorneys' and accounting fees not however to exceed $1,500.

(c) Franchisee hereby acknowledges and agrees that each condition, which must be met by the transferee, is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

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Section 6.3 Transfer for Convenience of Ownership. If the Franchisee is one or more individuals, and if such Franchisee desires to transfer the Franchise to a business entity formed solely for the convenience of ownership by Franchisee, then the requirements set forth above shall not be conditions to receipt of Franchisor's consent to such transfer; provided that, Franchisee (or Franchisees if there is more than one Person) shall be the owner(s) of all equity interest and voting rights in the business entity; and provided further that each such Person will sign the then-current personal guaranty a current copy of which is attached as Exhibit 5.

Section 6.4 Transfer Upon Death or Permanent Disability.

(a) Upon the death of any Franchisee or any of Franchisee Principals (the "Deceased"), the executor, administrator, or other personal representative of the Deceased shall transfer such interest to a third party approved by Franchisor within 12 months after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by Franchisor. If the distributee is not approved by Franchisor, then the distributee shall transfer such interest to a third party approved by Franchisor within 12 months after the death of the Deceased.

(b) Upon the Permanent Disability (as defined below) of any person with an interest in this Agreement, Franchisee Location, or in Franchisee, Franchisor may, in its sole and absolute option, require such interest to be transferred to a third party approved by Franchisor within six months after notice to Franchisee.

(c) If during the period of disability, or if during the transition to another owner after the death of the Franchisee the Robin Autopilot Business is unable to function in the normal course, then Franchisor may at Franchisor's sole option elect to operate Franchisee Location until the interest of such person is transferred or until the applicable interim period expires, whichever comes first. As compensation for managing Franchisee Location, Franchisor will charge its then-current Business Management Fee for each week of operation. We will utilize its commercially reasonable efforts in managing the Robin Autopilot Business, but shall not be liable for any losses incurred during the time of such management or thereafter. In the event Franchisor elects to operate Franchisee Location you will indemnify us for losses and expenses incurred by Franchisor because of such operation to the same extent as provided in Section 5.7(a).

(d) Upon the death or claim of Permanent Disability of any Franchisee or any of Franchisee Principals, Franchisee or a representative of Franchisee must promptly notify Franchisor of such death or claim of Permanent Disability. Any transfer upon death or Permanent Disability shall be subject to the same terms and conditions as described in this Article for any intervivos transfer.

(e) If an interest is not transferred upon death or Permanent Disability as required herein Franchisor may terminate this Agreement without the right to cure.

Section 6.5 Non-Waiver of Claims. Franchisor's consent to a transfer of any interest in Franchisee, Franchisee Location, or this Agreement shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

Section 6.7 Right of First Refusal. In the event of a Transfer, Franchisee agrees the same is subject to Franchisor's 30-day right of first refusal to purchase such rights, interest or assets on the same

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terms and conditions as are contained in the written offer for the Transfer (Right of First Refusal) provided, however, the following additional terms and conditions shall apply:

(a) Franchisee will notify Franchisor of such offer by sending a written notice to us (which notice may be the same notice as required by Section 9.3 above), enclosing a copy of the written offer from the Proposed Transferee;

(b) the 30-day Right of First Refusal period will run concurrently with the period in which the Franchisor has to accept or not accept the Proposed Transferee;

(c) such Right of First Refusal is effective for each proposed transfer and any material change in the terms or conditions of the proposed transfer shall be deemed a separate offer on which a new thirty (30) day right of first refusal shall be given to us;

(d) if the consideration or manner of payment offered by a Proposed Transferee is such that Franchisor may not reasonably be required to furnish the same, then Franchisor may purchase the interest which is proposed to be sold for the reasonable cash equivalent. If the Parties cannot agree within a reasonable time on the cash value of the consideration proposed to be paid by the Proposed Transferee, an independent appraiser shall be designated by Franchisor, whose determination will be binding upon the parties. All expenses of the appraiser shall be paid for equally between the Franchisor and the Franchisee; and

(e) if Franchisor chooses not to exercise the Right of First Refusal, Franchisee will be free to complete the transfer, subject otherwise to your compliance with this Agreement. Franchisor's failure to reply to Franchisee's notice of a proposed sale within the 30-day period is deemed a waiver of such Right of First Refusal.

VII. DEFAULT, TERMINATION AND RIGHT TO DAMAGES

Section 7.1 Automatic Termination. At the option of Franchisor, and after written notice, Franchisor may immediately terminate this Agreement and all of Franchisee's right and interest in and to the Robin Autopilot Business or any franchisee right without the right to cure on the occurrence of any of the following events, each of which shall constitute an event of default by Franchisee; and such termination shall be in addition to any other remedies at law or equity provided or permitted to Franchisor because of Franchisee's default:

(a) Franchisee ceases to operate the Robin Autopilot Business or otherwise abandon the Robin Autopilot Business for a period of 14 consecutive days, or any shorter period that indicates Franchisee's intent to discontinue operation, unless and only to the extent that full operation of the Robin Autopilot Business is suspended or terminated due to Force Majeure or other similar causes beyond the Franchisee's control and not related to the availability of funds to Franchisee;

(b) if Franchisee: becomes insolvent, as that term is commonly defined using generally accepted accounting principles, consistently applied; is adjudicated a bankrupt; if any action is taken by Franchisee, or by others against Franchisee under any insolvency, bankruptcy or reorganization act; or if Franchisee makes an assignment for the benefit of creditors or a receiver is appointed by the Franchisee. This provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq. If, for any reason, this Agreement is not terminated pursuant to this Section, and the Franchise Agreement is assumed, or assignment of the same is made to any person or entity who has made a bona fide offer to accept an assignment of the Franchise Agreement pursuant to the U.S. Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: (i) the name and address of the proposed assignee;

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and (ii) all of the terms and conditions of the proposed assignment and assumption; shall be given to Franchisor within 20 days after receipt of such proposed assignee's offer to accept assignment of the Agreement; and, in any event, within ten days before the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. Franchisor will thereupon have the prior right and option, to be exercised by notice given at any time before the effective date of such proposed assignment and assumption, to accept an assignment of this Franchise Agreement to us upon the same terms and conditions, and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by you out of the consideration to be paid by such assignee for the assignment of this Franchise Agreement;

(c) if any material judgment or award (or several judgments or awards which in the aggregate are material) is (are) obtained against Franchisee and remain(s) unsatisfied or of record for 30 days or longer (unless a supersedes or other appeal bond has been filed); if execution is levied against the Robin Autopilot Business or any of the property used in the operation of the Robin Autopilot Business and is not discharged within 5 days; or if the personal property of the Robin Autopilot Business or the Business that operates the Robin Autopilot Business shall be levied upon in accordance with the law of the state in which the Business is located;

(d) The failure of Franchisee, or certain key management personnel, to complete the training required by this Agreement

(e) Franchisee is convicted of, or shall have entered a plea of nolo contendere to, a felony, a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to adversely affect Franchisee Location, Franchisor Operations, the Franchisor Marks, the goodwill associated therewith, Franchisor's interest therein, or the Franchisor System.

(f) Franchisee or any partners or shareholders in Franchisee purports to transfer any right or obligation under this Agreement or any interest in Franchisee to any third party without Franchisor's prior written consent, contrary to the terms of Article VI of this Agreement.

(g) If Franchisee or any of Franchisee Principals discloses or divulges to unauthorized persons the contents of the Franchisor Operations Manual or other Confidential Information provided to Franchisee by Franchisor or if Franchisee or any of Franchisee Principals fails to comply with any of the covenants against competition, or if Franchisee fails to obtain the execution a separate document otherwise required under this Agreement within 30 days following Franchisor's request that Franchisee obtain the execution of such covenants.

(h) If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor.

(i) If Franchisee, after curing a default under Article IV hereof, commits the same default again, whether or not cured after notice.

(j) If Franchisee breaches any combination of terms, covenants or conditions of this Agreement twice during the Initial Term or twice during the Renewal Term and is again in breach of any combination of terms, covenants or conditions;

(k) If Franchisee engages or utilizes any individual for the operation of motor vehicles for products and services who is under the age of 18 and who does not possess a valid driver's license under the laws of the state in which Franchisee provides services.

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(l) If Franchisee engages or utilizes services not authorized by this Agreement or otherwise consented to by Franchisor.

(m) Willful and material falsification by Franchisee as to the source, nature, or quality of goods sold or services rendered.

(n) Franchisee misuses or makes any unauthorized use of the Marks, Intellectual Property or Confidential Information, or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein.

(o) Franchisee engages in any unauthorized business from the Robin Autopilot Business.

(p) Franchisee markets any service or product under a name or mark that, in Franchisor's opinion, is confusingly similar to the Franchisor Marks.

(q) Franchisee or a Franchisee Principal violates any other term, covenant or condition of this Agreement that contains its own default rules or obligations.

(r) Franchisee violates any municipal, state, or federal law that applies in any way to the operation of the Robin Autopilot Business or Franchisee's operation under this Agreement, and then fail to cure the same within any time to cure provided by the governmental entity.

(s) Franchisee fails to comply with the requirements of any applicable laws, ordinances, statutes, codes, rules, regulations or Anti-Terrorism Laws set forth in Section 5.11 of this Agreement.

(t) Franchisee has employees, and fails to pay any employee his or her wages;

(u) Franchisee fails, refuses or neglects to obtain any prior written approval or consent as required by this Agreement;

(v) Franchisee fails to add new lines of good and services or new technology after first receiving written notification and 60 days to cure~~.~~;

(w) There is a breach of the Equipment Agreement, which not timely cured as permitted by the Equipment Agreement;

Section 7.2 Termination with Notice. Upon the happening of any material event of default described below, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to Franchisee at least: (A) ten (10) days prior to the effective date of termination for the events of default set forth in Sections 7.2(a) and (b); and (B) thirty (30) days prior to the effective date of termination for the events of default set forth in Sections 7.2(c) through (e); provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction within the 10-day or 30-day, as applicable, and by promptly providing proof thereof to Franchisor:

10-Day Notice Period

(a) Failure by Franchisee to make all payments of money due and payable to Franchisor pursuant to this Agreement including, but not limited to, payments due under Article IV hereof.

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(b) Failure by Franchisee to submit to Franchisor when due any reports required pursuant to this Agreement including, but not limited to, reports mandated by Article IV hereof.

30-Day Notice Period

(c) Failure by Franchisee to notify Franchisor promptly of any change in the Designated Manager and failure to send a new Designated Manager to attend and satisfactorily complete Franchisor's training program within 60 days after the new Designated Manager begins working at the Robin Autopilot Business.

(d) Failure by Franchisee to indemnify Franchisor or provide insurance in accordance with this Agreement.

(e) Failure by Franchisee to perform any obligation imposed on Franchisee by any other provision of this Agreement for which cure is permitted.

Section 7.3 Cross Default

(a) If Franchisee is a party to any other Franchise Agreements with Franchisor or is a party to any agreements with Franchisor's affiliates, and if such agreement is breached and not timely cured within the time period permitted in such document with the result being that such agreement is terminated, then Franchisor has the right to terminate this Agreement without affording you any additional right to cure.

(b) If Franchisee violates the terms, covenants or conditions of any other contract or agreement with a third party that is unrelated to Franchisor but which is material to the operation of the Robin Autopilot Business including, but not limited to, any real property or equipment lease, (Third Party Contract) and fails to cure any such breach within the time permitted under such Third Party Contract, and as a result, Franchisee is unable: (i) to operate the Robin Autopilot Business in the manner that Franchisee was able to before the breach of the Third Party Contract; or, (ii) is unable to operate any other Robin Autopilot Business under a separate franchise agreement as a result of an uncured breach of a Third Party Contract; or, (iii) operate the Robin Autopilot Business in accordance with the terms of this Agreement, then upon termination of said Third Party Contract, this and all other franchise agreements with Franchisor may, in its sole and exclusive discretion, also terminate at the same time as the Third Party Contract terminates. You must provide us immediate notice in the event of the termination of a Third Party Contract

Section 7.4 Diligent Pursuit of Cure

(a) If the breach is one for which cure is provided above, and if you undertake the cure within three days of the date that you receive our notice, and if you continue to pursue such cure in good faith but are unable to complete the cure within the time period provided in this Franchise Agreement, then you shall be given up to an additional 30 days after the end of the first cure period within which to complete such cure. If you fail to continually pursue the cure during this additional time period or are unable to complete such cure within this additional time period, then we have the right to terminate the Franchise Agreement without further notice to you.

(b) Notwithstanding anything to the contrary herein, we have the right, in our sole discretion, to grant you an extended period of time to cure. In such an event, however, we will not be deemed to have waived our rights to later strictly enforce any right to cure, to deny you the right to cure a future

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breach for which no cure is provided, or to take such action as is allowed to us by this Franchise Agreement if you fail to cure during the extended period granted to you.

Section 7.5 Obligations on and After Termination. Upon the expiration or sooner termination of this Agreement, you will cease to be an authorized franchisee in any respect whatsoever of Franchisor, and Franchisee and Franchisee Principals, shall, at Franchisee's sole cost and expense:

(a) Promptly pay all sums owing to Franchisor and its subsidiaries and affiliates. Such sums shall include late charges or interest, as applicable, on any past due amounts as prescribed in this Agreement and, in the event of termination for any default of Franchisee, shall include 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 the personal property, furnishings, equipment, motor vehicles, signs, fixtures, and inventory owned by Franchisee and at Franchisee Location at the time of default.

(b) Immediately and permanently discontinue the use of the Franchisor System, the Franchisor Marks, the Intellectual Property, the Confidential Information, and any of the Operations Equipment that is unique to the Franchisor System, and all material and information and materials prepared or furnished by Franchisor to Franchisee containing information regarding the Franchisor Standards.

(c) Remove and deliver to us at your expense or, if directed to do so by us, obliterate, destroy or make such changes on its Vehicle wrapping and any signs. Make sure changes to identification markings, color schemes, fixtures, apparatus, equipment, and furnishings, as we reasonably direct, are done to eliminate the design, style and other characteristics that are associated with a retail lawn service operation that is a part of the Franchisor System.

(d) Promptly destroy or surrender to us all supplies, stationery, forms, printed matter, promotional displays, advertising, and other items containing any Franchisor Marks.

(e) Immediately and permanently discontinue all advertising that in any manner whatsoever uses the Franchisor Marks, refers to us, or otherwise represents to the public that you remain associated with Franchisor or remains an authorized franchisee.

(f) At our option, which option may be exercised by providing you written within 30 days after termination or expiration, we may purchase any or all of your furnishings, equipment, signs, fixtures, supplies, or inventory related to the operation of Franchisee Location, at the lesser of the cost you paid or fair market value on a liquidation basis, under the following terms and conditions:

(i) We shall be purchasing such assets only and shall be assuming no liabilities whatsoever.

(ii) If the parties cannot agree on a fair market value on a liquidation basis within 30 days from the date of Franchisor's notice to exercise its option, an independent appraiser shall be designated by each party, and the two independent appraisers so designated shall select a third independent appraiser. The determination of fair market value on a liquidation basis of the majority of appraisers so chosen shall be binding.

(iii) The time and place for the closing of the purchase and sale of such assets shall be a date not later than 30 days after the purchase price is determined by the parties or the determination of

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the appraisers, whichever is later, unless the parties mutually agree to designate a subsequent date or place.

(iv) At closing, you will deliver to us, in a form satisfactory to us, such bills of sale, assignments, releases of liens, federal and state tax certificates and such other documents and instruments which Franchisor deems reasonably necessary to perfect Franchisor's title and possession in and to the assets being purchased and to certify that the requirements of all taxing and other governmental authorities have been satisfied. If at the time of closing Franchisee has not obtained all the foregoing certificates and other documents, Franchisor may, in its sole and absolute option, place the purchase price in escrow pending the issuance of any required certificates or documents.

(v) At closing, we have the right to set off all amounts owed by you to us and its subsidiaries and affiliates, and the cost of the appraisal, if any, (including reasonable attorneys' fees) and the cost incurred by us in connection with any escrow arrangement, against any payment for such items, and shall pay the remaining amount in cash.

(g) At our option, you will assign to us all of your rights to your business telephone numbers and any related Yellow Pages, all e-mail addresses, URLs, domain names, Internet Site listings, and Internet Site accounts related to Franchisee Location and other business listings and execute all forms and documents required by any telephone company to transfer such service and numbers to us. You hereby appoint us as your true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking any action necessary to complete such assignment. Such power of attorney will survive the expiration or termination of this Agreement. You will thereafter use different telephone numbers, business listings, addresses and names at or in connection with any subsequent business conducted by Franchisee.

(h) Promptly execute and file such documents as may be necessary to revoke, abandon, or terminate any assumed name registration under any tradenames owned, licensed and/or used by Franchisor; provided, however, if Franchisee fails to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact to do so for and on behalf of Franchisee, at Franchisee's sole cost and expense.

Section 7.6 Franchisor's Rights to Damages Upon your failure to cure any Event of Default (if the right to cure is provided), Franchisor may proceed to enforce any or all of the following non-exclusive remedies or any other remedy, claim, cause of action, award or damages allowed by law or in equity, with the understanding that the pursuit of any one remedy shall not be deemed an election or waiver by us to pursue additional remedies as all remedies are cumulative and are not exclusive:

(a) Bring one or more actions for: lost adjusted gross profits as measured by the net after Franchisor's usual expenses, costs and deduction that are taken from Royalties before an adjusted gross profit is determined and other fees that would have been due and payable had breach and default not occurred; plus penalties and interest as provided for in this Agreement but less any deductions and for all other damages sustained by us because of your breach of this Franchise Agreement. The arbitrator shall determine the amounts to be deducted from such Royalties, advertising fees and other fees due to Franchisor so as to fashion an enforceable measure of damages.

(b) Bring an action for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Franchise Agreement and otherwise stop you from engaging in actions prohibited hereby, including, without limitation: (i) improper use of the Marks or System; (ii) unauthorized assignment of the Franchise Agreement; (iii) violation of any of the restrictive covenants;

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and (iv) your failure to meet or perform your obligations upon termination or expiration of this Franchise Agreement.

(c) Terminate (or not terminate) this Agreement and proceed to enforce our right to damages with the understanding that the termination of the Agreement will not terminate Franchisor's rights to all damages permitted herein, or in law, or equity.

(d) If Franchisee: continues to operate the Robin Autopilot Business after a transfer, repurchase, termination or expiration; continues to use any of the Marks, Confidential Information, Intellectual Property or any component of the Franchisor System after expiration or earlier termination; or if Franchisee violates any surviving covenants after any expiration or earlier termination of this Agreement, then, in addition to any remedies provided above, and in addition to any other remedies in law or equity (all of which shall be cumulative and shall not be deemed to be an election of remedies to the exclusion of other remedies), Franchisor's remedies will include, but will not be limited to, recovery of the greater of: (i) all profits earned by Franchisee in the operation of the business using our Marks or System after such Transfer, Assignment, repurchase, termination, or expiration; or (ii) any other remedies available in law or equity.

Section 7.7 Limitation of Right to Bring Action and Waiver of Punitive, Exemplary, or Consequential Damages

(a) FRANCHISOR AND FRANCHISEE ARE LIMITED TO BRINGING ANY ARBITRATION AGAINST THE OTHER WITHIN ONE YEAR OF THE DATE THAT THE FACTS WHICH GIVE RISE TO THE CLAIM WERE DISCOVERED OR ONE YEAR FROM THE DATE THAT SUCH FACTS REASONABLY SHOULD HAVE BEEN DISCOVERED.

(b) BOTH FRANCHISOR AND FRANCHISEE AGREE TO WAIVE THE RIGHT TO A JURY TRIAL AND TO BE AWARDED EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

_____
Initials of Franchisee
For Subsections (a) and (b)

_____
Initials of Franchisee
For Subsections (a) and (b)

_____
Initials of Franchisor
For Subsections (a) and (b)

(c) If any mandatory provisions of governing state law prohibit termination of this Agreement as described herein, or if the same otherwise limit Franchisor's rights to terminate by imposing different rights or obligations as are found herein, then such mandatory provisions of state law shall be deemed incorporated into this Agreement by reference and shall prevail over any inconsistent terms in the agreement. If no such law exists, or if such law exists but permits the Franchisee to agree to abide by the termination provisions as set forth herein instead of that state law, then the Franchisee agrees that the terms of this Agreement shall prevail. If by electing the alternative dispute resolution provisions of Article 16, it is determined that Franchisor's and Franchisee's choice of law and other provisions prevail over any state law to the contrary, then the choice of law and other provisions of this Franchise Agreement will prevail so as to permit termination as described in this Article.

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Section 7.8 Action Against the Franchisor Subject to the limitations of actions as found in this Article that requires Franchisee to take any action before the expiration of the time limit found therein, prior to starting any dispute resolution procedure against Franchisor or any of our officers, agents, or employees, Franchisee agrees to first give Franchisor and any of its officers, agents, or employees 60 days prior written notice and an opportunity to cure any alleged act or omission within that time period. If such act or omission cannot be cured within 60-day period, and our officers, agents, employees or Franchisor is/are diligently continuing efforts to attempt to cure such alleged act or omission, Franchisee will give Franchisor or our officers, agents, or employees such additional time as is reasonably necessary to cure which time shall not exceed an additional 30 days.

Section 7.9 Injunctive Relief. You agree that our remedy at law would be inadequate and as a result we are entitled to injunctive or other equitable relief for any violation of this Article along with any other relief which an arbitrator sees fit to render for a violation of this Article, and you agree to pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by us in enforcing this Article.

Section 7.10 General Provisions Regarding Expiration and Termination. The expiration or termination of this Agreement under any circumstances does not abrogate, impair, release, or extinguish any debt, obligation or liability that you owe us or that that may have accrued, and as a result, we may pursue all remedies provided or permitted by law or equity against you and Franchisee Principals. All covenants and agreements of Franchisee and Franchisee Principals which by their terms or by reasonable implication are to be performed, in whole or in part, after the expiration or earlier termination of this Agreement, shall survive such expiration or earlier termination including, but not limited to, all of Franchisee's and Franchisee Principals' restrictive covenants and non-competition covenants. In the event Franchisee continues to operate Franchisee Location identified in Section 2.1 after the expiration of this Agreement without exercising any available option to renew and executing a new franchise agreement it shall be deemed to be operating as a holdover franchisee from month-to-month subject to all the conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month franchise; provided, however, this month-to-month franchise may be terminated at any time upon 10 days written from one Party to the other or such other period as may be required by local law during which period this Agreement shall remain in effect on a month-to-month basis.

VIII. DISPUTE RESOLUTION

Section 8.1 Resolution before Arbitration You, the Franchisee Principals and we believe that it is important to resolve any disputes amicably, quickly, cost effectively, and professionally and to return to business as soon as possible. We agree that the provisions of this Article support these mutual, practical business objectives, and, therefore, agree as follows:

(a) all provisions of this Agreement (including the language of this Article) will be fully enforced, including, but not limited to, those relating to arbitration, waiver of jury trial, limitation of damages, venue, choice of laws, and shortened periods in which to bring claims;

(b) the Parties rely on the federal preemption of state laws under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) (FAA) with the understanding that the FAA and not state law will control any matters pertaining to mediation and arbitration and, as a result, the provisions of this Franchise Agreement will be enforced only according to its terms and through the alternative dispute mechanism found in this Article. The Parties further agree that each Party intends that any state law attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the Federal Arbitration Act and that arbitration shall be held as provided in this Article;

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(c) except as expressly provided in this Franchise Agreement, **EACH PARTY KNOWINGLY WAIVES ALL RIGHTS TO A COURT OR JURY TRIAL AND, INSTEAD, SELECTS FACE-TO-FACE MEETINGS, MEDIATION AND FINALLY BINDING ARBITRATION AS THE SOLE MEANS TO RESOLVE DISPUTES UNDERSTANDING THAT FACE-TO-FACE MEETINGS, MEDIATION AND ARBITRATION MAY BE LESS FORMAL THAN A COURT OR JURY TRIAL, MAY USE DIFFERENT RULES OF PROCEDURE AND EVIDENCE, THAT AN APPEAL PROCESS IS GENERALLY LESS AVAILABLE, AND THAT THE FEES AND COSTS ASSOCIATED WITH MEDIATION AND/OR ARBITRATION MAY BE SUBSTANTIALLY GREATER THAN IN CIVIL LITIGATION;**

_____
Initials of Franchisee

_____
Initials of Franchisee

_____
Initials of Franchisor

(d) the terms of this Franchise Agreement (including but not limited to this Article) will control with respect to any matters of jurisdiction, venue, and choice of law; and,

(e) notwithstanding the fact that a Party is or may become a party to a court action or special proceeding with a third party or otherwise, and whether or not such pending court action or special proceeding: (i) may include issues of law, fact, or otherwise that arise out of the same transaction (or series of related transactions) as any arbitrable matter between or involving the Parties; (ii) involves a possibility of conflicting rulings on issues of law, fact, or otherwise; and (iii) such pending court action or special proceeding may involve a third party who cannot be compelled to arbitrate the terms, covenants, and conditions of this Franchise Agreement, the Parties still agree any dispute between the Parties to this Franchise Agreement will be enforced according to the terms found herein, including the obligation to perform under this Article.

(f) Prior to arbitration, each Party agrees to adhere to the following procedure:

(i) First, in the event of a complaint between them, the Parties agree to meet face-to-face within 30 days after any Party gives written notice to the other;

(ii) Second, if the issues between the Parties cannot be so resolved, then within 30 days of the date that the face-to-face meeting was adjourned, the disagreement must be submitted to non-binding mediation before the Judicial Arbitration and Mediation Service (JAMS) or its successor (or an organization designated by JAMS or its successor). If JAMS is unavailable or is unable or unwilling to conduct such proceeding(s), and the Parties to the dispute cannot agree on an appropriate organization or person to conduct such proceedings(s), then the mediation shall be heard by the American Arbitration Association.

(A) The Parties will agree upon a single mediator. If the Parties cannot agree upon the mediator then the senior most officer, director, or manager of the association under which the mediation is to take place shall choose a neutral and disinterested mediator and such choice will be final and binding upon the Parties.

(B) Any mediation will be conducted by a mediator experienced in franchising. Any Party may be represented by counsel and may, with permission of the mediator, bring persons appropriate to the proceeding.

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(C) If the mediation does not resolve the matter, then the Parties agree that the disagreement will be submitted to and finally resolved by binding arbitration.

Section 8.2 Resolution under Arbitration

(a) Arbitration will be started within the lesser of 120 days after mediation is adjourned or the last day of the one-year period identified in Section 7.7(a). Arbitration will be held before, and in accordance with the arbitration rules of JAMS or its successor (or an organization designated by JAMS or its successor). If JAMS is unavailable or is unable or unwilling to conduct such proceeding(s), and the Parties to the dispute cannot agree on an appropriate organization or person to conduct such proceedings(s), then the arbitration will be heard by a single arbitrator from the American Arbitration Association. Any arbitrator must be experienced in franchising. If the Parties cannot agree upon the arbitrator then the senior most officer, director or manager of the association under which the arbitration is to take place shall choose a neutral and disinterested arbitrator and such choice shall be final and binding upon the Parties.

(b) Any Party may be represented by counsel and may, with permission of the arbitrator, bring persons appropriate to the proceeding.

(c) The arbitrator's award will be in writing. On request by any Party to the arbitration, the arbitrator will provide to all disputants a reasoned opinion with findings of fact and conclusions of law, and the Party so requesting will pay the arbitrator's fees and costs connected therewith.

(d) The judgment of the arbitrator on any preliminary matter and the final arbitration award will be final and binding and may be entered in any court having jurisdiction.

(e) There will be no right to appeal the final award

Section 8.3 Confidentiality: The Parties to any meeting/mediation/arbitration will sign confidentiality agreements, excepting only public disclosures and filings as are required by law.

Section 8.4 Choice of Law, Venue and Jurisdiction

(a) Any face-to-face meeting, mediation, or arbitration will be conducted exclusively at a neutral location within 15 miles of our then-current headquarters without regard to conflict of law provisions or *forum non-conveniens* demand to the contrary.

(b) The arbitrator in any proceeding will apply all applicable laws and equity permitted under the laws of the state in which our headquarters is then located without regard to conflicts of law provisions.

(c) The Parties have negotiated regarding the terms of this Section (including the jurisdiction, venue, forum, and choice of law) in which to resolve their disputes and have agreed to the terms of this Article generally and to this Section specifically.

_____
Initials of Franchisee

_____
Initials of Franchisee

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Section 8.5 Discovery, other Procedural Matters, Fees, and Costs The arbitrator will decide any factual, procedural, or legal questions relating in any way to the dispute between the Parties, including, but not limited to: any decision as to whether this Article is applicable and enforceable; subject matter, timeliness, scope, remedies and unconscionability; and any alleged fraud in the inducement. The Parties to the dispute have the same discovery rights as are available under the rules of the arbitration association hosting the arbitration. Each participant must submit or file any claim which would constitute a "compulsory counter-claim" (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such compulsory counter-claim that is not submitted or filed in such proceeding will be forever barred. The arbitrator may issue summary orders disposing of all or part of a claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief.

(a) Each Party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

(b) The arbitrator will have subpoena powers limited only by the laws of the state in which our headquarters is then located

(c) In addition to any other remedy, the arbitrator has the right to award the "Prevailing Party" his, her, or its costs, fees, reasonable attorney's fees, expert witness fees, and the like which that Party expended in the preparation for and the prosecution of the case at arbitration. For the purposes of this Franchise Agreement in general and this Article specifically, the "Prevailing Party" shall be deemed to be that Party which has obtained the greatest net judgment in terms of money or money equivalent. If money or money equivalent has not been awarded, then the Prevailing Party shall be that Party that has prevailed on a majority of the material issues decided. The "net judgment" is determined by subtracting the smallest award of money or money equivalent from the largest award. If there is a mixed decision involving an award of money or money equivalent and equitable relief, the arbitrator shall award the above fees to the Party that it deems has prevailed over the other Party using reasonable business and arbitrator's judgment.

Section 8.6 Disputes Not Subject to the Mediation/Arbitration Process Claims or disputes relating primarily to the Marks, to any intellectual property licensed to you, and to any matter governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), are subject to court proceedings in a court of competent jurisdiction. Only the portion of any claim or dispute identified in this Section shall be subject to court action and only to the extent that such action is necessary in order to protect the Franchisor.

Section 8.7 Survival of Obligations Each provision of this Article 16 will be deemed to be self-executing and will continue in full force and effect subsequent to and notwithstanding the expiration, termination, rescission, or finding of unenforceability of this Agreement (or any part of it) for any reason.

IX. ADDITIONAL PROVISIONS

Section 9.1 Franchisee as Independent Contractor. This Agreement does not in any way constitute or infer that Franchisee is an agent, legal representative, joint venturer, partner, employee or servant of Franchisor for any purpose. You are an independent contractor and are in no way authorized to make any contract, agreement, warranty or representation on our behalf or to create any obligation express or implied, on our behalf. You will post on or about Franchisee Location and in each

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Vehicle used in the operation of Franchisee Location in such places as we may designate such signs, window decals, or other notifications that Franchisee Location is operated as an independent operator and is not operated by us. You will not use any stationery, invoices, checks, or any other instruments or documents that do not clearly disclose that Franchisee Location is being operated by Franchisee as an independent contractor.

Section 9.2 Entire Agreement - Merger and Modification

(a) This Agreement, including all exhibits and addenda, contains the entire agreement between the parties and supersedes any and all prior oral, written, express, or implied agreements, statements or understandings concerning the subject matter hereof.

(b) Franchisee and each Franchisee Principal understands and agrees that Franchisor will not be liable or obligated for any oral representations or commitments made prior to the execution hereof, or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments, and that no modifications of this Agreement shall be effective except those in writing and signed by both parties.

(c) We do not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. You further acknowledge that no representations have been made by us to you regarding projected sales volumes, market potential, revenues, profits of the Robin Autopilot Business, or as to operational assistance other than as stated in this Agreement or in any disclosure document provided to its representatives or us.

(d) Nothing in this Franchise Agreement, or in any related agreement that you sign with us is intended to disclaim any representations in the franchise disclosure document.

(e) This Agreement may only be modified in a written agreement that is signed and dated by all Parties.

(f) You acknowledge however, that we may modify the Franchisor Standards, specifications and operating and marketing procedures including those set forth in the Manuals, any component of the System, the Marks, and any Confidential Information or Intellectual Property, unilaterally, under any conditions and to the extent to which we in our sole discretion, deem necessary to protect, promote or improve the Marks and the quality of the System in general and you agree that you will adopt and conform your business to the same.

Section 9.3 Waiver. No failure or delay of on the part of either Party to execute any power reserved hereunder, or to insist upon strict compliance by the other Party with any obligation or condition hereunder, and no custom or practice of the Parties in variance with terms hereof, shall constitute a waiver of the Party's right to demand strict compliance with the terms of this Agreement. Waiver by us of any specific default caused by you will not affect or impair our right in respect to any subsequent default of the same or of a different nature. No delay, waiver, forbearance, or omission by either Party to exercise any power or rights arising out of any breach or default by the other of any of the terms, provisions, or covenants hereof shall offset or impair the Party's rights; nor shall such failure constitute a waiver by a Party of any rights hereunder or of the right to declare any subsequent breach or default.

Section 9.4 Payment of Fees is an Independent Covenant You agree that you will not withhold payments of Flat Royalties, Franchisee National Advertising Fees, regional advertising contributions, or any other amounts of money owed to us for any reason, even including a claim by you of the alleged nonperformance by us of any obligation hereunder. All such claims by you shall, if not

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otherwise resolved by us, be resolved as permitted in this Agreement. All covenants are independent of each other.

Section 9.5 Severability. If all or any portion of any covenant contained herein is held unreasonable or unenforceable the Parties expressly agree to be bound by any lesser covenant subsumed within the terms of the unreasonable or unenforceable covenant that imposes the maximum duty permitted by law, as if the resulting covenant was always part of this Agreement. Notwithstanding the foregoing, should any term, covenant or provision hereof, or the application thereof, be determined to be invalid or unenforceable and not subject to amendment as provided herein, the remaining terms, covenants or provisions hereof will continue in full force and effect without regard to the invalid or unenforceable provision. In such event, the term, covenant or provision will be deemed modified to impose the maximum duty permitted by law. Notwithstanding the foregoing, if any term hereof is so determined to be invalid or unenforceable and such determination adversely affects, in Franchisor's reasonable judgment, Franchisor's ability to preserve its rights in, or the goodwill underlying, the Intellectual Property, Franchisor System and/or the Confidential Information, or materially effects Franchisor's other rights hereunder, Franchisor may terminate this Agreement upon notice to Franchisee.

Section 9.6 Notices. All notices, requests, demands and claims required or desired to be given hereunder will be in writing and will be served in person, by Express Mail, by certified mail, by private overnight delivery, facsimile, or email transmission. Such notices, requests, demands and claims will be deemed conclusively given: (i) at the time of service, if personally served; (ii) twenty-four (24) hours (exclusive of weekends and national holidays) after deposited in the United States mail, properly addressed and postage prepaid, if served by Express Mail; (iii) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (iv) twenty-four (24) hours after delivery if served by private overnight delivery; and (v) at the time of the facsimile or email transmission, if the transmission occurs prior to 5:00 p.m., at the recipient's location set forth below, on a business day and a copy thereof is mailed within twenty-four (24) hours after the transmission. All notices, requests, demands and claims will be given to the intended party at the location set forth below; provided, however, either party may change its location for receiving notices, requests, demands and claims by giving written notice to the other party in the manner set forth above:

Notices to Franchisor:	Notices to Franchisee and Franchisee Principals:
Robin Autopilot USA, LLC	_____
2216 Commerce St	_____
Dallas, TX 75201	_____
Attention: Franchise Department	Attention: _____
(855) 910-8780	(____) _____
franchise@robinautopilot.com (email)	(____) _____ (fax)
	_____ (email)

Section 9.7 No Warranties. THERE ARE NO WARRANTIES, REPRESENTATIONS, COVENANTS OR AGREEMENTS, EXPRESS OR IMPLIED, BETWEEN THE PARTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

Section 9.8 No Right to Set Off or Third Party Beneficiaries. Franchisee is not allowed to set off amounts owed to Franchisor for any fees, or other amounts due hereunder, against any monies owed to Franchisee, and Franchisee will not, in any event, withhold such amounts due to any alleged Franchisor nonperformance, which right of set off is hereby expressly waived by Franchisee. All

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obligations of the Franchisor under this Agreement are solely and exclusively for the benefit of the Franchisee and the Franchisee Principals (as applicable), and no other party is entitled to rely on, enforce, benefit from, be deemed to be a third-party beneficiary, or otherwise obtain relief either directly or by subrogation.

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Section 9.9 Time is of the Essence, Headings and Construction.

(a) In all matters pertaining to this Agreement, time is of the essence.

(b) The headings are for the convenience only of the reader and are not intended to be inclusive or exclusive of any term, covenant, or condition.

(c) In reading this Agreement, the singular shall include the plural and the reference to one gender shall include reference to the other gender and to the neutral gender.

(d) The word "including" means "including, but not limited to...". The words "this Agreement," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Section unless expressly so limited

(e) Unless otherwise stated, a reference to days shall be calendar days. The counting of days shall include weekends and all state and national holidays. If a notice is to be delivered which notice requires the counting of days, such counting shall begin on the first calendar day following the day that the notice was received, refused, or deemed to have been delivered pursuant to the terms of this Agreement. Unless otherwise stated, the last day of any counted time period or the last day of the termination or the expiration of this Franchise Agreement will be 5:00 pm local time of our then-current headquarters.

Section 9.10 Judgment; Sole and Absolute Option. Franchisee and Franchisor acknowledge that various provisions of this Agreement specify certain matters that are within the sole and absolute option or judgment of Franchisor or are otherwise to be determined unilaterally by Franchisor. If the exercise of Franchisor's sole and absolute option or judgment as to any such matter is subsequently challenged, the Parties to this Agreement expressly direct the trier of fact that Franchisor's reliance on a business reason in the exercise of its sole and absolute option or judgment is to be viewed as a reasonable and proper exercise of such sole and absolute option or judgment, without regard to whether other reasons for its decision may exist, without regard to whether the trier of fact would independently accord the same weight to the business reasons, and without regard to whether such sole and absolute option or judgment is exercised in the best interests of Franchisee.

Section 9.11 Survival of Provisions and Independent Covenants Any provisions that, by their terms, extend beyond termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination or expiration of this Agreement. The Parties further agree that each covenant herein shall be construed to be independent of any other covenant or provision of this Agreement.

Section 9.12 Force Majeure Except for monetary obligations hereunder which are due regardless of the language of this Section, and unless otherwise specifically provided in this Agreement, Force Majeure shall apply as an excuse to performance.

Section 9.13 Delegation From time to time, we shall have the right to and will delegate the performance of any portion or all of our obligations and duties hereunder to a third party who is approved by us to deliver such services and perform such duties, whether the same are agents of ours or independent contractors which we have contracted with to provide such services. The Franchisee agrees in advance to any such delegation by us of any portion or all of its obligations and duties hereunder.

Section 9.14 Guaranty If at any time during the Initial Term or Renewal Term ownership in the Franchise or Robin Autopilot Business is taken in other than the name of a natural person, all

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Franchisor Principals will be required to sign the then-current form of guaranty, the current form of which is attached as Exhibit 5.

Section 9.15 Acknowledgements. Franchisee hereby acknowledges the following:

(a) Franchisee and Franchisee Principals have received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission Entitled "Disclosure Requirements and Prohibitions Concerning Franchising" at least 14 calendar days before the date on which this Agreement was executed;

(b) Franchisee hereby represents that Franchisee has received a copy of this Agreement, has read and understands all obligations being undertaken, and has had an opportunity to consult with Franchisee's attorney with respect thereto at least 7 calendar days prior to execution;

(c) Franchisee and Franchisee Principals have received no representation, warranty, guaranty, or promise, other than those expressly set forth in this Agreement, and that no representation, warranty, guaranty, or promise was made by Franchisor or any other person or entity to induce Franchisee into signing this Agreement. Franchisee and Franchisee Principals further recognize that neither Franchisor nor any other party can guarantee Franchisee's business success or state the exact cost of opening and operating one of Franchisor Operations, and that such success and Costs will dependent primarily upon Franchisee's own effort. No representation has been made by Franchisor as to the future profitability of Franchisee Location;

(d) Prior to the execution of this Agreement, Franchisee has had ample opportunity to contact existing franchisees of Franchisor and to investigate all representations made by Franchisor relating to the Franchisor System;

(e) Other than this Agreement, no future franchise or offers of a franchise for any additional franchise rights have been promised to Franchisee;

(f) Neither Franchisor nor anyone acting on its behalf has made any representations, inducements, promises, or agreements, orally or otherwise, respecting the subject matter of this Agreement, which is not embodied herein or set forth in the Franchise Disclosure Document; and

(g) This Agreement is offered to Franchisee personally and to no others, and may not be accepted by any other person, partnership, or corporation, or transferred by assignment, will, or operation of law except as may be provided for in this Agreement.

(h) In furtherance of this Section, Franchisee is also required to complete the Closing Acknowledgement found at Exhibit ~~8~~9.

Section 9.16 Recitals, State Specific Amendment, Closing Acknowledgement, Statement of Understanding, and Signatures

(a) The Recitals are made part of this Franchise Agreement.

(b) In some cases, the state in which Franchisee is located requires that this Agreement be amended. Please see Exhibit 6 to learn if there is an amendment that affects your state.

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(c) This Franchise Agreement may be signed in any number of counterparts all of which taken together form one original document. Signatures may be done electronically or manually. Facsimile or electronically signed and delivered documents shall be as effective as an original.

IN WITNESS WHEREOF, Franchisor and Franchisee have caused this Agreement to be duly executed as of the Effective Date.

FRANCHISOR		**FRANCHISEE**	
ROBIN AUTOPILOT USA, LLC,			
			_____
By:	_____	Print Name:	_____
Name:	_____	Date:	_____
Title:	_____		
Date:	_____		
			_____
		Print Name:	_____
		Date:	_____

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OR
IF FRANCHISEE IS A BUSINESS ENTITY

_____

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

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EXHIBIT 1
INITIAL FRANCHISE FEE AND STATEMENT OF OWNERSHIP

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INITIAL FRANCHISE FEE AND STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

The Initial Franchise Fee is:____ _____

Form of Ownership (Check One)

_____ Individual _____ Partnership _____ Corporation ____ limited liability business entity

If a partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a limited liability business entity, provide the name and address of each equity-interest holder, Member, and Manager, showing percentage owned, and indicate the state in which the limited liability business entity was formed.

If a corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder, showing what percentage of stock is owned by each.

_____
_____
_____
_____
_____

Franchisee acknowledges that this Statement of Ownership applies to the Business authorized under this Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to the Franchisor in writing.

FRANCHISOR

ROBIN AUTOPILOT USA, LLC,

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

FRANCHISEE

_____
Print Name: _____
Date: _____

_____
Print Name: _____
Date: _____

OR
IF FRANCHISEE IS A BUSINESS ENTITY

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

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EXHIBIT 2
EXCLUSIVE TERRITORY

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EXCLUSIVE TERRITORY

1. The business address for any notices mailed under the Franchise Agreement is:

_____

2. **Exclusive Territory.** The Franchisee's Exclusive Territory is described as follows:
_____
_____
_____
_____

Fully executed this _____ day of _____, 20___

FRANCHISOR

ROBIN AUTOPILOT USA, LLC,

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

FRANCHISEE

_____
Print Name: _____
Date: _____

_____
Print Name: _____
Date: _____

OR
IF FRANCHISEE IS A BUSINESS ENTITY

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

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EXHIBIT 3
GENERAL RELEASE

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GENERAL RELEASE

This General Release (Release) is made this ____ day of _____, 20__, by and between Robin Autopilot USA, LLC (hereinafter "Franchisor"), and _____ (hereinafter "Franchisee"), and _____ (hereinafter "Guarantor"). Franchisor, Franchisee and Guarantor may sometimes be referred to as a "Party" or jointly as the "Parties".

RECITALS

WHEREAS, Franchisor and Franchisee entered into that certain franchise agreement dated_____ (Franchise Agreement);

WHEREAS, pursuant to the Agreement, Franchisee was permitted to open and operate a franchised business (Business);

WHEREAS, Guarantor guaranteed the performance of the Franchisee under the Franchise Agreement;

WHEREAS, Franchisee desires take some action (or make some amendment) to the Franchise Agreement, or desires for the Franchisor to take any action for which a General Release is called for in the Franchise Agreement or is required by Franchisor as part of such action;

WHEREAS, as a material inducement to the Franchisor approving the same, the Franchisee has agreed to provide this Release;

WHEREAS, all capitalized terms not defined herein have the meaning set forth in the Franchise Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants found herein, for that consideration stated below, and for other good and valuable consideration, the adequacy of which is admitted by all parties hereto, it is agreed as follows:

COVENANTS

1 Franchisee, for and on behalf of itself, its officers, directors, shareholders, and employees, and on behalf of any parent corporation or subsidiary, business entity, successor, assignee, and their officers, directors, shareholders, and employees (Franchisee Parties) and Guarantor for himself or herself and for and on behalf of its family members,, and for and in consideration of: the Franchisor granting to the Franchisee the right to do the following; _____; and for other good and valuable consideration, all of which is deemed adequate by all Parties hereto, do each (personally, jointly and severally) from the beginning of time to the Effective Date of this Release, release, indemnify, and forever forgive and discharge Franchisor and Franchisor's officers, directors, shareholders, agents and employees (Franchisor Parties), from any and all: equitable or legal claims; claims sounding in federal law or state statute; causes of action; complaints; direct, indirect, punitive or consequential damages; judgments; business losses; awards; injury, or any other right or action (separately and together a "Claim" or the "Claims") which relate in any way to: (i) the manner and method by which Franchisor delivered the FDD to Franchisee, and Guarantor (ii) the content, or lack of content of the FDD (as such content may have been required by any applicable state or federal law); (iii) the performance or failure of performance of Franchisor or Franchisor Parties in reference to any federal-required or state-required disclosure obligations and requirements; (iv) any oral, written, express or implied promises, statements, disclosures and the like

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relating in any way to the Franchise Agreement or the franchise relationship between the Franchisor and Franchisor Parties, Franchisee, Guarantor and the Franchisee Parties; (v) the performance or the failure to perform of Franchisor or any Franchisor Party under the Franchise Agreement; (vi) the performance or failure to perform of Franchisor or any Franchisor Party under any other oral or written, express or implied agreement, covenant, or document whether or not found in the Franchise Agreement; and, (vii) any other Claim sounding in equity or law. Notwithstanding the foregoing, nothing in this Release is intended to disclaim any representations made in the Franchise Disclosure Document.

2. Franchisee for itself and on behalf of the Franchisee Parties and Guarantor each agrees and expressly states that this Release was made in contemplation of not only known Claims and the consequences thereof, but also in contemplation of the possibility that the each such Party identified in this paragraph may or will sustain future damages presently unknown to them and which accrued on or before the Effective Date of this Release but which were not asserted until after that date. By executing this Release Franchisee for itself and on behalf of the Franchisee Parties intend to release Franchisor and the Franchisor Parties, jointly and severally from liability for any and all known, unknown and unforeseen Claims, losses, expenses, damages, costs, liabilities, business losses, and the consequences thereof.

3. Franchisee for itself and on behalf of the Franchisee Parties assume any and all risk that the facts and law may be, or may become, different from the facts and law as known to them, or believed to be known by them as of the date of this Release, and each agrees that if the execution of this Release was made on the basis of mistake (mutual or unilateral) that each will forever waive any right to claim that entering into this Release resulted from a mistake of any kind, thereby waiving all claims based upon the doctrine of mistake.

4. Franchisee for itself and on behalf of the Franchisee Parties and Guarantor deliver this Release with the intent that Franchisor rely upon the same. Should any condition, covenant, or clause herein be considered to be unenforceable, any tribunal of competent jurisdiction is permitted to amend the Release to the least extent possible so as to form an enforceable covenant, or if such amendment cannot be fashioned then to excise the offending clause, covenant, or condition so as to form an enforceable Release, which will be binding upon the Parties to the fullest extent permissible.

5. Notwithstanding the terms of this Release, nothing herein relieves any Party of the obligation to maintain the confidentiality of any confidential, trade secret, proprietary or similar information of any other Party. The terms of this Release are and will remain confidential and will not be disclosed by any Party, except as required by legal process, and except as required to be disclosed in Franchisor's Franchise Disclosure Document.

6. In the event of a dispute concerning this Release, the Parties agree that the alternative dispute resolution provisions of the Franchise Agreement found at Article 16 are incorporated herein by this reference as if fully set forth here and the same will be the manner by which any such dispute is resolved.

7. If any mandatory provisions of the governing state law limit or prohibit the use of this Release, or which in any manner impose different rights or obligations as are found herein, then such mandatory provisions of state law will be incorporated in the Franchise Agreement and this Release by reference and shall prevail over any inconsistent terms in this Release. If no such law exists, or if such law exists but permits the Franchisee to agree to abide by the terms of this Release or if by accepting the alternative dispute resolution covenants of the Franchise Agreement found at Article 16, the state law is preempted by the federal law applicable to such dispute resolution, then the Franchisee, the Franchisee Parties and the Guarantor each agree to abide by the terms of this Release. Notwithstanding the foregoing, excluded from this release are claims arising from representations in the FDD.

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8. Notwithstanding anything herein to the contrary:

a. Release of Unknown Claims and Waiver of California Law. The Franchisee, Franchisee Parties, and Guarantors acknowledge that they are aware and informed that the laws of California may purport to limit or reduce the effect of a general release with respect to claims not know or suspected by them at the time of execution of the release, such as Section 1542 of the Civil Code of the State of California which provides that:

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

Franchise, Franchisee Parties, and each Guarantor waives and relinquishes every right or benefit which they have, or may have, under Section 1542 of the Civil Code of the State of California and under any similar provisions of any other law (as may be applicable to this Release), to the fullest extent that the Franchisee, Franchisee Parties, and Guarantors, may lawfully waive such right or benefit pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, with respect to the Released Claims, the Franchisee, Franchisee Parties, and Guarantors each acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Release, but that it is the Franchisee's, Franchisee Party's, and Guarantor's intention to settle and release fully, finally and forever, all claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore existed, and in furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee, and each Franchise Party and Guarantor agree to defend, indemnify and hold harmless Franchisor from any and all claims arising out of, directly or indirectly, the assertion by Franchisee, each Franchisee Party, and each Guarantor, (or any person or entity by, through, or on their behalf) of any Released Claims, positions, defenses, or arguments contrary to this Section 8(a) above.

b. Release of Unknown Claims and Waiver of South Dakota Law. The Franchisee and each Franchisee Party and Guarantor acknowledges that each is aware and informed that the laws of South Dakota may purport to limit or reduce the effect of a general release with respect to claims not known or suspected by them at the time of execution of the release, such as South Dakota Codified Laws§ 20-7-11, which provides as follows:

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

Franchisee and each Franchisee Party and Guarantor, waive and relinquish every right or benefit which they have, or may have, under § 20-7-11 of the South Dakota Codified Laws, and under any similar provisions of any other law (as may be applicable to this Release), to the fullest extent that they may lawfully waive such right or benefit pertaining to the subject matter of this Release. In connection with such waiver and relinquishment, with respect to the Released Claims, Franchisee and each Franchisee Party and Guarantor acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that Franchisee and each Franchisee Party and Guarantor now know or believe to be true with respect to the subject matter of this Release, but that it is their intention to settle and release fully, and finally and forever, all Released Claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore

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existed, and in furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and each Franchisee Party and Guarantor agree to defend, indemnify and hold harmless the Franchisor and the Franchisor Affiliates from any and all Released Claims arising out of, directly or indirectly, the assertion by the Franchisee and the Franchisee Affiliates (or any person or entity by, through, or on behalf of Releasor) of any Released Claims, positions, defenses, or arguments contrary to this Section l(b) of this Release.

9. Additional Provisions

a. Each such Party represents that the execution and delivery of this Release is the duly authorized and binding act of such Party.

b. The Recitals are incorporated herein by this reference.

c. This Release shall be interpreted in accordance with the laws of the state of Colorado without regard to any conflict of laws provision to the contrary. Enforcement of this Release is to be under the alternative dispute resolution provisions of the Franchise Agreement found at Article 16 as though such Article was incorporated in its entirety herein.

d. Each Party shall fully cooperate with all other Parties with respect to the performance of this Release. Each Party will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Release and to evidence the release of all obligations and liabilities of the Parties as more fully stated herein.

e. This Release may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

DONE AS OF THE EFFECTIVE DATE

FRANCHISOR

ROBIN AUTOPILOT USA, LLC,

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

FRANCHISEE

_____
Print Name: _____
Date: _____

_____
Print Name: _____
Date: _____

OR
IF FRANCHISEE IS A BUSINESS ENTITY

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

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GUARANTORS

	_____		_____
print name:	_____	print name:	_____
date:	_____	date:	_____

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EXHIBIT 4
CONFIDENTIALITY AGREEMENT

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CONFIDENTIALITY AND
NON-COMPETITION AGREEMENT

This Confidentiality and Non-Competition Agreement (Confidentiality Agreement) is entered into this _____ day of _____, 20___, between _____ (Franchisee), and _____ (Employee) residing at _____ Franchisee and Employee may sometimes be referred to in the singular as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Franchisee has been granted a franchise from Robin Autopilot USA, LLC (Franchisor), and as such, is the beneficiary of certain confidential and proprietary information of Franchisor (identified as "Confidential Information" as more fully described below);

WHEREAS, Employee, in the course of his employment with the Franchisee, will have access to such Confidential Information;

NOW, THEREFORE, in consideration of the employment of the Employee by Franchisee, and for other good and valuable consideration, the adequacy of which is admitted by all Parties, it is agreed as follows:

COVENANTS

1. For purposes of this Confidentiality Agreement, Employee acknowledges that, during the course of his or her employment, Employee has obtained or may obtain knowledge of "Confidential Information" which is defined as: all information relating to the Franchisee's business and each component thereof, the Franchisor's operations manuals ("Manual" whether in electronic or printed form), written directives, drawings, technical information, methods, processes, formulae, Franchisor's "Intellectual Property" and "Copyrighted Materials" (as each may be identified to the Employee by Employer), compositions, systems, techniques, inventions, machines, computer and supplier programs, research projects, business information, customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems and plans, and all other information, data, know-how, materials and data imparted or made available by Franchisor to Franchisee, however learned or received, either in writing, orally or in electronic format, which is (i) designated as confidential, (ii) known by Franchisee or Employee to be considered confidential by Franchisor, or (iii) by its nature inherently or reasonably to be considered confidential.

2. Except as may be required in the performance of duties for Franchisee, Employee will not, during the course of his or her employment and at any time thereafter, directly or indirectly, use or disclose to any third party, or authorize any third party to use, any component of the Confidential Information relating to the Business or interest of Franchisee or Franchisor, which he knows or reasonably should know, is regarded as confidential and valuable to Franchisee or Franchisor.

3. If Employee is in a management position with the Franchisee, Employee will not, during the course of his employment and for one year thereafter, directly or indirectly in any capacity, without Franchisee's prior written consent, engage in a business or have any financial interest in a business that is a "Competitive Business" by becoming an owner, officer, director, shareholder, partner, associate, employee, agent, representative, or consultant, or serve in any other capacity in any such Competitive Business that is within 20 miles of Franchisee's business address or that is within 20 miles of the business address of any other Franchisee or of any other business that bears the trademarks, trade names or logos

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of the Franchisor. For purposes of this Agreement, "Competing Business means a business that offers lawn services to the general public where part of such services is the use of robots to complete part of the work such as mowing the lawns, and that may be added to the services Franchisee is obligated to deliver to the public after the Effective Date of this Agreement (such a robotic edging or trimming) or that may otherwise be in use by Franchisee at the expiration or earlier termination of this Agreement.

4. Employee, regardless of his position with the Franchisee, will not, during the course of his employment and for one year thereafter, directly or indirectly employ or attempt to employ, or solicit for any employment, any of Franchisee's employees.

5. At the termination of his employment, Employee agrees to deliver to Franchisee (and will not keep in his possession or deliver to anyone else) all Manuals and other Confidential Information, records, data, designs, photographs, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any such items belonging to Franchisee, its successors or assigns, which relate in any way to the operation of the Franchisee's business.

6. Employee hereby acknowledges and agrees that any breach by him of this Confidentiality Agreement will cause damage to Franchisee and Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisee may be entitled, either of us will be entitled to temporary, preliminary, or permanent injunctive relief for any breach or threatened breach by Employee without proof of actual damages that have been or may be caused.

7. If any portion of this Confidentiality Agreement is held to be invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. Further to the extent that any limitation against Employee in this Agreement is found to violate the law of the state in which the Employee is employed, then a court of competent jurisdiction shall amend the offending limitation to the least extent possible so as create an enforceable covenant.

8. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

9. This Agreement shall bind the successors and assigns of Franchisee and the heirs, personal representative, successors, and assigns of Employee.

10 All covenants made in this Agreement by Employee that must survive its termination in order to remain enforceable, shall so survive the termination of this Confidentiality Agreement.

11. This Confidentiality Agreement may be amended in whole or in part only by an agreement in writing signed by the Parties.

12. This Confidentiality Agreement contains the entire understanding of the Parties in reference to the subject matter found herein. Any prior understanding or agreement, whether oral or written, shall be merged herein.

13. Any notice, request, demand, or other communication given pursuant to the terms of this Confidentiality Agreement shall be deemed given upon delivery, if hand-delivered, or three (3) days after deposit in the United States mail, postage prepaid, and sent certified or registered mail, return receipt requested, addressed to the addresses of the parties indicated below or at such other address as such party shall have advised the other Party in writing.

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14. Notwithstanding anything herein to the contrary, Franchisee's Franchisor may enforce this Agreement to the extent necessary to protect any commercially reasonable interest that it may have including the right to protect the Confidential Information

EMPLOYEE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

Done as of the date first found above

FRANCHISEE: EMPLOYEE:

_____ _____

by: _____

its; _____ Date Signed: _____

Date Signed _____

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EXHIBIT 5
GUARANTY

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GUARANTY OF FRANCHISEE'S OBLIGATIONS

This Guaranty of Franchisee's Obligations (Guaranty) is entered into this _____ day of _____, 20__ by and between Robin Autopilot USA, LLC (Franchisor), _____ (Franchisee) and _____, whose address is _____ and _____, whose address is _____ (herein jointly and severally known as Guarantor(s)). Franchisor, Franchisee, and Guarantor may be referred to as a "Party" or as the "Parties".

RECITALS

WHEREAS, Franchisee signed a franchise agreement with Franchisor on the ____ day of _____, 20__ (Franchise Agreement);

WHEREAS, as an inducement to the Franchisor for granting the Franchise Agreement, the Guarantor(s) agreed to fully guaranty the performance of Franchisee under the Franchise Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants found herein and for other good and valuable consideration, which consideration is deemed to be adequate by all parties, each of the undersigned hereby personally and unconditionally agree to the following:

COVENANTS

1. Guarantor(s) guarantee to Franchisor and its successors and assigns, for the term of the Franchise Agreement, including any amendments thereto or renewals thereof, that you will timely pay any amount required by the Franchise Agreement and shall perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement and any addenda or Exhibits attached thereto as each may be amended or renewed.

2. Guarantor(s) further agrees to be personally bound by each and every term of the Franchise Agreement, as amended or renewed, and agrees to be personally liable for the breach of, and, if permitted, the cure of each and every breach of any term, covenant, or condition of the Franchise Agreement. Guarantor(s) agree that this Guaranty is one of payment and performance and not one of just collection.

3. By signing this Guaranty, each Guarantor further agrees that each shall also be subject to all restrictive covenants in the Franchise Agreement, including, but not limited to all in-term or post-term covenants not to compete, to all covenants relating to the Marks, Confidential Information, Intellectual Property and all indemnification provisions of the Franchise Agreement.

4. As part of the inducement given to Franchisor by the Guarantor(s) to permit the Franchisee to enter into the Franchise Agreement, the Guarantor(s) further agree to waive the following:

a. acceptance and notice of acceptance of the foregoing undertaking;

b. notice of demand for payment of any indebtedness or notice of any nonperformance of any obligations hereby guaranteed;

c. protest and notice of default with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

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d. any right Guarantor may have to require that any action be first brought against Franchisee or any other person or entity as a condition of liability; and

e. any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

5. Guarantor(s) further consent and agrees that:

a. Guarantor is directly and immediately liable under this Guaranty, and if signed by more than one Person, such liability is joint and several;

b. Guarantor(s) shall render any payment or performance required under the Franchise Agreement upon demand of Franchisor if Franchisee fails or refuses punctually to do so;

c. Guarantor(s) performance shall not be contingent or conditioned upon pursuit of any remedies against Franchisee or any other person;

d. Guarantor(s) liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims which Franchisor may from time to time grant to Franchisee or to any other person, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Franchise Agreement, including renewals thereof;

e. this Guaranty will be continuing and irrevocable during the term of the Franchise Agreement, including renewals thereof; and,

f. Franchisor's rights under this Guaranty will not be exhausted by any action of Franchisor until all of the terms, covenants, and conditions of the Franchise Agreement have been met.

6. Guarantor waives all of the following, whether created or imposed by or under statute, common law, or otherwise:

a. any right to require Franchisor to proceed against Franchisee or any other person or any security now or hereafter held by Franchisor or to pursue any other remedy whatsoever;

b. any defense based upon any legal disability of Franchisee or any Guarantor, or any discharge or limitation of the liability of Franchisee or any Guarantor to Franchisor, or any restraint or stay applicable to actions against Franchisee or any other Guarantor, whether such disability, discharge, limitation, restraint or stay is consensual, or by order of a court or other governmental authority, or arising by operation of law or any liquidation, reorganization, receivership, bankruptcy, insolvency or debtor-relief proceeding, or from any other cause;

c. all setoffs, counterclaims, presentment, demand, protest or notice of any kind, except for any notice which may be expressly required by the provisions of this Guaranty.

d. any defense based upon the modification, renewal, extension or other alteration of the obligations under the Franchise Agreement, or of the documents executed in connection therewith;

e. any defense based upon the negligence of Franchisor, including, without limitation, the failure to file a claim in any bankruptcy of the Franchisee or any guarantor;

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f. all rights of subrogation, reimbursement, and, indemnity;

g. any defense based upon or related to Guarantor's lack of knowledge as to Franchisee's financial condition;

h. any and all rights to revoke this Guaranty in whole or in part;

i. any defense based upon any action taken or omitted by Franchisor in any bankruptcy or other insolvency proceeding involving Franchisee; and,

j. all rights and defenses arising out of an election of remedies by Franchisor, even though that election of remedies impairs or destroys Guarantor's right of subrogation and/or reimbursement against Franchisee.

7. Guarantor agrees to pay upon Franchisor's demand, Franchisor's reasonable out-of-pocket costs and expenses, including but not limited to attorneys' fees, costs and disbursements, incurred in any effort to collect or enforce any of the terms, covenants or conditions of the Franchise Agreement, or this Guaranty, regardless whether any lawsuit is filed.

8. Guarantor, and each of the persons or entities executing this Guaranty as Guarantor individually, makes the following representations and warranties, which are deemed to be continuing representations and warranties until payment and performance in full of terms, covenants, and conditions of the Franchise Agreement:

a. Guarantor has all the requisite power and authority to execute, deliver and be legally bound by this Guaranty on the terms and conditions herein stated;

b. this Guaranty constitutes the legal, valid and binding obligations of Guarantor enforceable against Guarantor in accordance with its terms;

c. the execution and delivery of this Guaranty and the consummation of the transaction contemplated hereby will not, with or without notice and/or lapse of time: (i) constitute a breach of any of the terms and provisions of any Note, contract, document, agreement or undertaking, whether written or oral, to which Guarantor is a party or to which Guarantor's property is subject; (ii) accelerate or constitute any event entitling the holder of any indebtedness of Guarantor to accelerate the maturity of any such indebtedness; (iii) conflict with or result in a breach of any writ, order, injunction or decree against Guarantor of any court or governmental agency or instrumentality; or (iv) conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation;

d. No consent of any other person is required in connection with the valid execution, delivery or performance by Guarantor of this Guaranty; and,

e. this Guaranty and any other statement furnished by Guarantor to Franchisor contain no untrue statements of material fact or omits to state a material fact necessary in order to make the statements contained herein or therein true and not misleading.

9. Each Guarantor understands and agrees that each is bound by the Dispute Resolution covenants of the Franchise Agreement found at Article 16 which are incorporated herein by this reference as if fully set forth here.

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10. The Recitals are incorporated herein by this reference.

IN WITNESS WHEREOF, each of the undersigned has affixed his, her, or its signature as of the date first found above.

FRANCHISOR

ROBIN AUTOPILOT USA, LLC,

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

FRANCHISEE

_____
Print Name: _____
Date: _____

_____
Print Name: _____
Date: _____

OR
IF FRANCHISEE IS A BUSINESS ENTITY

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

GUARANTORS

_____ _____
print name: _____ print name: _____
date: _____ date: _____

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EXHIBIT 6
STATE ADDENDA

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FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement, agreed to this _____ day of _____, 20__, between Robin Autopilot USA, LLC and _____, amends and revises said Franchise Agreement as follows:

1. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for Robin Autopilot USA, LLC is amended as follows:

a. The California Franchise Relations Act provides rights to Franchisee concerning termination or nonrenewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement.

b. Any Article of the Franchise Agreement that terminates the Franchise Agreement upon the bankruptcy of the Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

c. The Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

b. The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision may not be enforceable for any cause of action arising under California law.

c. The Franchise Agreement requires application of the laws of a state other than California. This provision may not be enforceable under California law.

d. The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in the Franchise Agreement with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

e. We will refrain from collecting the IFF or any other fees from you until we have delivered all of our pre-opening services ~~(Item 11)~~ and you are open for business. At that time we will collect all pre-opening fees that are due to us.

2. Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the California Investment Law or the California Franchise Relations Act are met independently of this Addendum. If the jurisdictional requirements identified in the prior sentence are met, then the terms of this Addendum will prevail over any inconsistent terms in the Franchise Agreement, or exhibits or attachments thereto.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

ROBIN AUTOPILOT USA, LLC

By: _____

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President

FRANCHISEE

_____	_____
Signature	Signature
_____	_____
Signature	Signature

(If a business entity)

Company Name: _____
by: _____
its _____

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EXHIBIT 7
ACH AGREEMENT

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ACH AUTHORIZATION FOR DIRECT PAYMENTS (ACH DEBITS)
(Please complete and sign this form)

Franchisee Name or Legal Entity: [Franchisee Entity Name]

Franchisee Location Number & Address: [Location Number, Street, City, State and Zip Code]

Name and E-mail of Person to Receive ACH Debit Advice: [Owner Name and Designated E-mail]

I (we) hereby authorize Robin Franchising, LLC ("Franchisor") to make ACH withdrawals from my (our) account at the financial institution named below. I also authorize Franchisor to initiate direct deposits into this account if a debit entry is made in error. I (we) acknowledge that the origination of ACH transactions to or from my (our) account must comply with the provisions of U.S. law.

I agree to indemnify Franchisor for any loss arising if any withdrawals from my (our) account will be dishonored, whether with or without cause and whether intentionally or inadvertently.

This agreement will remain in effect until Franchisor has received advanced written notice of cancellation from Franchisee in such time and manner as to afford Franchisor a reasonable opportunity to act on it, and in no event will such notice period be less than 30 days.

Name of Financial Institution:

ABA Routing Number:

Account Number: Checking ☐ Savings ☐

Authorized Signature (Primary): Date:

Authorized Signature (Joint): Date:

Account holder(s), please sign here: (Joint accounts require the signature of all persons having authority over the account)

Please attach a voided check, mail, fax or email to: Robin Franchising, LLC; Attn: Franchise Department; _____, and Fax: (___) _____; franchise@robineautopilot.com.

ATTACH VOIDED CHECK HERE

©2018 Robin Autopilot USA, LLC All Rights Reserved Gen CA MI 3-3-18; 9-21-18

EXHIBIT 8
EQUIPMENT AGREEMENT

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Equipment Supply, Sale and Security Agreement

This Equipment Supply, Sale and Security Agreement (the "Agreement") is made by and between Coralview Technologies, LLC, a Delaware limited liability company ("Coralview"), the undersigned franchisee ("Franchisee"), and the undersigned Franchisee guarantor ("Guarantor") effective as of the date set forth on the signature page to this Agreement (the "Effective Date"). Coralview and Franchisee are sometimes collectively referred to as the "Parties" and individually as a "Party."

RECITALS:

A. Franchisee is the franchisee of a Robin Autopilot Business (the "Business") from Robin Autopilot USA, LLC ("Robin") pursuant to that certain Franchise Agreement between Robin and Franchisee (as may be amended, the "Franchise Agreement").

B. Pursuant to the terms of the Franchise Agreement and this Agreement, Franchisee has the right and obligation to purchase the Equipment (defined below) from Coralview for use in the Business, subject to the terms and conditions of this Agreement and the Franchise Agreement.

C. As provided below, Guarantor guarantees Franchisee's obligations under this Agreement.

AGREEMENT:

Now, therefore, for and in consideration of the mutual covenants set forth in this Agreement and the Franchise Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until it is terminated upon the earlier of (a) the mutual written agreement of the Parties, and (b) applicable law.

2. Purchase Orders; Pricing

(a) Orders for equipment sold by Coralview for use in Franchisee's Business ("Equipment") shall be placed online over the internet utilizing the form of purchase order (the "Purchase Order") provided on the Robin Aviator platform located at aviator.robinautopilot.com ("Robin Aviator").

(b) Prices for the various items of Equipment, as well as shipping costs, reserve payments, financing terms, and all other terms applicable to this Agreement and a Purchase Order, will be as presented on Robin Aviator, the Purchase Order, and the Confirmation (defined below), as applicable. By execution of this Agreement, Franchisee confirms and agrees to the terms and conditions applicable to each purchase of Equipment as set forth in Robin Aviator, the Purchase Order, and the Confirmation. Submission of each Purchase Order will affirm Franchisee's understanding and agreement to such terms and conditions. If a term in a Confirmation is inconsistent with a term contained in this Agreement or a Purchase Order, the term in the Confirmation will control. Without limiting the foregoing, any additional, contrary or different terms

contained in any Purchase Order or other request or communication by Franchisee pertaining to the sale of Equipment by Coralview, and any attempt to modify, supersede, supplement or otherwise alter this Agreement, will not modify this Agreement or be binding on the Parties, and shall be void and have no effect unless such terms have been included in the corresponding Confirmation or fully approved in a signed writing by authorized representatives of both Parties.

3. Acceptance by Confirmation, Rejection of Orders; Payments.

(a) Coralview will accept a Purchase Order for Equipment by confirming the Purchase Order in writing (by email) by purchase order confirmation (the "Confirmation") within seven (7) days of its receipt of the Purchase Order. It is anticipated, that each Confirmation will include, among other terms, the following:

(i) the name of the Franchisee;

(ii) the Franchise Identifier;

(iii) the billing address;

(iv) the shipping address;

(v) the anticipated delivery date;

(vi) the Confirmation identifier number;

(vii) the items of Equipment Ordered, quantity ordered, and quantity confirmed;

(viii) the purchase price for each item of Equipment included in the Purchase Order, freight and shipping costs;

(ix) the election of Franchisee to pay the subject Purchase Order all in cash pursuant to Section 6(a), or to finance a portion of the purchase price in accordance with Section 6(b);

(x) the financing terms, if applicable, including down payment, the amount financed, the total amount of interest (the "Finance Charge") and the total amount Franchisee will pay if Franchisee elected to make payment on the installment basis, payment start dates, and weekly payment amounts;

(xi) the Weekly Replacement Reserve Fee; and

(xii) such other information determined appropriate or necessary by Coralview.

(b) Coralview may reject a Purchase Order in whole or in part, or based upon

availability, reduce the quantity of an item requested in a Purchase Order in its sole discretion, without liability or penalty, and without constituting a waiver of any of Coralview's rights or remedies under this Agreement. Coralview will provide written notice of a rejection in whole or in part, or a reduction, within the Confirmation.

(c) Payments for all Equipment will be due upon Franchisee's receipt of a Confirmation and payable in accordance with Section 6 from Franchisee's Bank Account as established in accordance with the Franchise Agreement (the "Account").

4. Receipt and Packing Label. When the Equipment is shipped, Coralview will issue a receipt which will set forth (a) the items of Equipment actually shipped and their price, (b) the serial numbers for each item of Equipment as applicable, (c) the date of the purchase, (d) any sales tax, value-added tax or other tax collected as part of the transaction, (e) shipping charges , (f) the total charges, (g) the total Amount Financed (as applicable), (h) the total cash received and (i) an acknowledgment of payment for such Equipment. In addition, each shipment will be accompanied by a packing label which will include (a) the items of Equipment actually shipped and (b) the serial numbers for each item of Equipment as applicable.

5. Delivery of Equipment; Transfer of Title and Risk of Loss; Return Policy.

(a) Unless otherwise expressly agreed to by the Parties in writing, Coralview shall select the method of shipment of and the carrier for any Equipment ordered by Franchisee and shall arrange to deliver or have delivered such Equipment to Franchisee's designated destination in the continental U.S. Franchisee shall bear the entire cost and expense of freight and shipping to the final destination of the Equipment.

(b) Title to any Equipment shipped under this Agreement passes to Franchisee upon delivery of the Equipment to Franchisee. Title will transfer to Franchisee even if Coralview has not been paid for such Equipment, provided that Franchisee will not be relieved of its obligation to pay for Equipment in accordance with the terms of this Agreement. Notwithstanding any agreement between Coralview and Franchisee concerning transfer of title or responsibility for shipping costs, risk of loss to Equipment shipped under this Agreement or any Purchase Order related thereto passes to Franchisee upon delivery of such Equipment to the delivery location specified in accordance with the Confirmation and Section 5(a).

(c) Franchisee may not return any Equipment to Coralview for credit or refund except for Defective Equipment (defined below) in accordance with Section 8.

(d) Franchisee shall acknowledge receipt of the Equipment by marking it received on Robin Aviator; provided, however, Franchisee will be deemed to have received the Equipment if Franchisee has not notified Coralview in writing within seven (7) days of delivery of the Confirmation to Franchisee.

6. Payment Terms. Pursuant to each Purchase Order, Franchisee may elect to either pay such invoice in full in cash in accordance with Section 6(a), or it may elect to finance a portion of the Equipment that can be financed in accordance with the terms set forth in Robin Aviator and in the applicable Purchase Order, on the terms set forth in Section 6(b).

(a) If Franchisee elects to pay a Purchase Order in full in cash, then in the subject Purchase Order Franchisee will authorize Robin, on behalf of Coralview, to withdraw all of the funds due and payable by Franchisee with respect to such Purchase Order from Franchisee's Account. The payment will be deducted from the Account and paid to Coralview upon delivery of the Confirmation to the Franchisee.

(b) If Franchisee elects to pay a portion of a Purchase Order on the installment basis (an "Installment Sale"), then Franchisee must pay in cash the required down payment for the applicable Purchase Order as set forth in Robin Aviator and the applicable Confirmation. Such cash payment shall be made in accordance with Section 6(a). The balance of the Purchase Order will be paid on the then applicable Installment Sale terms as set forth in this Agreement (including Exhibit A), in Robin Aviator and the subject Confirmation.

(c) To secure payment of Franchisee's indebtedness to Coralview hereunder, under any and all Installment Sales, and the performance of all obligations of Franchisee hereunder, Franchisee hereby grants to Coralview a continuing security interest in all of the Equipment purchased by Franchisee pursuant to this Agreement and one or more Purchase Orders, or any other agreement, including all warranties, attachments, accessories and optional features therefor (whether or not installed thereon) and all substitutions, replacements, additions and accessions thereto, and proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper to secure the payment of all sums due hereunder. Franchisee will, at its expense, do any act and execute, acknowledge, deliver, file, register and record any documents which Coralview deems desirable in its discretion to protect Coralview's security interest in the Equipment and Coralview's rights and benefits under this Agreement and under any Installment Sale, including but not limited to having Coralview recorded as first lien holder on the Equipment title and having a Form UCC-1 filed of record at such locations as Coralview determines appropriate.

(d) Franchisee hereby irrevocably appoints Coralview as Franchisee's attorney-in-fact for the signing and filing of such documents and authorizes Coralview to delegate these limited powers. Franchisee acknowledges the signature of Coralview or said delegatee upon such documents to be the same as Franchisee's own for all purposes and with the present intent to authenticate the document.

(e) Franchisee represents and warrants to Coralview that:

(i) Franchisee has the power to make, deliver and perform under this Agreement and each Installment Sale;

(ii) the person executing and delivering this Agreement and each Purchase Order is authorized to do so on behalf of Franchisee;

(iii) Franchisee will use the Equipment only in its Business and not for personal, family or household use;

(iv) this Agreement and each Purchase Order constitutes a valid obligation of Franchisee, legally binding upon it and enforceable in accordance with its terms;

(v) Franchisee shall provide all financial information and reporting as Coralview may reasonably require;

(vi) all credit, financial and other information submitted to Coralview in connection with this Agreement and each Purchase Order is and shall be true, correct and complete;

(vii) Franchisee will not change its name, principal place of business or primary residence and, if a business entity, state of formation or form of business organization (including any merger, consolidation, reincorporation or such similar restructuring) without prior written notice to Coralview;

(viii) Franchisee has sole responsibility for complying with use related regulations in regard to the Equipment;

(viii) Franchisee is in compliance in all material respects with all applicable laws and contracts relating to this Agreement and the operation of its Business; and

(ix) Franchisee has obtained all material licenses, authorizations, approvals, consents or permits required by applicable laws to conduct its Business generally and to perform its obligations under this Agreement.

(f) Coralview may share any Franchisee information provided by Franchisee pursuant to this Agreement and/or gathered by Coralview with any affiliate of Coralview, including, without limitation Robin, and any lender to or investor in, Robin or any of its affiliates. If any Equipment is equipped with an equipment monitoring system, including, but not limited to, Robomow's RMS system via an API, Franchisee agrees to permit Coralview or any of its affiliates or designees, to access data concerning the Equipment, its condition, location, and its operation that will be transmitted from the monitoring system (i) to administer, implement and enforce the terms and conditions of this Agreement, (ii) to recover the Equipment if necessary, and/or (iii) to improve upon Coralview's products and services. Franchisee understands and agrees that the information transmitted may include the serial number, location, operational data, including but not limited to fault codes, service meter hours, software and hardware version numbers, and installed attachments.

(g) Franchisee agrees that Coralview may, with or without notice to Franchisee, assign, pledge, sell or encumber all or any part of this Agreement, the Equipment or any portion thereof, all or any part of one or more Purchase Orders, Confirmations, Installment Sales, the payments under this Agreement and one or more Purchase Orders, Confirmations, and Installment Sales, and any security interest and

other right of Coralview under this Agreement and one or more Purchase Orders, Confirmations, and Installment Sales. In the event of any such assignment, Franchisee agrees to unconditionally pay directly to any such assignee such amounts Coralview receives from Franchisee in good, collected funds which relate directly to the interests so assigned. THE RIGHTS OF ANY SUCH ASSIGNEE SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH FRANCHISEE MAY HAVE AGAINST CORALVIEW. If requested, Franchisee shall assist Coralview in the assignment of any of its the rights under this Agreement or one or more Purchase Orders, Confirmations, and Installment Sales, shall sign a notice of assignment in a form approved by Coralview and if notified by Coralview, Franchisee shall make all payments due under this Agreement or any invoice to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, Franchisee consents to the sharing of its credit file information, including personal information relating to Franchisee's principals, with any potential assignee or any employee, agent or other representative thereof, so long as such recipient agrees with Coralview to maintain the confidentiality of such information. Upon any assignment by Coralview of any of its rights hereunder or under one or more Purchase Orders, Confirmations, and Installment Sales, and except as may otherwise be provided herein, all references in this Agreement to "Coralview" shall include such assignee. Subject always to the foregoing, this Agreement shall inure to the benefit of, and are binding upon, Franchisee's and Coralview's respective successors and assigns. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Coralview on the signature page thereof as the original will constitute original chattel paper. A photocopy or facsimile of this Agreement will be legally admissible under the "best evidence rule." A signed copy of this Agreement and/or any related document sent by electronic means shall be treated as an original document and shall be admissible as evidence thereof, and all signatures thereon shall be binding as if manual signatures were personally delivered.

7. Limited Warranty. Subject to the provisions of Section 6, Coralview warrants to Franchisee (the "Coralview Warranty") that Franchisee will receive good and valid title to the Equipment, free and clear of all encumbrances and liens of any kind. Upon delivery of Equipment to Franchisee, Coralview will be deemed to assign to Franchisee any warranty in material or workmanship for the period provided under such warranty (the "Product Warranty") that Coralview receives from the seller of the Equipment to Coralview (the "Coralview Seller"). Copies of the Product Warranties assigned to the Franchisee will be available on Robin Aviator and are subject to change at the discretion of the Coralview Seller. The Product Warranty does not apply to any Equipment that: (a) Franchisee fails to maintain through ordinary or routine maintenance in accordance with Coralview's or Coralview Seller's product manual for the Equipment or otherwise communicated to Franchisee from time to time, (b) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or used contrary to any instructions issued by Coralview or Coralview Seller; (c) has been reconstructed, repaired or altered by any person other than authorized and properly trained staff of Coralview or Coralview Seller; or (d) is used in combination with any third-party products, hardware, product or software that has not been previously approved in writing by Coralview; *provided*, *however*, that Franchisee's use of the Equipment in connection with its proprietary

robot door technology has been approved by Coralview.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE EQUIPMENT TO BE PROVIDED UNDER THIS AGREEMENT WILL BE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION OR ANY OTHER WARRANTY WHATSOEVER, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

8. Service Parts. This Section 8 is Franchisee's sole and exclusive remedy with respect to Equipment that does not conform to the limited warranty pursuant to the terms and conditions of Section 7 ("Defective Equipment"). During the warranty period applicable to Defective Equipment, Coralview will provide at no charge and freight pre-paid any and all service parts needed to repair or replace any such Defective Equipment as reasonably requested by Franchisee. All such service parts will be delivered to the location of the Defective Equipment in the continental U.S. Franchisee will perform all in-field labor and shall be responsible for making any needed repairs at its sole expense with any replacement parts supplied by Coralview, utilizing Coralview Customer Service Center as required for expertise and support. Any and all repairs undertaken by Franchisee or its authorized representative shall be made in a careful and workman like manner in compliance with all applicable service manuals, updates, guidelines or training information provided by Coralview in connection with the Equipment. Franchisee agrees to use only original equipment replacement parts provided by Coralview in connection with any and all repairs to the Equipment during the term of this Agreement. Service parts provided hereunder or in connection herewith may only be used to repair Equipment purchased hereunder and may not be resold, traded to third-parties or installed on any other equipment.

9. Possession, Use and Maintenance.

(a) Franchisee shall not:

(i) use, operate, maintain or store Equipment improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the normal and ordinary course of Franchisee's business;

(ii) abandon any Equipment;

(iii) remove, disable, or impair in any manner the Equipment monitoring system such as Robomow's RMS system via an API, if the Equipment is equipped with such system;

(iv) lease Equipment, permit the use of any Equipment by anyone other than Franchisee or its customer, or change the location of any Equipment from that specified above, without the prior written consent of Coralview;

(v) sell, assign transfer or create or allow to exist any lien, claim,

security interest or encumbrance on any of its rights hereunder or in any Equipment (except as expressly provided in this Agreement);

(vi) remove the Equipment from the United States;

(vii) relocate any Equipment to a place other than Franchisee's place of Business or its customer's location;

(viii) operate the Equipment in violation of applicable law or without all required permits and licenses necessary to use or operate the Equipment; or

(ix) Except as otherwise permitted herein or with the prior written consent of Coralview make any alterations, additions or improvements to any item of Equipment.

(b) Franchisee shall:

(i) maintain the location data for each robotic mower purchased pursuant to this Agreement (each, a "Mower") in Robin Aviator;

(ii) maintain each piece of Equipment in good operating order, repair and condition and perform maintenance at least as frequently as stated in any applicable operator's guide, service manual, or lubrication and maintenance guide;

(iii) be responsible for any normal or routine maintenance and upkeep of the Equipment including the cost and/or expense thereof and shall furnish any and all parts and labor required in connection therewith; or

(iv) notify Robin of the retirement or the end of useful life of any Mower by marking such Mower as retired in Robin Aviator.

(c) The Equipment is and shall remain personal property regardless of its use or manner of attachment to realty.

(d) Coralview and its agent shall have the right (but not the obligation) to inspect the Equipment and maintenance records relating to it, and observe its use and determine its hours of usage.

10. Replacement Reserve Fee; Loss or Damage; Theft.

(a) Franchisee will pay a Replacement Reserve Fee for each Mower in such amount and at such times as set forth in this Agreement (including Exhibit B), in Robin Aviator and the subject Confirmation. The obligation to pay the Replacement Reserve Fee will commence upon the shipment of the Mower and continue for the useful life of the Mower. The Replacement Reserve Fee will be subtracted from the Franchisee's Gross Revenue Balance as maintained on Robin Aviator

(b) From the time the Equipment is received by Franchisee, Franchisee shall bear the risk of any Equipment being, lost, stolen, destroyed, taken by government action or, in Coralview's opinion, irreparably damaged ("Casualty Occurrence") or suffering any other damage. Franchisee shall provide prompt written notice to Coralview of any Casualty Occurrence or other material damage to any Equipment.

(c) If the Casualty Occurrence attributable to such Equipment is its theft, or damage resulting from its theft and subsequent recovery, then the Franchisee shall file a police report within the earlier of (i) four hours after Franchisee becomes aware of such theft, and (ii) sixteen (16) hours following notification by Robin Aviator. If Franchisee provides to Coralview a timely certified police report confirming such theft, then Franchisee can pay Coralview the Replacement Payment (in such amount as set forth in this Agreement (including Exhibit B), in Robin Aviator and the subject Confirmation), and Coralview will replace such Equipment in exchange for the continuation of the payment of the remaining Installment Sale payments due pursuant to Section 6(b) with respect to the subject Equipment, if any.

(d) If the Casualty Occurrence attributable to such Equipment is its irreparable damage or destruction through no fault of the Franchisee or its customer, then the Franchisee shall provide to Coralview pictures of such Equipment and a certification by the customer, that such Equipment was damaged or destroyed on their property within seven (7) days of such damage or destruction. If Franchisee timely provides the pictures and certification to Coralview, then Franchisee can pay Coralview the Replacement Payment (in such amount as set forth in this Agreement (including Exhibit B), in Robin Aviator and the subject Confirmation), and Coralview will replace such Equipment in exchange for the continuation of the payment of the remaining Installment Sale payments due pursuant to Section 6(b) with respect to the subject Equipment, if any.

11. Indemnity. With regard to personal injury or damage to property other than the Equipment itself, the Parties shall defend, indemnify and hold each other harmless from any and all liabilities arising from their own respective material breach of this Agreement and/or otherwise arising from their own performance and/or failure to perform their obligations herein, negligent actions and/or their willful misconduct or negligence. The obligations arising under this Section shall survive expiration or termination of this Agreement.

12. Event of Default.

(a) If any Event of Default as defined in Exhibit A occurs that is not cured within 30 days of written notice thereof to Franchisee, Coralview shall have the right to terminate this Agreement, and to pursue any remedy set forth on Exhibit A, as well as any other remedy that might be available in law or in equity.

(b) EXCEPT IN THE CASE OF A CLAIM FOR INDEMNIFICATION PURSUANT TO SECTION 11 FOR PERSONAL INJURY OR DAMAGE TO PROPERTY OTHER THAN TO THE EQUIPMENT ITSELF, NEITHER PARTY SHALL CLAIM OR SEEK TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF ANY DEFAULT OF THIS

AGREEMENT AS AGAINST THE OPPOSITE PARTY. THE PARTIES HEREBY EXPRESSLY WAIVE AND DISCLAIM ANY SUCH CLAIMS OR RIGHTS RELATING TO PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

13. Guarantee.

(a) Guarantor guarantees to Coralview and its successors and assigns, that Guarantor will timely pay any amount required by this Agreement, including without limitation, each Purchase Order and Installment Sale, and shall perform each and every undertaking, agreement, and covenant set forth in this Agreement and any Exhibits attached hereto as each may be amended or renewed.

(b) Guarantor(s) further agrees to be personally bound by each and every term of this Agreement, as amended or renewed, and agrees to be personally liable for the breach of, and, if permitted, the cure of each and every breach of any term, covenant, or condition of this Agreement. Guarantor agrees that this Guaranty is one of payment and performance and not one of just collection.

(c) As part of the inducement given to Coralview by Guarantor to permit Franchisee to enter into this Agreement, Guarantor further agrees to waive each of the following:

(i) acceptance and notice of acceptance of the foregoing undertaking;

(ii) notice of demand for payment of any indebtedness or notice of any nonperformance of any obligations hereby guaranteed;

(iii) protest and notice of default with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

(iv) any right Guarantor may have to require that any action be first brought against Franchisee or any other person or entity as a condition of liability; and

(v) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

(d) Guarantor(s) further consent and agrees that:

(i) Guarantor is directly and immediately liable under this Section 13;

(ii) Guarantor shall render any payment or performance required under this Agreement upon demand of Coralview if Franchisee fails or refuses punctually to do so;

(iii) Guarantor’s performance shall not be contingent or conditioned upon pursuit of any remedies against Franchisee or any other person;

(iv) Guarantor's liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims which Coralview may from time to time grant to Franchisee or to any other person, none of which shall in any way modify or amend Guarantor's obligations under this Section 13, which shall be continuing and irrevocable;

(v) this Guaranty will be continuing and irrevocable so long as Franchisee has outstanding obligations under this Agreement; and

(vi) Coralview's rights under this Section 13 will not be exhausted by any action of Coralview until all of the terms, covenants, and conditions of this Agreement have been met.

(e) Guarantor waives all of the following, whether created or imposed by or under statute, common law, or otherwise:

(i) any right to require Coralview to proceed against Franchisee or any other person or any security now or hereafter held by Coralview or to pursue any other remedy whatsoever;

(ii) any defense based upon any legal disability of Franchisee or Guarantor, or any discharge or limitation of the liability of Franchisee or Guarantor to Coralview, or any restraint or stay applicable to actions against Franchisee or Guarantor, whether such disability, discharge, limitation, restraint or stay is consensual, or by order of a court or other governmental authority, or arising by operation of law or any liquidation, reorganization, receivership, bankruptcy, insolvency or debtor-relief proceeding, or from any other cause;

(iii) all setoffs, counterclaims, presentment, demand, protest or notice of any kind, except for any notice which may be expressly required by the provisions of this Section 13;

(iv) any defense based upon the modification, renewal, extension or other alteration of the obligations under this Agreement, or of the documents executed in connection therewith;

(v) any defense based upon the negligence of Coralview, including, without limitation, the failure to file a claim in any bankruptcy of the Franchisee or any guarantor;

(vi) all rights of subrogation, reimbursement, and, indemnity;

(vii) any defense based upon or related to Guarantor's lack of

knowledge as to Franchisee's financial condition;

(viii) any and all rights to revoke this Section 13 or this Agreement in whole or in part;

(ix) any defense based upon any action taken or omitted by Coralview in any bankruptcy or other insolvency proceeding involving Franchisee; and

(x) all rights and defenses arising out of an election of remedies by Coralview, even though that election of remedies impairs or destroys Guarantor's right of subrogation and/or reimbursement against Franchisee.

7. Guarantor agrees to pay upon Coralview's demand, Coralview's reasonable out-of- pocket costs and expenses, including but not limited to attorneys' fees, costs and disbursements, incurred in any effort to collect or enforce any of the terms, covenants or conditions of this Agreement, or this Section 13, regardless whether any lawsuit is filed.

14. Reporting. Coralview shall make available on Robin Aviator for each Franchisee periodic reports in a form substantively similar to Exhibit C. **Coralview reserves the right to alter the content of a report or the frequency of delivery of a report in its sole discretion**

15. Assignment. Without the prior written consent of Coralview, Franchisee shall not directly or indirectly assign, transfer or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by Change of Control, merger (whether or not such party is the surviving corporation), operation of law or any other manner. Any purported assignment or delegation in violation of this Section shall be null and void. "Change of Control" shall mean a sale of more than 50% of the equity of Franchisee or any of its subsidiaries or a sale of all or substantially all of the assets of Franchisee or any of its subsidiaries. Coralview shall have the right to assign this Agreement and all of its rights, obligations and responsibilities herein as provided in Section 6(g).

16. Taxes. All prices herein are exclusive of, and Franchisee is solely responsible for, and shall pay when due, any and all taxes, fees or assessments, however designated, levied or based upon this Agreement, a Purchase Order, Confirmation, Installment Sale, the sale, transfer, shipment, use, operation of or price of the Equipment (including interest and penalties thereon), or any combination of the foregoing, whether the same be payable by or assessed to Franchisee or Coralview, including but not limited to personal property taxes, gross receipts taxes, privilege taxes, excise taxes, license taxes, and sales and use taxes, but excluding taxes measured by the income of Coralview.

17. Confidentiality. Each Party warrants and covenants that all proprietary or confidential information disclosed by such Party to the other concerning the Equipment, formulae, operations, research, inventions, methods, acquisitions and sales, and all records, files, memoranda, reports, price lists, plans, documents and the like, which would not customarily be provided to third parties excluding information generally known to the public shall be deemed confidential in nature ("Confidential Information"). Neither Party shall disclose such Confidential Information to any third party directly or indirectly, or use, disseminate or disclose

such information at any time absent a clear legal obligation to do so in the form of a court order, subpoena, or similar regulatory requirement. Notwithstanding the foregoing, the Parties may disclose Confidential Information to its corporate parents, subsidiaries and each of their respective attorneys, accountants, and/as required by law or pursuant to a subpoena. This Section along with the duties and obligations contained herein shall survive expiration or termination of this Agreement.

18. Disclosure of Relationship. Franchisee is entitled to disclose the existence of this Agreement and the use of the Equipment to third-parties; provided that this Agreement and its specific terms may only be disclosed by Franchisee pursuant to court order, or similar legal obligation unless Coralview agrees in writing to any such disclosure. Coralview may disclose the existence and terms of this Agreement as it determines appropriate.

19. Compliance with Laws. The Parties shall at all times comply with all laws and regulations applicable to this Agreement. If this Agreement becomes illegal under any subsequent law or regulation (or any subsequent interpretation by a court of competent jurisdiction of an existing law or regulation), then this Agreement shall terminate immediately and automatically without notice. In that event, neither Party shall have any continuing obligation to the other Party under this Agreement, except any obligation that shall have accrued before the date of termination.

20. Relationship of Parties. Nothing contained herein shall be construed to place the Parties in the relationship of partners, joint venturers, or principal and agent. Neither Party is authorized to assume or undertake any obligations of any kind, express or implied, on behalf of the other Party, except as expressly provided herein.

21. Entire Agreement. This instrument, together with each Purchase Order, Confirmation, Installment Sale and Robin Aviator (as it relates to any of the foregoing) constitutes the entire agreement between Coralview and Franchisee with respect to the subject matter contained herein and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof. Except as provided in this Agreement as it relates to amendments, supplements and alterations pursuant to a Purchase Order, Confirmation, Installment Sale or Robin Aviator (as it relates to any of the foregoing), this Agreement shall not be amended, altered or changed except by a written agreement signed by the Parties.

22. Notices. Service of all notices under this Agreement shall be sufficient if (a) delivered personally, (b) mailed via certified mail return receipt requested or overnight carrier of national repute, or (c) sent via e-mail with confirmation of transmission and the receiving party delivers a written confirmation of receipt of such e-mail, to the other Party at its address set forth on the signature pages to this Agreement, or at such address as such Party may provide in writing from time to time and any such notice shall be effective when sent to the other Party in accordance with the requirements of this Section 22. Both Parties agree to immediately notify the other in writing of any change in the Party's name or address or discontinuance of its place or places of business.

23. Waiver. The waiver by Coralview of any breach shall not be deemed to be a

permanent or continuing waiver of any preceding or succeeding breach. The subsequent acceptance of payment of any amount due hereunder by Coralview shall not be deemed to be a waiver of any breach, regardless of Coralview's knowledge at the time of acceptance of such payment.

24. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. Force Majeure. Coralview shall not be liable or responsible to Franchisee, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if such failure or delay is caused by or results from acts beyond Coralview's control, including: (a) acts of nature; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) requirements of law or changes of law or regulations adversely affecting the sale or the requirements for sale of the Equipment; (e) actions, embargoes or blockades that come into effect after the date of this Agreement; (f) action by any governmental authority (whether or not having the effect of law); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) delays in receiving raw materials; or (j) delays in transport caused by third-party carriers.

26. No Third-Party Beneficiaries. Each Party agrees that (a) its representations, warranties, covenants and agreements set forth in this Agreement are solely for the benefit of the other Party, in accordance with and subject to the terms of this Agreement, and (b) this Agreement is not intended to, and does not, confer upon any Person other than the Parties any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth in this Agreement.

27. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, without regard to the conflict of laws rules of any state.

28. Attorneys' Fees. If a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, then the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

29. Counterparts; Effectiveness. This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each Party and delivered (by telecopy, electronic delivery or otherwise) to the other Party. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in Portable Document Format, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature page follows]

The Parties have executed this Agreement as of the day and year set forth below each Party's signature block, but it is effective for all purposes as of _____ (the "Effective Date")

CORALVIEW:

Coralview Technologies, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____
Dated: _____

Address for Notice:
4801 Spring Valley Rd. Ste. 20
Farmers Branch, TX 75244

Attn: Justin Crandall
Email: franchise@robinautopilot.com

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Dated: _____

Address for Notice:

_____
_____
_____
Attn: _____
Email: _____

GUARANTOR:

_____
_____

By: _____
Name: _____
Title: _____
Dated: _____

Address for Notice:

_____
_____
_____
Attn: _____
Email: _____

Exhibit A
Installment Sale Terms and Conditions

	Except as otherwise expressly provided herein, the obligations of Franchisee hereunder and under an Installment Sale shall not be affected by any defect in, damage to, loss of or interference with possession or use of any Equipment, by the attachment of any lien or claim to any Equipment, or for any other cause.
Initial Rates, Fees and Scheduled Payments	Initial Mower Deposit: $150.00 Initial Finance Rate: 10.0% per annum Initial Weekly Payments: RS 612 Robotic Mower - $12.00 per week per Mower RC 308 Robotic Mower - $8.50 per week per Mower. Coralview will have the discretion to change the Initial Rates, Fees and Scheduled Payments on new Purchase Orders with 30 days' notice.
Allowable Financing / Initial Balance	The Franchisee will be allowed to finance the cost of the Mower and shipping costs. The Initial Balance shall be equal to the amount financed as disclosed on the Receipt
Deposit	Upon completing a Purchase Order, the election to finance a Mower and the receipt of the Confirmation, the Franchisee will make an Initial Deposit for each Mower ordered.
Finance Charges	Finance charges will be calculated using the Finance Rate disclosed on the relevant Confirmation. The charges will commence on the fifteenth day following the Confirmation date and end at such time as the amount financed and all Finance Charges have been paid. The periodic Finance Charge for a billing cycle is the sum of the periodic Finance Charge for each day in the billing cycle. To determine the periodic Finance Charge for a day in the billing cycle, multiply the Daily Periodic Rate by the Remaining Daily Balance. To determine the Remaining Daily Balance, (excluding any unpaid Finance Charges or other charges provided for under this Agreement), subtract any payments or credits that apply to the repayment of Initial Balance from the Initial Balance. The result is the daily balance. The Daily Periodic Rate for any Installment Sale is equal to the Finance Rate divided by 365 (366 during leap years).
Weekly Payments	Beginning on the third Wednesday following the receipt of the Confirmation the Franchisee shall make weekly payments for each Mower acquired. Weekly Payments for each Mower purchased under an Installment Sale shall be made on each Wednesday of the months March thru October for Franchisees

Exhibit A
Installment Sale Terms and Conditions

	located in the "Extended Season States" and April thru October for Franchisees located in the "Standard Season States" (as such states are defined on Robin Aviator). Weekly Payments shall be applied as follows: ***First,*** to accrued and unpaid Finance Charges ***Next,*** to the Replacement Reserve ***Next,*** to Late Fees ***Next,*** to Principal The Weekly Payments will be subtracted from the Franchisee's Gross Revenue Balance as maintained on Robin Aviator and shall continue until such time as the amount financed and all Finance Charges have been paid.
Standard Season States	AK, MT, ID, UT, WY, ND, SD, NE, CO, KS, OK, MN, IA, MO, WI, IL, MI, IN, OH, KY, TN, ME, VT, NH, MA, NY, CT, RI, PA, NJ, DE, MD, WV
Extended Season States	All other States ***not*** listed above as a Standard Season States
Prepayment	Franchisee may elect to prepay an Installment Sale in full at any time without premium or penalty. In order to prepay an Installment Sale the Franchisee will submit to Coralview a Prepayment Request for the specified Confirmation via Robin Aviator and Coralview will provide the Franchisee with a Prepayment Date and Amount. Upon acceptance by the Franchisee, Robin will withdraw the Prepayment Amount from the Franchisee's Account. No partial prepayments shall be allowed.
Events of Default	Each of the following constitutes an event of default ("Event of Default"): (a) Franchisee fails to make any payment when due; (b) any representation or warranty made to Coralview in connection with this Agreement or the Franchise Agreement is incorrect or misleading; (c) Franchisee, fails to observe, keep or perform any other material provision of this Agreement, Purchase Order, Confirmation or Installment Sale required to be observed, kept or performed by Franchisee and the failure continues for ten (10) days after written notice to Franchisee; (d) any default occurs under the Franchise Agreement or any other agreement between Franchisee and Coralview or any affiliate of Coralview;

	(e) Franchisee, Guarantor, or any guarantor of the Franchise Agreement (a "Franchisee Guarantor") ceases to do business, dies, becomes insolvent, makes an assignment for the benefit of creditors or files any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors; (f) filing of any involuntary petition under any bankruptcy statute against Franchisee or any Franchisee Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of the properties of Franchisee or any Franchisee Guarantor, unless the petition or appointment ceases to be in effect within thirty (30) days after filing or appointment; (g) there is a material adverse change in Franchisee's or Franchisee Guarantor's financial condition, business operations or prospects; and/or (h) termination, breach or repudiation of this Agreement, the Franchise Agreement, or a guaranty obtained by Coralview in connection with this Agreement.
Remedies Upon Default	If an Event of Default occurs, Coralview, at its option, may exercise any one or more of the following remedies: (a) proceed at law or in equity, to enforce specifically Franchisee's performance or to recover damages; (b) (i) declare this Agreement in default, (ii) cancel this Agreement, (iii) terminate Franchisee's right to use the Equipment and Franchisee's other rights, but not its obligations, under this Agreement and under the Franchise Agreement, and (iv) declare all amounts due or to become due under this Agreement, excluding any unearned portion of the Finance Charge, immediately due and payable; (c) recover any additional damages and expenses sustained by Coralview by reason of the breach of any covenant, representation or warranty contained in this Agreement; (d) enforce the security interest granted in this Agreement; (e) require Franchisee to assemble the Equipment and , at its expense, make it available to Coralview at a place designated by Coralview; (f) enter any premises where any Equipment may be located and take immediate possession thereof and remove (or disable in place) such Equipment (and/or any unattached parts) without notice, liability, or legal process; and (g) if Coralview financed Franchisee's obligations under any extended

	warranty agreement such as an Equipment Protection Plan, Extended Service Agreement, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, Coralview may cancel such extended warranty agreement on Franchisee's behalf and receive the refund of the extended warranty agreement fees that Coralview financed but had not received from Franchisee as of the date of the Event of Default. Time is of the essence of this Agreement. Franchisee agrees to pay all charges, costs, expenses and reasonable attorney's fees (to the extent then permitted by applicable law) incurred by Coralview in enforcing this Agreement. Coralview shall have all rights given to a secured party by law and may retain all monies paid by Franchisee hereunder as compensation for the reasonable use of the Equipment by Franchisee. Coralview may, at its option, undertake commercially reasonable efforts to sell the Equipment, and the proceeds of any such sale shall be applied: first, to reimburse Coralview for all reasonable expenses of retaking, holding, preparing for sale, and selling the Equipment, including any taxes, charges, costs, expenses and reasonable attorneys' fees incurred by Coralview; and second, to the extent not previously paid by Franchisee, to pay Coralview all amounts then due or accrued under this Agreement and any outstanding Installment Sale, including any accelerated payments, late payment charges, and fees. Further, Franchisee agrees that the proceeds received from the sale of the Equipment shall be applied first to the outstanding obligations owed under this Agreement (as provided above) and any outstanding Installment Sale and, as applicable, any surplus shall be applied to any other existing and future indebtedness or obligations of Franchisee to Coralview and/or Coralview's affiliates. Franchisee shall promptly pay any deficiency to Coralview. Franchisee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Equipment, with or without the Equipment being present at such sale, are all commercially reasonable. To the extent that Franchisee is entitled to any amounts from Coralview or its affiliates for any reason, Franchisee agrees that Coralview shall have the right to offset any such obligation up to the amount owed by Franchisee to Coralview or its affiliates. The remedies provided to Coralview shall be cumulative and in addition to all other remedies at law or in equity. If Franchisee fails to perform any of its obligations under this Agreement, Coralview may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable by Franchisee upon demand. No delay or failure on the part of Coralview to exercise any right hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any right preclude the exercise of any other right.

Exhibit B
Loss Procedures

Initial Rates, Fees and Scheduled Payments	Initial Replacement Reserve Fee: $1.00 per Mower per week Initial Replacement Fee : $300.00 per Mower replaced Coralview will have the discretion to change the Initial Rates, Fees and Scheduled Payments on new Purchase Orders with 30 days' notice
Replacement Reserves	The Replacement Reserve Fee shall be paid weekly and shall commence upon the shipment of the Mower and continue for the useful life of the Mower. The Replacement Reserve Fee will be subtracted from the Franchisee's Gross Revenue Balance as maintained on Robin Aviator For Mowers acquired pursuant to an Installment Sales Agreement, during the term of that Installment Sales Agreement, the Replacement Reserve Fee shall be deducted from the Weekly Payment during the months when a weekly payment is due and subtracted from the Franchisee's Gross Revenue Balance as maintained on Robin Aviator during the remaining months.
Theft and Loss	Coralview shall monitor the location of each Mower. In the event the Mower moves from its authorized location Coralview will alert the Franchisee In the event a Mower has been taken, the Franchisee shall immediately begin monitoring the location of the Mower on Robin Aviator. In addition the Franchisee shall file a police report within 4 hours of becoming aware of the theft, or at a maximum of 16 hours following a GPS notification of theft. The Franchisee shall make reasonable efforts to recover the Robotic Mower In the event the Mower is not recovered or is recovered and requires repairs the Franchisee shall submit a Theft and Damage Claim on Robin Aviator. The Theft and Damage Claim shall require a copy of the timely Police Report in order to be valid. (a) In the event a Mower is replaced the Franchisee will pay the Replacement Fee and Coralview will deliver a comparable Mower. Coralview shall bear the cost of shipping. If the replacement Mower was financed pursuant to an Installment Sale Agreement then the scheduled payments and duration will not change. (b) In the event the Mower is repaired the Franchisee shall pay the lesser of The Replacement Fee or the cost of repairs.

Exhibit C
Reports

Disclaimer	Coralview has the discretion to change the form and content of the Reports with 30 days' notice. The reports shall be available on Robin Aviator
Weekly Remittance Report	Weekly Coralview shall provide each Franchisee a report which presents the following information in aggregate ▪ Mower Inventory • Beginning Robotic Mowers in inventory • Robotic Mowers Acquired • Robotic Mowers lost to theft • Ending Robotic Mowers in inventory ▪ Theft and Damage Claims Outstanding ▪ Total Finance Payments made • Finance Charges • Principal Reduction • Late Charges ▪ Replacement Reserve Payments
Monthly Reports	Monthly Robin shall provide each Franchisee a report which presents the following information by invoice number ▪ Total Finance Payments Made • Finance charge • Principal reduction ▪ Completed Financing (by receipt number) ▪ Next payment due date and amount ▪ Late charges ▪ Replacement Reserve Payments

EXHIBIT 9
CLOSING ACKNOWLEDGEMENT

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CLOSING ACKNOWLEDGEMENT

Franchisee Name: _____
Address: _____
Telephone: _____
Today's Date: _____

A. GENERAL QUESTIONS

1. I had a face-to-face meeting with a franchise marketing representative. Yes_____ No_____. If yes, the date of said meeting was: _____

2. The date which I received the Franchise Disclosure Document (FDD) from Franchisor. _____

3. The earliest date on which I signed the Franchise Agreement or any other binding document (not including the Receipt). _____

4. The earliest date on which I delivered cash, check, or consideration to the franchise marketing representative or any other person. _____

5. Did you initiate negotiations about the Franchise Agreement with the Franchisor? Yes_____ No_____. If yes, what was that date? _____

B. REPRESENTATIONS

PLEASE RESPOND TO EACH PARAGRAPH. IN RESPONDING, PLEASE STATE WHETHER THE STATEMENT IS TRUE OR FALSE AND PROVIDE ANY OTHER INFORMATION THAT YOU IS IMPORTANT TO YOU

1. I had an opportunity to review the FDD and other agreements attached to the disclosure document and understand the terms, conditions, and obligations of these agreements.

☐ **Yes** ☐ **No**

_____ _____
_____ Initials

2. I had an opportunity to seek professional advice regarding the FDD, the Franchise Agreement and all matters concerning the purchase of my franchise.

☐ **Yes** ☐ **No**

_____ _____
_____ Initials

3. Except as specifically written in the Franchise Agreement, no promises, agreements, contracts, commitments, representations, understandings, "side deals" or otherwise have been made to or with me with respect to any matter, including, but not limited to, any representations or promises regarding advertising (television or otherwise), marketing, site location, operational assistance or other services.

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☐ **Agree** ☐ **Disagree**

_____ _____
_____ Initials

4. Even if promises, agreements, contracts, commitments, representations, understandings, "side deals" or otherwise have been made to or with me with respect to any matter, including, but not limited to, any representations or promises regarding advertising (television or otherwise), marketing, site location, operational assistance or other services, I have not relied in any way on any such promises, agreements, contracts, commitments, representations, understanding or "side deals" when making my decision to purchase this franchise.

☐ **Agree** ☐ **Disagree**

_____ _____
_____ Initials

5. No oral, written or visual claim or representation, promise, agreement, contract, commitment, representation, understanding or otherwise which contradicted or was inconsistent with the disclosure document or the Franchise or Regional Developer Agreement was made to me.

☐ **Agree** ☐ **Disagree**

_____ _____
_____ Initials

6. Even if an oral written or visual claim or representation, promise, agreement, contract, commitment, representation, understanding or otherwise which contradicted or was inconsistent with the disclosure document or the Franchise or Regional Developer Agreement was made to me, I have not relied in any way on any such matter the contradicts or is inconsistent with the disclosure document when making the decision to purchase this business.

☐ **Agree** ☐ **Disagree**

_____ _____
_____ Initials

7. Except as specifically stated in Item 19 of the disclosure document, no oral, written, visual, or other claim or representations were made which stated or suggested any sales, income, expense, profits, cash flow, tax effects or otherwise was made to me by any person or entity representing the Franchisor; or if made, I did not rely on the same when making my decision to purchase this business.

☐ **Agree** ☐ **Disagree**

_____ _____
_____ Initials

8. I have made my own independent determination that I have adequate working capital to develop, open, and operate my Franchised or RD Business.

☐ **Agree** ☐ **Disagree**

_____ _____
_____ Initials

9. I understand that my investment in this business contains substantial business risks and that there is no guarantee that it will be profitable.

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☐ **Agree** ☐ **Disagree**

_____ _____
_____ Initials

10. I acknowledge that the success of my business depends in large part upon my ability as an independent businessperson and my active participation in the day-to-day operation of the Business.

☐ **Agree** ☐ **Disagree**

_____ _____
_____ Initials

C. STATEMENTS OF THE FRANCHISOR

THE PARAGRAPHS BELOW ARE POLICIES OF THE FRANCHISOR. IF ANY IS UNTRUE OR IS CONTRADICTED BY YOUR EXPERIENCE, PLEASE PROVIDE AN EXPLANATION.

1. The Franchisor <u>does not permit</u> any employee, salesperson, officer, director or other individual to make or endorse any representations, warranties, projections or disclosures of any type relating to the financial success of the franchise business and, except as specifically stated in Item 19, or by you at the line below, no information as to sales, income, expenses, profits, cash flows, tax consequences or otherwise have been given to the Franchisee. I*f any such representations have been made to you by any person in the Franchisor's employ, please state so below and immediately inform the Manager of the Franchisor.*

_____

_____
Initials

2. The Franchisor <u>does not permit</u> any employee, salesperson, officer, director, franchisee, or other individual to project any results that a Franchisee can expect in the operation of the Business. *If any such representations have been made to you by any person, please state so below and immediately inform the Manager of the Franchisor.*

_____

_____
Initials

3. The Franchisor <u>does not permit</u> any promises, agreements, contracts, commitments, representations, understandings, "side deals" or variations or changes in or supplements to the Franchise Agreement except by means of a written addendum thereto signed by you and the Franchisor. *If any such deals or changes have been made or promised, please state so below and immediately inform the Manager of the Franchisor.*

_____

_____
Initials

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I have completed this Closing Acknowledgement and have disclosed any information that is contrary to any printed statement or have provided any other information that I deem to be important.

Done this _____ day of _____, 20___

FRANCHISOR

ROBIN AUTOPILOT USA, LLC,

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

FRANCHISEE

_____
Print Name: _____
Date: _____

_____
Print Name: _____
Date: _____

OR
IF FRANCHISEE IS A BUSINESS ENTITY

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

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EXHIBIT C
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EXHIBIT D
FINANCIAL STATEMENTS

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RXR◆CPA Accounting and Tax Solutions

ROBIN AUTOPILOT USA, LLC

FINANCIAL STATEMENTS

AND

INDEPENDENT AUDITORS' REPORT

FOR THE YEARS ENDED

DECEMBER 31, 2017

ROBIN AUTOPILOT USA, LLC

AUDITED FINANCIAL STATEMENTS

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INDEPENDENT AUDITORS' REPORT

To the Shareholder
Robin Autopilot USA, LLC
Dallas, TX

I have audited the accompanying balance sheet of Robin Autopilot USA, LLC as of December 31, 2017 and the related statements of income, owner's equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with U.S. generally accepted auditing standards. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Robin Autopilot USA, LLC as of December 31, 2017, and the results of its operations and its cash flows for the years then needed in conformity with U.S. generally accepted accounting principles.

Richard Robinett

Richard X. Robinett, C.P.A. LLC

February 9, 2018

ROBIN AUTOPILOT USA, LLC
BALANCE SHEET

ASSETS	December 31,
	2017
Current Assets	
Cash and Cash Equivalents	$ 99,598
Total Current Assets	99,598
TOTAL ASSETS	$ 99,598

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities	$ -
Total Current Liabilities	-
Members' Equity	
Paid In Capital	100,000
Retained Earnings (deficit)	(402)
Total Members' Equity (deficit)	99,598
Total Liabilities and Members' Equity	$ 99,598

See accompanying notes to the financial statements and accountant's audit report

ROBIN AUTOPILOT USA, LLC
STATEMENTS OF OPERATIONS

	For the Year Ended December 31,
REVENUE	**2017**
Franchise Revenue	$ -
License Revenue	-
TOTAL REVENUE	-
OPERATING AND ADMINISTRATIVE EXPENSES	
Memberships	402
Office Supplies	-
Professional Fees	-
Rent Expense	-
Telephone Expense	-
Utilities	-
TOTAL OPERATING EXPENSES	402
NET INCOME (LOSS)	**$ (402)**

See accompanying notes to the financial statements and accountant's audit report

ROBIN AUTOPILOT USA, LLC
STATEMENT OF MEMBERS' EQUITY

	For the Year Ended December 31, **2017**
Beginning Members' Equity	$ -
Contributions by Member	100,000
Current Year Net Income	(402)
Ending Members' Equity	$ 99,598

See accompanying notes to the financial statements and accountant's audit report

ROBIN AUTOPILOT USA, LLC
STATEMENT OF CASH FLOWS

	For the Year Ended December 31,
	2017
CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income	$ (402)
Adjs to reconcile net income to cash used in operating activities:	
Depreciation & Amortization	-
Cash Flow Changes in:	
Accounts Receivable	-
Net Cash Provided By Operating Activities	(402)
CASH FLOWS FROM FINANCING ACTIVITIES	
Opening Shareholder's Equity	100,000
Net Cash Used By Financing Activities	100,000
NET CHANGE IN CASH	99,598
CASH & CASH EQUIVALENTS, Beginning of the year	-
CASH & CASH EQUIVALENTS, End of the year	$ 99,598

See accompanying notes to the financial statements and accountant's audit report

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

Note 1: Description of the Company

Robin Autopilot USA, LLC (The Company) was incorporated in Texas as an LLC on October 26, 2017. The Company was organized to sell and administer franchises that will provide robot lawnmowers.

Note 2: Summary of Significant Accounting Policies

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities on a calendar year basis. Any prepaid fees will be reflected as a current liability.

Cash and Cash Equivalents

All checking accounts and deposits with a maturity of three months or less are considered to be cash equivalents.

Revenue

The Company's revenues from initial franchise sales will be recognized when substantially all significant services to be provided by the Company have been performed. Royalty, marketing, and support services income will be accrued as earned.

Use of Estimates

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

Provision for Income Taxes

The Company files federal and state income taxes as an S-Corporation. As such income taxes are the responsibility of the Company's members, and therefore no provision for income tax is provided in the accompanying financial statements.

Note 3: Concentration of Credit Risk

Financial instruments that potentially subject The Company to concentrations of credit risk consist of cash on deposit with a financial institution. The total on deposit is fully insured by the Federal Deposit Insurance Corporation (FDIC).

Note 4: Subsequent Events

Management has evaluated subsequent events through February 9, 2018 and determined there are none to report.

EXHIBIT E
LIST OF CURRENT AND FORMER FRANCHISEES

NONE

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

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EXHIBIT F
STATE ADDENDA

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THE STATE OF CALIFORNIA

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT

ITEM 2 is amended to provide the following:

The franchisor, any person or franchise broker listed in Item 2 of the disclosure document are not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

ITEM 3 is amended to state the following:

The franchisor, any person or franchise broker in Item 2 of the UFDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined by the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

ITEM 4 is amended to state the following:

No person previously identified in Item 2 of this Disclosure Document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code.

ITEM 5 is amended to state the following:

We will refrain from collecting the IFF or any other fees from you until we have delivered all of our pre-opening services (Item 11) and you are open for business. At that time we will collect all pre-opening fees that are due to us.

ITEM 12 is amended to state that we reserve the right to establish alternative channels of distribution within the Franchisee's territory without compensation to the franchisee.

ITEM 17 of the Disclosure document is amended to add the following:

The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise if the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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.)

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The Franchise Agreement requires Franchisee to sign a general release as a condition of transfer. This general release excludes claims arising under California law and will exclude any claims arising from representations in the FDD.

The Franchise Agreement contains a covenant not to compete which extends beyond the term of the agreement. This provision might not be enforceable under California law.

The Franchise Agreement requires litigation to be conducted through arbitration located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

The Franchise Agreement requires application of the laws of a state other than the State of California. This provision might not be enforceable under California law.

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

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516).

Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professional Code Sections 2000 through 20043.

The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California. The following URL address is for the franchisor's website:

www.robinautopilot.com

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.

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EXHIBIT G
LIST OF FRANCHISEE ORGANIZATIONS

NONE

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EXHIBIT H
RECEIPTS

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RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully.

If Robin Autopilot USA, LLC offers you a franchise, we must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island law requires 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 agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require 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 Robin Autopilot USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the New York State Department of Law, 120 Broadway, 23rd floor, New York, N.Y. 10271, and the appropriate state agency identified on Exhibit A.

Date of Issuance: January 15, 2018

The Franchisor is Robin Autopilot USA, LLC, ~~2216 Commerce Street,~~7250 Dallas Parkway, Suite 400 Plano, TX ~~75201~~75024, 855-910-8780.

The Franchise seller for this offering is Justin Crandall or Bart Lomont Robin Autopilot USA, LLC, ~~2216 Commerce Street,~~7250 Dallas Parkway, Suite 400 Plano, TX ~~75201 (~~75024, 855-910-8780~~). In addition, we also use the following independent franchise broker for the offer and sale of franchises: Franchise Hub, 5231 South Quebec Street, Greenwood Village, CO 80111 (844-372-6482).~~.

Robin Autopilot USA, LLC authorizes the respective state agencies identified in Exhibit A to receive services of process for it in the particular state.

I received these disclosure documents dated January 15, 2018 that included the following Exhibits:

Exhibit A. List of State Agencies/Agents for Service of Process
Exhibit B. Franchise Agreement
Exhibit C. Table of Contents
Exhibit D. Financial Statements
Exhibit E. Current Franchisees and Franchisees that have left the System
Exhibit F. State Specific Addenda
Exhibit G. List of Franchisee Organizations
Exhibit H. Receipt

_____ _____

Date Prospective Franchisee

Signed and dated Receipt should either be emailed to (franchise@robinautopilot.com), or mailed to either Justin Crandall or Bart Lomont, Robin Autopilot USA, LLC,

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~~Robin Autopilot USA, LLC authorizes the respective state agencies identified in Exhibit A to receive services of process for it in the particular state.~~

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~~Exhibit B. Franchise Agreement~~
~~Exhibit C. Table of Contents~~
~~Exhibit D. Financial Statements~~
~~Exhibit E. Current Franchisees and Franchisees that have left the System~~
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~~Exhibit H. Receipt~~

~~_____ _____~~
~~Date Prospective Franchisee~~

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RECEIPT

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New York and Rhode Island law requires 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 agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require 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 Robin Autopilot USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the New York State Department of Law, 120 Broadway, 23rd floor, New York, N.Y. 10271, and the appropriate state agency identified on Exhibit A.

Date of Issuance: January 15, 2018

The Franchisor is Robin Autopilot USA, LLC, ~~2216 Commerce Street,~~7250 Dallas Parkway, Suite 400, Plano, TX ~~75201~~75024, 855-910-8780.

The Franchise seller for this offering is Justin Crandall or Bart Lomont Robin Autopilot USA, LLC, ~~2216 Commerce Street, Dallas, TX 75201 (855-910-8780). In addition, we also use the following independent franchise broker for the offer and sale of franchises: Franchise Hub, 5231 South Quebec Street, Greenwood Village, CO 80111 (844-372-6482).~~7250 Dallas Parkway, Suite 400, Plano, TX 75024, 855-910-8780.

Robin Autopilot USA, LLC authorizes the respective state agencies identified in Exhibit A to receive services of process for it in the particular state.

I received these disclosure documents dated January 15, 2018 that included the following Exhibits:

Exhibit A. List of State Agencies/Agents for Service of Process
Exhibit B. Franchise Agreement
Exhibit C. Table of Contents
Exhibit D. Financial Statements
Exhibit E. Current Franchisees and Franchisees that have left the System
Exhibit F. State Specific Addenda
Exhibit G. List of Franchisee Organizations
Exhibit H. Receipt

_____ _____

Date Prospective Franchisee

Signed and dated Receipt should either be emailed to (franchise@robinautopilot.com), or mailed to either Justin Crandall or Bart Lomont, Robin Autopilot USA, LLC, 7250 Dallas Parkway, Suite 400, Plano, TX 75024

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Robin Autopilot USA, LLC authorizes the respective state agencies identified in Exhibit A to receive services of process for it in the particular state.

I received these disclosure documents dated January 15, 2018 that included the following Exhibits:

Exhibit A. List of State Agencies/Agents for Service of Process
Exhibit B. Franchise Agreement
Exhibit C. Table of Contents
Exhibit D. Financial Statements
Exhibit E. Current Franchisees and Franchisees that have left the System
Exhibit F. State Specific Addenda
Exhibit G. List of Franchisee Organizations
Exhibit H. Receipt

_____ _____
Date Prospective Franchisee

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