FRANCHISE DISCLOSURE DOCUMENT

U.S. LAWNS, INC.
A Florida Corporation
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U.S. LAWNS franchisees will operate a business to provide landscape maintenance and related services to commercial and residential customers.

The total investment necessary to begin operation of a U.S. LAWNS Standard Franchise as an owner-operator is $59,500 to $108,600. The total investment necessary to begin operation of a U.S. LAWNS Standard Franchise with a manager-operator is $112,700 to $192,600. These totals include $40,000 to $54,000 that must be paid to us or our affiliates. For honorably discharged veterans the total is $54,500 to $103,600 for owner-operated franchises and $107,700 to $187,600 for manager-operated franchises. These totals include $35,000 to $49,000 that must be paid to us or our affiliates. The total investment necessary to begin operation of a U.S. LAWNS Conversion Franchise is $40,800 to $98,600. This includes $30,000 to $44,000 that must be paid to us or our affiliates.

If you are an existing franchisee and meet our then-current criteria, you are eligible to enter into an Area Development Agreement with us to develop between one and three U.S. LAWNS Landscape Businesses. The total investment necessary to enter into an Area Development Agreement is $11,500 to $72,000. This includes $8,500 to $66,000 that must be paid to us or our affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Pam Dolan at the above address and telephone number.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C.20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: January 17, 2023

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

3. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate the business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

4. **Financial Condition**. The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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

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

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBITS

A. FINANCIAL STATEMENTS
B. FRANCHISE AGREEMENT (INCLUDING SCHEDULES, PERSONAL GUARANTEE AND ACKNOWLEDGEMENT ADDENDUM)
C. AREA DEVELOPMENT AGREEMENT
D. LIST OF CURRENT AND FORMER FRANCHISEES
E. LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS
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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "U.S. Lawns" or "we" mean U.S. Lawns, Inc., the franchisor. "You" means the franchisee or the person or business entity that buys the franchise. We conduct business under the name U.S. Lawns and maintain our principal place of business at 6700 Forum Drive, Suite 150, Orlando, FL 32821. We do not have any predecessors. Our agents for service of process are identified in Exhibit E.

We were incorporated in the state of Florida on August 26, 1986 and have been offering franchises for landscape maintenance since 1986. We have not in the past and, as of the date of this Disclosure Document, do not plan in the future to sell franchises in any other lines of business. We have not operated any other type of business.

Our parent is BrightView Companies, LLC, formerly known as ValleyCrest Companies LLC ("BVC"). The name and principal business address of each of the companies that directly or indirectly control us (meaning BVC and its parent companies) are as follows:

Name of Company	Principal Business Address	Ownership or Control of Company
BrightView Holdings, Inc. ("Holdings")	980 Jolly Road, Suite 300 Blue Bell, Pennsylvania 19422	Controlled by affiliates of Kohlberg Kravis Roberts & Co. Inc. and affiliates of MSD Partners, L.P.
BrightView Landscapes, LLC ("BrightView")	980 Jolly Road, Suite 300 Blue Bell, Pennsylvania 19422	Wholly-owned by Holdings
ValleyCrest Holding Co. ("ValleyCrest")	980 Jolly Road, Suite 300 Blue Bell, Pennsylvania 19422	Wholly-owned by BrightView
E.I.I. Holding Company ("EII")	980 Jolly Road, Suite 300 Blue Bell, Pennsylvania 19422	Wholly-owned by ValleyCrest
BrightView Companies, LLC ("BVC")	980 Jolly Road, Suite 300 Blue Bell, Pennsylvania 19422	Wholly-owned by EII

In May 1996, Environmental Care, Inc., a subsidiary of Environmental Industries, Inc., acquired us. In 1998, we became a subsidiary of Environmental Industries, Inc. In October 2002, Environmental Industries, Inc. changed its name to ValleyCrest Companies LLC, which subsequently changed its name to BrightView Companies, LLC on or about February 16, 2016. BVC is an indirect subsidiary of ValleyCrest Holding Co., which, in turn, became a subsidiary of the The Brickman Group Ltd. LLC ("Brickman") on June 30, 2014. On or about February 16, 2016, Brickman was renamed BrightView Landscapes, LLC ("BrightView").

BrightView Enterprise Solutions LLC, formerly known as Brickman Facility Solutions ("BES"), an affiliate of BrightView, provides consolidated exterior facilities maintenance solutions, including landscape services and snow services to customers throughout the United States. BES centrally manages these services for multi-site, geographically dispersed real estate portfolios and utilizes a network of subcontractors to perform the services under their direction ("Centrally Managed Accounts"). The customer sites may be located in U.S. LAWNS franchised territories. U.S. LAWNS franchisees may or may not be used as subcontractors for BES for sites located in franchised Territories. BES has its principal place of business at 6530 West Campus Oval, #300, New Albany, Ohio 43054.

Subsidiaries of BVC have operated in the landscape construction and maintenance industry since 1949. BVC is a full-service landscape company providing horticultural services through its subsidiaries including BrightView Landscape Development, Inc., BrightView Tree Company, BrightView Landscape Services, Inc. and BrightView Golf Maintenance, Inc. Through these subsidiaries BVC offers a wide variety of landscape related services. BVC operates in some of the same markets as U.S. LAWNS franchisees and offers competing services under different trade names. In addition, BrightView and its affiliates and subsidiaries also offer a wide variety of landscape related services and snow services in some of the same markets as U.S. LAWNS franchisees and offer competing services under a different trade name. BrightView, BVC and their related companies have not offered franchises in any line of business.

We franchise the right to operate a business (a "U.S. LAWNS Landscape Business") which provides, within a territory ("Territory"), certain landscape maintenance services identified in the Franchise Agreement (collectively, "Landscape Maintenance Services"). Such services include the following specific landscape maintenance and related services: (1) lawn mowing, edging, blowing, line trimming; (2) pruning, selective pruning, shearing, weeding, raking, and tree trimming of trees up to 15 feet in height; (3) fertilization; (4) lawn, shrub and tree insect and disease control, (5) pre-emergent and post-emergent weed control; (6) lawn and ornamental consultation; (7) irrigation installation, operation, inspection, consultation, repair, remedial installation and installation relating to landscape construction; (8) sales and installation of authorized landscape products and the sales and the installation of living landscape materials such as plants, trees, and flowers; (9) lawn seeding, overseeding, aerification, thatching and grading; (10) arborist services; and (11) snow management and other snow related services authorized by us. You will sign a Franchise Agreement in the form attached as Exhibit B (the "Franchise Agreement").

In addition to our standard franchise opportunities, we offer 2 types of conversion franchise opportunities to existing active landscape businesses. A conversion franchise is offered to those with businesses with gross billings of more than $250,000 per year; a small conversion franchise is offered to those that produce at least $125,000 but less than $250,000 of gross billings per year**.** For each Conversion Franchise, the franchisee will sign the Franchise Agreement and the Conversion Addendum attached as Schedule B to the Franchise Agreement. In Items 5 and 6 we describe modifications to the initial franchise fee, royalty fee and marketing contributions for conversion franchisees. In Item 6 we also describe an adjusted royalty fee schedule as part of renewals or transfers for franchisees that entered into a Franchise Agreement prior to April 18, 2018. Such franchisees can renew or transfer their existing agreement under the terms of the Franchise Agreement attached as Exhibit B and the appropriate Addendum included as part of Exhibit B. Except for the adjusted royalty fee set forth in the appropriate Addendum, conversion franchisees or franchisees renewing, transferring or entering into a new agreement for a new territory will sign the Franchise Agreement attached as Exhibit B.

In addition, we offer to select, qualified existing franchisees that meet our then-current standards and qualifications, the opportunity to acquire the right to develop U.S. LAWNS Landscape Businesses in multiple Territories under an Area Development Agreement attached as Exhibit C ("Area Development Agreement"). If you are considering entering into your first Franchise Agreement with us, you are not eligible to enter into an Area Development Agreement at this time, although you may qualify under limited circumstances for a one year option right for one additional franchise in an adjacent territory (Additional Territory Option Agreement attached as Schedule J to the Franchise Agreement).

If you are an existing franchisee and you sign an Area Development Agreement, you will receive the right to open a certain number of U.S. LAWNS Landscape Businesses in defined Territories over a defined period of time, as we determine, on the basis of the market potential and the size of the Territories. You must sign our then-current form of Franchise Agreement for each U.S. LAWNS Landscape Business you develop under the Area Development Agreement, which may contain terms different from the terms including in the current form Franchise Agreement attached as Exhibit B.

If you qualify, we may offer you an option to develop an additional U.S. LAWNS Landscape Business by entering into an Additional Territory Option Agreement, which is attached to the Franchise Agreement as Schedule J. This Additional Territory Option Agreement gives you a one-year option period to sign a Franchise Agreement for an adjacent territory.

The general market for providing landscape maintenance services is very competitive and widespread and includes national and regional competitors as well as local owner-operated firms and in-house operations.

U.S. LAWNS franchises are regulated by federal, state and local laws regarding pesticide usage and storage (including the Federal Insecticide, Fungicide and Rodenticide Act), the Occupational Safety and Health Act, and various state and local licensing requirements for contractors. You must operate your franchise in compliance with all of these laws as well other local, state and federal laws applicable that apply to businesses generally, and we urge you to make further inquiries about these laws. You may also be required to comply with any executive orders issued in response to the Covid-19 pandemic that may impact your business. It is your sole responsibility to obtain and keep in force all necessary licenses and permits required by public authorities.

Affiliated Programs

Through control with investment funds managed by Kohlberg Kravis Roberts & Co. Inc., a leading global investment firm, we are affiliated with the following franchise programs ("Affiliated Programs"). None of these affiliates operate or franchise a U.S. LAWNS franchise. All of these Affiliated Programs have different management from us, a different principal business address from us, and different training facilities from our offices.

Affiliated Programs offering franchises in the U.S.:

Since April 2010, The Grounds Guys SPV LLC, a Delaware limited liability company ("Grounds Guys"), and its predecessor (The Grounds Guys LLC) have offered franchises which perform and provide summer and winter commercial, residential and municipal property maintenance and landscaping services and other related products and services under the name The Grounds Guys®. Grounds Guys maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 195 The Grounds Guys franchises in operation in the U.S. The Grounds Guys franchisees offer some services that are similar to those sold by U.S. LAWNS franchisees.

Since January 2023, Lawn Pride SPV LLC, a Delaware limited liability company ("LAP") has been offering franchises for the operation of a business that provides lawn care and maintenance services through the application of fertilizer and other products, perimeter pest control services, and performance of related services including fungus control and prevention, grub treatments, aeration, mole control, and tree and shrub feeding and insect control (but specifically excluding mosquito or other flying pest, tick and flea control services), to both residential and commercial customers under the Lawn Pride trademark. LAP maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were no Lawn Pride franchised outlets and one affiliate-operated Lawn Pride business in operation in the U.S. LAP has never conducted business or offered franchises of the type described in this disclosure document.

Since August 1996, Mr. Appliance SPV LLC, a Delaware limited liability company ("Appliance") and its predecessor (Mr. Appliance LLC) have offered franchises which perform and provide service and repair on all major appliances for residential and commercial customers under the name MR. APPLIANCE®. Appliance maintains its principal place of business at 1010 North University Parks Drive,

Waco, Texas 76707. As of December 31, 2021, there were a total of 315 Mr. Appliance franchises in operation in the U.S.

Since 1993, Mr. Rooter SPV LLC, a Delaware limited liability company ("Rooter") and its predecessor (Mr. Rooter LLC) have offered franchises which provide plumbing and plumbing repair services; sewer, drain and pipe cleaning services; septic tank pumping; water heater replacement; TV pipe inspection; line and leak detection; hydronics; excavation and replacement of sewer lines and other related services and products in homes and commercial buildings under the names MR. ROOTER® and AMERICA'S TROUBLE SHOOTER®. Rooter maintains its principal place of business at 1010 North University Parks Drive, Waco, TX 76707. As of December 31, 2021, there were a total of 205 Mr. Rooter franchises in operation in the U.S.

Since 1981, Rainbow International SPV LLC, a Delaware limited liability company ("Rainbow International") and its predecessor (Rainbow International LLC) have offered franchises which provide carpet cleaning, dyeing, repair, reinstallation and related services; upholstery, drapery and ceiling cleaning and related services; and deodorization services under the names RAINBOW INTERNATIONAL®, RAINBOW INTERNATIONAL CARPET CARE & RESTORATION SPECIALIST®, RAINBOW INTERNATIONAL RESTORATION & CLEANING® and RAINBOW INTERNATIONAL RESTORATION®. In 1997, Rainbow International's predecessor added an option to perform air duct cleaning services. In 2000, Rainbow International's predecessor added water, smoke and disaster restoration services. In 2001, Rainbow International's predecessor added an option to perform mold remediation services. Rainbow International maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 315 Rainbow International franchises in operation in the U.S. In addition, Rainbow International offers Rainbow franchises in the UK (through a master franchise relationship), with 55 franchises in operation in the UK as of December 31, 2021.

Since 1992, Aire Serv SPV LLC, a Delaware limited liability company ("Aire Serv") and its predecessor (Aire Serv LLC), have offered franchises which provide installation, maintenance and repair of residential and commercial heating, ventilating and air-conditioning equipment under the name AIRE SERV®. Aire Serv maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 204 Aire Serv franchises in operation in the U.S.

Since 1994, Mr. Electric SPV LLC, a Delaware limited liability company ("Electric"), and its predecessor (Mr. Electric LLC) have offered franchises which perform electrical services and repairs under the name MR. ELECTRIC®. Electric maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 170 Mr. Electric franchises in operation in the U.S. In addition, as of December 31, 2021, there were a total of 7 Mr. Electric franchises in operation in Portugal, Australia and South Africa (through a master franchise relationship).

Since March 2004, Glass Doctor SPV LLC, a Delaware limited liability company ("Glass Doctor") and its predecessor (Synergistic International, LLC) have offered franchises that repair and replace auto and/or flat glass under the name GLASS DOCTOR®. From 1977 to March 2004, Glass Doctor's predecessors offered similar franchises. Glass Doctor maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 169 Glass Doctor franchises in operation in the U.S.

Since September 2007, Five Star Painting SPV LLC, a Delaware limited liability company ("Five Star Painting") and its predecessors (Five Star Painting, LLC and Five Star Paining, Inc.) have offered franchises which perform and provide residential and commercial painting services and other related

products and services under the name Five Star Painting®. Five Star Painting maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 225 Five Star Painting franchises in operation in the U.S. In addition, since 2016, Five Star Painting and its predecessor have offered franchises for residential and commercial painting services under the ProTect Painters marks. As of December 31, 2021, there were two ProTect Painters franchises in the U.S.

Since May 1984, Molly Maid SPV LLC, a Delaware limited liability company ("Molly Maid"), and its predecessors (Molly Maid LLC and Molly Maid, Inc.) have offered franchises for the operation of businesses that offer professional residential housekeeping services, as well as a carpet cleaning program under the name Molly Maid®. Molly Maid maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 501 Molly Maid franchises in operation in the United States and Puerto Rico.

Since January 2000, Mr. Handyman International SPV LLC, a Delaware limited liability company ("Mr. Handyman") and its predecessor (Mr. Handyman International, L.L.C.) have offered franchises for the operation of companies dedicated to performing business and residential maintenance and repair services under the name Mr. Handyman®. Mr. Handyman maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 297 Mr. Handyman franchises in the U.S.

Since 1998, Window Genie SPV LLC, a Delaware limited liability ("Window Genie") and its predecessor (FOR Franchising, LLC) have offered franchises for the operation of a residential and commercial window cleaning, window tinting and pressure washing business operated under the Window Genie® name. Window Genie maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 124 Window Genie franchises in operation in the U.S.

Since 2005, Real Property Management SPV LLC, a Delaware limited liability company ("RPM") and its predecessor (Property Management Business Solutions, LLC) have been offering franchises for the operation of businesses providing property management services, including management of maintenance and repair services and rent collection under the Real Property Management name. RPM maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 360 Real Property Management franchises in operation in the U.S.

Since 2012, Mosquito Joe SPV LLC, a Delaware limited liability company ("MoJo") and its predecessor (Mosquito Joe Franchising, LLC) have been offering franchises for the operation of businesses providing services and equipment to both residential and commercial customers to control undesirable outdoor insects, such as mosquitoes, ticks and fleas, under the Mosquito Joe® name. MoJo maintains its principal business address at 4490 Holland Office Park, Suite 100, Virginia Beach, VA 23452. As of December 31, 2021, there were a total of 372 Mosquito Joe franchises in operation and 2 affiliate operated units in the U.S.

Since April 2011, Dryer Vent Wizard SPV LLC, a Delaware limited liability company ("DVW"), and its predecessor (Dryer Vent Wizard International LLC) have been offering franchises for the operation of businesses providing installation and repair of, and cleaning products and services for: dryer vents, bathroom vents, kitchen vents, appliances, exhaust vents, air movement systems and washing machine filters and hoses to enhance the performance and safety of clothes dryers and other household appliances to residential and commercial customers, under the Dryer Vent Wizard® name. DVW maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, there were a total of 111 Dryer Vent Wizard franchises in operation in the U.S.

Since 1979, HouseMaster SPV LLC, a Delaware limited liability company ("HMS") and its predecessors (HM Services, LLC) have been offering franchises for the operation of a building inspection and related services business under the HouseMaster™ trademark. HMS maintains its principal business address at 92 East Main Street, Ste 201, Somerville, NJ 08876. As of December 31, 2021, there were a total of 272 HouseMaster franchises in operation in the U.S.

Since May 2008, ShelfGenie SPV LLC, a Delaware limited liability company ("ShelfGenie"), and its predecessor (ShelfGenie Franchise Systems, LLC) have been offering franchises for the operation of a business that designs and installs customized solutions for new and existing cabinets, pantries and other structures under the ShelfGenie™ trademark. ShelfGenie maintains its principal business address at 5500 Interstate North Parkway, Suite 250, Atlanta, GA 30328. As of December 31, 2021, there were a total of 227 ShelfGenie franchised outlets and 16 affiliate-operated outlets in operation in the U.S.

Since February 2005, Precision Door Service SPV LLC, a Delaware limited liability company ("PDS") and its predecessor (Precision Holdings of Brevard, Inc.) have been offering franchises for the operation of a business that provides garage door repair and service under the Precision Door Service® trademark. PDS maintains its principal business address at 2395 Washington Avenue, Suite 5, Titusville, Florida 32780. As of December 31, 2021, there were a total of 108 Precision Door Service franchised outlets in operation in the U.S.

Since 2005, Junk King SPV LLC, a Delaware limited liability company ("JUK") and its predecessors (Junk King Industries, LLC, Junk King Franchise Systems, Inc., and Junk King, LLC) have been offering franchises for the operation of businesses providing junk removal, dumpster and recycling services and related services under the Junk King® name. JUK maintains its principal business address at 1616 Gilbreth Road, Burlingame, CA 94010. As of December 31, 2021, there were a total of 132 Junk King franchises and three affiliate-owned businesses in operation in the U.S. Through an agreement with The Dwyer Group Canada, Inc., JUK offers franchises for the same type of business in Canada under the trademark Junk Works, as described below. As of December 31, 2021, there were six Junk Works franchises in Canada.

Modern Market Franchising, LLC ("MMF") is a franchisor that offers franchises for premium fast casual restaurants under the name "Modern Market Eatery" and related trademarks with a menu consisting of freshly prepared sandwiches, salads, plated dishes, soups, pizzas, and beverages. MMF's principal place of business is 1600 Champa Street, Suite 340, Denver, Colorado 80202. MMF became a KKR-affiliated franchise program in February 2019. MMF has been franchising since 2020, and, as of December 31, 2021, there were 28 Modern Market restaurants (no franchised, 25 company-owned, and 3 licensed units).

The affiliates named above offer franchises using separate franchise disclosure documents. Except as specifically noted above, the affiliates named above have not conducted any other business nor have they offered franchises in any other line of business.

Affiliated Programs offering franchises outside the U.S.:

The Dwyer Group Canada, Inc. ("TDGC"), incorporated in the Province of Ontario, Canada on January 21, 1998, has the right to offer and sell Aire Serv, Dryer Vent Wizard, Five Star Painting, Glass Doctor, HouseMaster, Mr. Appliance, Mr. Electric, Mr. Handyman, Mr. Rooter, Rainbow International, ShelfGenie and The Grounds Guys franchises in Canada. TDGC maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2021, TDGC had 15 Mr. Handyman franchises, 24 Mr. Rooter franchises, 24 Rainbow International franchises, 13 Glass Doctor franchises, 15 Mr. Appliance franchises, 10 Mr. Electric franchises, 13 Aire Serv franchises, 6 Dryer Vent Wizard franchises, 10 Five Star Painting franchises, 28 The Grounds Guys franchises, 32 HouseMaster

franchises and 18 ShelfGenie franchises in operation in Canada.

Real Property Management Canada, LLC, f/k/a Real Property Management Canada, Inc. ("RPMC"), incorporated on September 5, 2008 and located at 1010 North University Parks Drive, Waco, Texas 76707, has the right to offer Real Property Management franchises in Canada. RPMC has offered and sold one Real Property Management master franchise in Canada under the name Real Canadian Property Management Limited Partnership, with 18 sub-franchises in operation in Canada as of December 31, 2021.

Dwyer (UK Franchising) Limited ("Dwyer UK"), incorporated in England and Wales on March 9, 2012, has the right to offer and sell Aire Serv and Mr. Electric franchises in the United Kingdom using agreements between Dwyer UK and the franchisee. Dwyer UK maintains its principal place of business in Five Mile House, 128 Hanbury Rd., Stroke Prior, Bromsgrove, Worcester EG B60 4JZ, United Kingdom. As of December 31, 2021, Dwyer UK had 4 Mr. Electric franchises, and 2 Aire Serv franchises.

Drain Doctor Holdings Limited (f/k/a Dwyer DD UK Limited), a private limited company registered in England and Wales, offers Mr. Rooter franchises under the name Drain Doctor® in the U.K. It had 67 franchises in the UK as of December 31, 2021.

Rainbow International Systemzentrale Deutschland GmbH ("Rainbow Germany"), a company incorporated in Germany on September 18, 2014, has the right to offer and sell Rainbow International franchises in Germany. Rainbow Germany maintains its principal place of business at Flözstraße 18, 73433 Aalen, Germany. As of December 31, 2021, Rainbow Germany had 35 Rainbow International franchises in Germany.

Locatec Ortungstechnik GmbH ("Locatec") has the right to offer and sell Locatec franchises in Austria and Germany. Locatec franchisees offer non-destructive detection of all types of leaks in pipe systems (indoor and outdoor including pipes for gas, water, sewage, and district heat) and flat roofs as well as emergency repair services. Locatec maintains its principal place of business at Flözstraße 18, 73433 Aalen, Germany. As of December 31, 2021, Locatec had 55 franchises in Germany and 8 in Austria.

Bright and Beautiful UK Limited ("Bright and Beautiful") has the right to offer and sell Bright and Beautiful franchises in the United Kingdom. Bright and Beautiful franchisees offer domestic cleaning services. As of December 31, 2021, Bright and Beautiful had 77 franchises in the United Kingdom.

Countrywide Garden Maintenance Services Limited ("Countrywide") has the right to offer and sell Countrywide franchises in the United Kingdom. Countrywide franchisees offer commercial grass cutting, landscape maintenance, grounds maintenance and winter gritting services. As of December 31, 2021, Countrywide had 53 franchises in the United Kingdom.

Dream Doors Holdings Limited ("Dream Doors") has the right to offer and sell Dream Doors franchises in the United Kingdom. Dream Doors franchisees offer fully-fitted kitchen makeovers, replacement doors and countertops and the installation of new appliances. As of December 31, 2021, Dream Doors had 99 franchises in the United Kingdom.

ITEM 2
BUSINESS EXPERIENCE

Kenneth L. Hutcheson – President

Ken Hutcheson joined our company in 1995 and has served as our President at our offices in

Orlando, Florida since February 2005.

David M. Wells – Vice President

David Wells has been with us since April 2018 in Orlando, Florida, and since February 2022 has served as our Vice President. From January 2021 to February 2022, he served as our Senior Director, Brand Development. Prior to this position, David held the position of Senior Director of Franchise Recruiting. From September 2012 to April 2017, he was a Franchise Director of Franchising for Sport Clips, Inc., in Georgetown, Texas, before he was promoted to Senior Director of Franchising in April 2017, where he served until April 2018.

Brett Urban – Director, Executive Vice President and Chief Financial Officer

Brett Urban has been with us since September 2022 as our Director, Executive Vice President and Chief Financial Officer and is currently based in Blue Bell, Pennsylvania. Brett also has been the Executive Vice President and Chief Financial Officer for Brightview since October 2022. From December 2017 to October 2022, he was Brightview's Senior Vice President Finance and Chief Financial Officer, Landscape Services.

Louay Hamid Khatib – Assistant Treasurer

Lonay Hamid Khatib has been our Assistant Treasurer since December 2022 and is currently based in Blue Bell, Pennsylvania. Lonay also has been the Chief Accounting Officer for BVC since July 2015.

Robert Tyler – Assistant Treasurer

Robert Tyler has been our Assistant Treasurer since December 2022 and is currently based in Blue Bell, Pennsylvania. Robert also has been the Chief Senior Vice President, Business Support Services for Brightview since May 2016.

Timothy Wilkinson – Assistant Treasurer

Timothy Wilkinson has been our Assistant Treasurer and the Vice President of Tax for BVC since March 2018 and is currently based in Blue Bell, Pennsylvania. From April 2014 to March 2018, Timothy was a managing director at BDO USA, LLP in Philadelphia, Pennsylvania.

Katriona Knaus – Assistant Treasurer

Katriona Knaus has been our Assistant Treasurer since May 2016 and is currently based in Blue Bell, Pennsylvania.

Tomas Kuehn – Assistant Secretary

Tomas Kuehn has served as our Assistant Secretary and Director since April 2016. He is based in Calabasas, California. Since July 2010, he also has served as Senior Associate General Counsel for BVC during which time he has been based in Calabasas, California.

Jonathan M. Gottsegen – Secretary

Jonathan Gottsegen has been in his current roles with us since March 2016 and with BVC as Executive Vice President, General Counsel and Corporate Secretary since January 2016. He is based in Blue Bell, Pennsylvania.

John Feenan – Vice President, Treasurer and Director

John Feenan has been one of our Directors since March 2016 and with BVC as Executive Vice President and Chief Financial Officer since January 2016. He is based in Blue Bell, Pennsylvania.

Jeff Herold – Director

Jeff Herold has served as a Director for U.S. Lawns since September 2016 and is currently based in Blue Bell, Pennsylvania. From January 1998 to September 2016, Jeff was the Chief Operating Officer for BrightView. Jeff is also the current President of BrightView Landscape Services, LLC.

ITEM 3
LITIGATION

Administrative Orders involving Affiliates and not involving US Lawns

The Commissioner of Business Oversight of the State of California v. For Franchising LLC d/b/a Window Genie and Richard Nonelle. On November 14, 2017, For Franchising LLC ("FOR"), a predecessor to our affiliate Window Genie that offered Window Genie franchises until March 2021, and Richard Nonelle, entered into a Consent Order with the Commissioner of Business Oversight of the State of California (the "Consent Order"). The Commissioner alleged that FOR and Mr. Nonelle had violated Section 31156 of the California Franchise Investment Law by failing to submit to the Commissioner copies of two advertisements offering a Window Genie franchise before such documents were provided to California residents in 2013. In an effort to resolve the matter in the most economical manner, and without admitting any liability or wrongdoing, FOR and Mr. Nonelle entered into the Consent Order and agreed, in full, final and complete resolution of the matter, that (a) FOR and Mr. Nonelle would desist and refrain from violations of section 31156 of the California Franchise Investment Law; (b) FOR would pay an administrative penalty in the total amount of $5,000 (which amount FOR paid) and (c) within 90 days of the date of the Consent Order, Mr. Nonelle and all persons employed by FOR who assist in preparing franchise registrations or who assist in franchise selling would attend remedial education of eight hours of franchise law training courses per person (which requirement has been completed).

Other than this 1item, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information must be disclosed in this Item.

ITEM 5
INITIAL FEES

You pay us an initial franchise fee of $34,000 when you sign the Franchise Agreement. The initial franchise fee is paid in a lump sum, but we may finance up to 70% of this fee. If you are an honorably discharged veteran your initial franchise fee is $29,000, and we may finance 80% of this fee. You must pay an initial franchise fee of $24,000 for a Conversion Franchise. We may finance up to 80% of this fee. You must pay an initial franchise fee of $29,000 for a Small Conversion Franchise. We may finance up to 80% of this fee. The initial franchise fee is fully earned upon receipt and is not refundable. If you are an existing franchisee and you are approved as a purchaser of an additional franchise, you pay a lump sum initial franchise fee equal to 50% of the then-current initial franchise fee (meaning 50% of $34,000, or $17,000) when you sign the Franchise Agreement.

Additionally, you must pay us an Initial Prospecting Fee prior to opening your U.S. LAWNS Landscape Business. This fee ranges between $6,000 and $15,000, depending on the promotional activities we utilize and is spent by us to promote your business to commercial property owners, managers and decision makers in your Territory.

If you are an existing franchisee, we may offer you the opportunity to develop between one and three U.S. LAWNS Landscape Businesses within designated Territories under an Area Development Agreement if you meet our then-current qualifications. If you sign an Area Development Agreement, the "Development Fee" is an amount equal to fifty percent (50%) of the current Initial Franchise Fee for existing franchisees for each Territory/U.S. LAWNS Business to be developed under the Area Development Agreement (meaning 50% of $17,000 or $8,500 per Territory to be developed), up to a maximum of three Territories to be developed. The part of the Initial Franchise Fee that is included in the Development Fee is credited against the then-current Initial Franchise Fee for existing owners as outlined in the then-current Franchise Agreement, payable upon the signing of each individual Franchise Agreement. Under the terms of the Area Development Agreement, you must develop and operate a certain number of U.S. LAWNS Landscape Businesses and will sign a separate Franchise Agreement with us for each Territory/U.S. LAWNS Landscape Business. We may not, however, require you to sign Franchise Agreement for the first Territory/U.S. LAWNS Landscape Business to be developed at the same time you sign an Area Development Agreement. The Development Fee is not refundable under any circumstances.

If you are executing an Additional Territory Option Agreement you will pay a lump sum $5,000 option fee for the right to develop an additional U.S. LAWNS Landscape Business in a territory adjacent to your current territory for a 12-month period (see Item 12). The option fees are non-refundable.

ITEM 6
OTHER FEES[1]

Standard Franchise

FEES[1]	AMOUNT	DUE DATE	REMARKS
Royalty[2]	The Royalty is based on a sliding scale: • If your Gross Billings[3] in the calendar month are $62,500 or less, you pay 6% of Gross Billings. • If your Gross Billings in the calendar month are over $62,500 but equal to or less than $125,000, you pay 6% of Gross Billings up to and including $62,500, plus 5% of the Gross Billings between $62,500.01 and $125,000. • If your Gross Billings in the calendar month are over $125,000, you pay 6% of all Gross Billings up to and including $62,500, plus 5% of the Gross Billings between $62,500.01 and $125,000, plus 4% of the Gross Billings in excess of $125,000. If you provide Landscape Maintenance	15th of each month for the Gross Billings for the previous month	We reserve the right to collect by electronic funds transfer (EFT).

FEES[1]	AMOUNT	DUE DATE	REMARKS
	Services to customer locations which are located outside your Territory, you pay 6% of Gross Billings for such services regardless of your Gross Billings in the calendar month.		
Marketing Contribution[2]	Currently, the lesser of 2% of Gross Billings or a "Marketing Cap" of $550 per month	15th of each month for the previous month	We reserve the right to increase the Marketing Cap and/or the percentage you pay, although in no instance will your Marketing Contribution exceed 3% of Gross Billings (which means that we can increase the Marketing Cap of $550 up to an amount equal to 3% of Gross Billings, which means you may pay more than $550 depending on your Gross Billings).
Technology Fee/CRM Fee[4]	The then-current monthly fee (currently, there is no Technology Fee, but we reserve the right to charge in the future). Separate from the Technology Fee is a CRM (customer relationship management) fee between $250-$450 annually	15th of each month for the previous month; the CRM fee is an annual subscription-based fee due 15 days after invoiced	We reserve the right to collect by electronic funds transfer (EFT).
Regional Account Management Fee[5]	Variable See Note 5	Will be deducted from amounts owed to you for Regional Accounts Work	We will administer and manage the Regional Accounts program.
Transfer	50% of the then-current Initial Franchise Fee	Upon transfer	Paid at closing of the transfer.
Audit[6]	Cost of audit plus interest of 1-1/2% per month or the highest legal rate for open account business credit, whichever is greater on the unpaid amount at the rate.	15 days after invoiced	Payable only if audit shows understatement of at least 3% of Gross Billings for any month.
Indemnification	Will vary under circumstances	As incurred	You must indemnify us, against all losses and claims arising from the operation of your Business.

FEES[1]	AMOUNT	DUE DATE	REMARKS
Penalty, Late Fee and Interest	We may assess a $5.00 per day penalty for late submission of reports or financial information. There is a minimum $25 late fee for payments and reports plus the greater of 1-1/2% per month and the highest legal rate for open account business credit.	When billed	Payable on all overdue amounts and late reports.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	You must reimburse us for fees and costs we incur from your failure to make payments, submit reports or failure to comply with the Franchise Agreement.

1 All fees are imposed by and payable to us, unless otherwise noted. All fees are non-refundable.

2 If you are a conversion franchisee, for the first 180 days of the Franchise Agreement you will not pay any royalties on your conversion customers, as identified in Schedule 1 to the Conversion Addendum (although you will pay royalties on new customers), nor will you pay any marketing contributions for the first 180 days of the Franchise Agreement.

If you are an existing franchisee who entered into a Franchise Agreement prior to April 18, 2018 and you wish to renew your Franchise Agreement or transfer your Franchise Agreement, you will pay Royalties according to the following sliding scale so long as you are in compliance with your Franchise Agreement and any other agreement with us or our affiliates (including all payment obligations):

- If your Gross Billings in the calendar month are $41,500 or less, you pay 6% of Gross Billings.
- If your Gross Billings in the calendar month are over $41,500 but equal to or less than $62,500, you pay 5% of Gross Billings.
- If your Gross Billings in the calendar month are over $62,500 but equal to or less than $83,250, you pay 4% of Gross Billings.
- If your Gross Billings in the calendar month are over $83,250, you pay 3% of all Gross Billings.
- If your Gross Billings in the calendar month are over $104,166, you pay 3% of all Gross Billings up to and including $104,166, plus 1.5% of the Gross Billings in excess of $104,166.

Except for the adjusted royalty fee set forth above and in the appropriate Addendum, franchisees who signed a Franchise Agreement prior to April 18, 2018 who are renewing or transferring will sign the Franchise Agreement attached as Exhibit B and be obligated to all terms of such Franchise Agreement. In the event that such a renewing franchisee is not in compliance as noted above and as set forth in the applicable Addendum, the Royalty fee will increase to the Royalty fee noted in the chart above, which is the fee set forth in Section 8.B of the Franchise Agreement.

3 "Gross Billings" means the gross amount billed by you during any calendar month, whether or not payment is received therefore, on account of Landscape Maintenance Services performed by or on behalf of you, directly or indirectly, and on account of any and all other related goods and services sold or rendered under or in connection with your use of the Marks (including the sale of unauthorized goods and services), and including work performed for or on behalf of persons or business entities which are customers of yours as of the Effective Date. Gross Billings exclude sales taxes collected and paid to the proper authorities.

4 Currently, we do not charge a Technology Fee, but we reserve the right to charge a monthly fee in the future, as we add to, enhance or upgrade the technology. This monthly Technology Fee will cover the use of maintenance and support for the software and other technology you are required to use. When launched, the fee is expected to be a monthly amount equal to $500-$750. We will provide you with at least 60 days'

notice of the initiation of the Technology Fee and any increases to the monthly fee, although the fee will not increase by more than 50% during any 12-month period. You also are required to use our designated CRM vendor, with a current CRM annual fee of $250-$450. In addition to the CRM fee, you also must use the accounting software we specify (currently QuickBooks), for which you will pay Quickbooks an annual amount equal to $215-$400 (subject to change).

5 The amount of the management fee varies from customer to customer based upon a number of factors including: (i) the direct cost of administrative and management oversight provided; (ii) the associated overhead cost such as payment terms (financing) and risk management (insurance); and (iii) the profit margin.

6 Interest accrues from the date of underpayment.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – Standard Franchise (Owner-Operated)

FEES	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$34,000 ($29,000 for veterans) (Note 1)	Lump sum or Financed (Note 1)	At signing of Franchise Agreement	Us
Option Fee (Note 2)	$0 to $5,000	Lump sum	At signing of Additional Territory Option Agreement	Us
Initial Prospecting Fee (Note 3)	$6,000 to $15,0000	Lump sum	At signing of Franchise Agreement	Us
Training Expenses (Travel, Lodging, Meals, Incidentals) (Note 4)	$2,000 to $4,000	As arranged	As incurred	Hotels, Airlines, Restaurants
Real Estate (Note 5)	$3,000 to $6,000	As arranged	As agreed	Third Parties
Service Vehicle and Trailer (Note 6)	$3,600 to $5,600	Initial payment and monthly lease payments (Note 5)	As agreed	Third Parties
Equipment (Note 7)	$1,100 to $14,000	Lump sum or leased	As agreed	Third Parties
Tools, Supplies, Office Equipment (Note 8)	$1,000 to $5,000	Lump sum	Before opening	Vendors
Additional Funds (Three Months) (Note 9)	$8,800 to $20,000	As incurred	As incurred	Employees, suppliers, utilities

FEES	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Total Estimated Initial Investment	**$59,500 to $108,600** ($54,500 to $103,600 for veterans) (Notes 1 and 9)			

YOUR ESTIMATED INITIAL INVESTMENT – Standard Franchise (Manager-Operated)

FEES	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$34,000 ($29,000 for veterans) (Note 1)	Lump sum or Financed (Note 1)	At signing of Franchise Agreement	Us
Option Fee (Note 2)	$0 to $5,000	Lump sum	At signing of Additional Territory Option Agreement	Us
Initial Prospecting Fee (Note 3)	$6,000 to $15,0000	Lump sum	At signing of Franchise Agreement	Us
Training Expenses (Travel, Lodging, Meals, Incidentals) (Note 4)	$4,000 to $8,000	As arranged	As incurred	Hotels, Airlines, Restaurants
Real Estate (Note 5)	$3,000 to $6,000	As arranged	As agreed	Third Parties
Service Vehicle and Trailer (Note 6)	$3,600 to $5,600	Initial payment and monthly lease payments	As agreed	Third Parties
Equipment (Note 7)	$1,100 to $14,000	Lump sum or leased	As agreed	Third Parties
Tools, Supplies, Office Equipment (Note 8)	$1,000 to $5,000	Lump sum	Before opening	Vendors
Additional Funds (Three Months) (Note 9)	$60,000 to $100,000	As incurred	As incurred	Employees, suppliers, utilities
Total Estimated Initial Investment	**$112,700 to $192,600 ($107,700 to $187,600 for veterans)** (Notes 1 and 9)			

YOUR ESTIMATED INITIAL INVESTMENT – Conversion and Small Conversion Franchise

FEES	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$24,000 to $29,000 (Note 1)	Lump sum or Financed (Note 1)	At signing of Franchise Agreement	Us
Option Fee (Note 2)	$0 to $5,000	Lump sum	At signing of Additional Territory Option Agreement	Us
Initial Prospecting Fee (Note 3)	$6,000 to $15,0000	Lump sum	At signing of Franchise Agreement	Us
Training Expenses (Travel, Lodging, Meals, Incidentals) (Note 4)	$2,000 to $4,000	As arranged	As incurred	Hotels, Airlines, Restaurants
Real Estate (Note 5)	$0 to $6,000	As arranged	As agreed	Third Parties
Service Vehicle and Trailer (Note 6)	$0 to $5,600	Initial payment and monthly lease payments	As agreed	Third Parties
Equipment (Note 7)	$0 to $14,000	Lump sum or leased	As agreed	Third Parties
Tools, Supplies, Office Equipment (Note 8)	$0 to 5,000	Lump sum	Before opening	Vendors (CRM fee paid to us)
Additional Funds (Three Months) (Note 9)	$8,800 to $15,000	As incurred	As incurred	Employees, suppliers, utilities
Total Estimated Initial Investment	**$40,800 to $98,600** (Note 9)			

1 For a Standard Franchise, up to 70% of this fee may be financed by us. For Conversion Franchises, or for a Franchisee who is an honorably discharged veteran, 80% of the fee may be financed by us. See Item 10. The initial franchise fee is not payable if you are renewing an existing Franchise Agreement. If you are purchasing an additional franchise territory the initial franchise fee is reduced to 50% of the then-current initial franchise fee. If you are purchasing a Conversion Franchise the initial franchise fee is reduced to $24,000. If you are purchasing a Small Conversion Franchise the initial franchise fee is reduced to $29,000. All initial franchise fees are non-refundable.

2 If you qualify and execute an Additional Territory Option Agreement you will pay a lump sum $5,000 option fee for the right to develop an additional U.S. Lawns Landscape Business in a territory adjacent to your current territory for a 12-month period (see Item 12). The option fees are non-refundable.

[3] The Initial Prospecting Fee is spent to promote your business to commercial property owners, managers and decision makers in your territory. Promotion may include, but is not limited to, a mix of telephone prospecting, email nurturing campaigns and/or public relation activities. You may spend additional amounts on other promotional activities that are arranged or approved by us.

[4] The expenses to attend training are for travel, lodging, meals, and incidental expenses incurred by you and your designees who attend training, for 5 days. There is no fee for the initial training. As of the date of this Disclosure Document, we may conduct our training programs remotely/virtually due to the Covid-19 pandemic. Therefore, you may not incur any travel expenses if your training is done remotely/virtually.

[5] You will need an office and shop/storage area for your U.S. LAWNS business. Some existing businesses (conversion franchises) choose to operate out of their current facilities therefore incur no additional cost for real estate. If this is not an option, you should budget $500 to $1,000 per month to rent a facility. The amount listed in the above chart assumes a security deposit and 3 months' rent. These are only estimates. You will need about 100 to 150 square feet of office and 200 square feet of shop/storage area. The amount of rent will vary depending upon the size, location and condition of the space as well as regional variations in rental values. Included in the estimate are the first and last month's rent and a deposit in an equal amount that you may be required to pay prior to occupying the space. This amount also includes business and occupational licenses. These expenses are variable depending on the size of the contract sold and the type and size of equipment required. If you obtain a contract for a large property, you may need additional equipment, supplies, and labor.

[6] You are required to have a service vehicle(s) to operate your Business. This includes a pick-up truck, trailer, and any vehicles used by you to make sales calls on, and provide services to, customers and prospective customers of the Business, which service vehicle(s) must conform to our standards and specifications. An existing vehicle may be converted to use in the business if it conforms to our standards. The estimated cost for the vehicle is based on the lease of a ¾ ton pickup truck, an eighteen foot enclosed trailer and any additional customization, such as graphics or snow plowing equipment necessary to begin operating the business. The estimated expenses include the first and last month's lease payments and lease payments for the initial three month operating period. This amount includes the cost of one month security deposit and 3 monthly payments on a fully capitalized 4-year lease of a used service vehicle and trailer valued at $38,000. (At 8% interest, the monthly payments on $11,000 would be $927.69 per month.) These numbers will vary based on your credit-worthiness, whether the vehicle is new or used, term of the lease, down payment; options installed, and market conditions.

[7] You will need landscape industry equipment such as mowers, string trimmers, edgers, and blowers to operate your Business. This equipment can be purchased outright, financed, or leased from third parties. In the event you have an existing business (conversion franchises) and your equipment meets our standards, you will not incur any additional cost for equipment. The estimated initial investment is based on the lease cost for this equipment over a three month period for the low range and the outright purchase of the equipment for the high range. The amount includes one month security deposit and 3 monthly payments on a fully capitalized 4-year lease at 8% interest for a commercial quality mower, string trimmer, edger, and blower, at a total value of $9,500.

[8] You must have a computer system, office supplies and equipment such as a desk, chair, file cabinet, maps, shelves, and miscellaneous tools and equipment, including uniforms. This expense item includes the cost of the current version of QuickBooks which costs between $215 and $400 annually and the annual $250-$450 CRM fee paid to us, both of which are required.

[9] These are operating expenses, excluding your salary, required to be paid to third parties during the three month initial operating period. This includes insurance, telephone and communication expenses, utilities, fuel, and marketing/ advertising expenses. This table estimates your initial start-up expenses. If you are buying a Conversion Franchise, you must make purchases of any equipment and tools that you do not already have, within 90 days of signing the Agreement. If you are purchasing a new franchise, signage for one pick-up truck is provided by us at no cost to you. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business.

YOUR ESTIMATED INITIAL INVESTMENT – Area Development Agreement

FEES	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee	$8,500 to $25,500 (Note 1)	Lump sum (Note 1)	At signing of Area Development Agreement	Us
Initial Franchise Fees	$0 to $40,500 (Note 2)	Lump sum (Note 2)	At signing of each Franchise Agreement	Us
Training Expenses (Travel, Lodging, Meals, Incidentals)	$2,000 to $4,000 (Note 3)	As arranged	As incurred	Hotels, Airlines, Restaurants
Additional Funds	$1,000 to $2,000 (Note 4)	As incurred	As incurred	Us and Third Parties, as applicable
Total Estimated Initial Investment	**$11,500 to $72,000**			

1 The amount of the Development Fee will depend on the number of Territories you agree to develop under the Development Schedule set forth in the Area Development Agreement. We expect that most franchisees who sign an Area Development Agreement will develop 1 to 3 U.S. LAWNS Landscape Businesses and pay us a Development fee of $8,500 to $25,500. We do not offer separate financing for the Development Fee.

2 The part of the Initial Franchise Fee that is included in the Development Fee is credited against the then-current Initial Franchise Fee for existing owners as outlined in the then-current Franchise Agreement, payable upon the signing of each individual Franchise Agreement. We may not require you to sign Franchise Agreement for the first Territory/U.S. Lawns Landscape Business to be developed at the same time you sign an Area Development Agreement, but if you do sign a Franchise Agreement (or multiple Franchise Agreements) at the same time as the Area Development Agreement, you will pay the Development Fee, the Initial Prospecting Fee and the remaining balance of the Initial Franchise Fee owed for each Franchise Agreement at the same time.

3 Only existing franchisees are eligible to enter into an Area Development Agreement. Generally, an existing franchisee will not require additional training when entering into an Area Development Agreement; however, if you have hired a new manager who will be involved in the operation of a new U.S. LAWNS Landscape Business, you will incur costs to send this person to training with us. The expenses listed above to attend training are for travel, lodging, meals, and incidental expenses incurred by you and your designees who attend training, for 5 days. There is no fee for the initial training.

4 This amount is included for budgeting purposes only to account for unanticipated expenses. This amount includes estimates for fees incurred as you prepare to open a U.S. LAWNS Landscape Business in accordance with the Development Schedule. The estimate includes fees for insurance, business entity organization expenses, other prepaid expenses, accounting and professional fees, and other operation expenses. These figures do not include any taxes that you may pay. You should check with your local and state governmental agencies for any taxes that may be assessed. These figures are estimates only. You may incur additional expenses starting your first U.S. LAWNS Landscape Business under your Area Development Agreement.

We relied on our more than 36 years of experience in operating and franchising U.S. LAWNS landscape businesses to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire the franchise or enter into an Area Development Agreement. You are

cautioned to allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing, and local market conditions, which can be highly variable.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To help assure a uniform image and uniform quality of products and services in all U.S. LAWNS businesses, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us, the location of your office is subject to our approval. You must purchase for use in your business (the "Business") the following categories of goods, services, supplies, equipment and inventory according to specifications (including brand specifications) issued by us from time to time. These purchases include a vehicle, computer systems, lawn mowers, string trimmers, blowers, and hand tools. Items such as herbicides, insecticides, fertilizers, and other landscape related products may be used only if you provide extra services to your customers. From time to time, we may designate a single supplier for a product or service, and that single supplier may be us, an affiliate, or a third party. We may require you to use, offer and/or promote, and maintain in stock in such quantities as are needed to meet reasonably anticipated consumer demand, certain proprietary products, materials or equipment ("Proprietary Products"). You may buy Proprietary Products only from us (if we sell them) or our designated manufacturer or supplier. As of the date of this Disclosure Document, there are no Proprietary Products that you must use other than we do have a designated vendor (PipeDrive) as our CRM software vendor. You are not required to purchase products which are not Proprietary Products from us or any other supplier, but the items you purchase must satisfy our specifications.

For our most recently concluded fiscal year ending September 30, 2022, we received approximately $2,291,498 or approximately 21% of our total revenue of $10,688,034 based upon items sold to franchisees by us or our affiliates. Additionally, for our most recently concluded fiscal year ending September 30, 2022, we received $694,182 in rebates or approximately 6.5% of our total revenue as a result of purchases by our franchisees from third party suppliers, as noted in our 2022 audited financial statements included as Exhibit A.

All products utilized by the Business in providing Landscape Maintenance Services must meet our specifications. You may purchase approved brands of inventory from us or from any other supplier.

The other items used in the operation of the Business also may be subject to our specifications. These items may be purchased from us or from any other supplier. Specifications are included in the Franchise Agreement and the Operations Manual and may be provided to you in other written communications from us.

You must purchase and maintain from a company we approve, insurance that insures both you and us, our affiliates our parent companies, our sister companies, and our customers and the owners of any property you service. The insurance policies must include, at a minimum: (i) commercial general liability insurance covering claims for personal injuries and property damage with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate, $2,000,000 products/completed operations aggregate; (ii) employers liability insurance with minimum limits of $1,000,000 for bodily injury caused by accident or disease, or the minimum required by state law (whichever is greater); (iii) vehicle liability for owner, leased, hired and non-owned vehicles with minimum limits of $1,000,000 combined single limit for bodily injury and property damage per occurrence; (iv) umbrella liability insurance with minimum limits of $1,000,000; (v) Worker's Compensation Insurance; (vi) any other such insurance coverages or amounts as required by law or agreement related to the U.S. LAWNS Business; and (vii) any other insurance we may require from time to time. Additional insurance requirements are set forth in the Manual. All liability insurance policies must name us (and our affiliates, officers, directors and employees), as well as any subcontractors on the

particular property, and/or our customers and/or the owners of any property you service) as additional insureds.

You must deliver to us at commencement and annually or at our request a proper certificate evidencing the existence of such insurance coverage We may modify, upon written notice to you, the required minimum limits from time to time and by written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the U.S. LAWNS System, standards of liability and higher damage awards.

You can expect items purchased or leased in accordance with our specifications will represent approximately 80% of total purchases you will make to begin operations of the business and 10% to 20% of the ongoing costs to operate the business.

Upon request, we will periodically provide you with a list of approved suppliers for equipment and other items. We may modify the standards and specifications for these items from time to time. You are encouraged to use our approved suppliers as these have been identified as suppliers who meet our approval specifications. You may, however, wish to use products or equipment of a brand that is not currently approved by us, except for instances where we have designated a single source only. Before using a currently unapproved brand, you must first notify us of your intent to do so, submit to us information about the unapproved brand and obtain our written approval. We will let you know within 30 days if we do not approve. We will determine whether the brand is substantially the same as the brands then approved by us. In the future, we may require different procedures to be followed for requests for approval of brands. We may charge you reasonable fees for evaluating proposed brands and may impose reasonable limits on the number of approved brands of any product or piece of equipment.

We have established purchasing arrangements through our parent company and its affiliates to provide better service and cost savings to our franchisees.

Franchisees may purchase on a voluntary basis items such as stationery, marketing materials, uniforms, and other products through us. Some of these accounts are run through the MarketPlace. A mark-up ranging from 0 to 20% is applied to products and equipment purchased by franchisees through us. The amount of the mark-up is based upon amounts necessary to cover overhead, billing and stocking costs. In order to anticipate the needs of our franchisees, if you purchase from us, we may request that you give notice of intent and a commitment to purchase through us. This notice and commitment must be given by you if requested by us.

Except as described in this Item 8, neither we nor our affiliates receive any payments from any suppliers because of their transactions with our franchisees. We may negotiate other purchase arrangements with suppliers for your benefit for uniforms, forms and marketing services. We do not provide any material benefits to you based on your use of designated or approved sources. There are no purchasing or distribution cooperatives. In certain instances, purchases made by our franchisees will be aggregated with purchases made by the BVC Companies and may contribute to the achievement by the BVC Companies of rebate levels that typically range from 0% to 3% of aggregate purchases. In addition to offering a preferred service and/or price to the franchisee suppliers may offer a rebate or other consideration to us ranging from 0% to 10%.

Other than one or more of our officers owning a small number of shares in our publicly-held approved suppliers or having a small holdings interest in Holdings, our ultimate parent company which is publicly-held, no officer of the franchisor owns an interest in any approved supplier as of the date of this Disclosure Document.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT / AREA DEVELOPMENT AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition/lease	Sections 2.B and 5.A of Franchise Agreement Section 4.B.3 of Area Development Agreement	Items 7 and 11
b. Pre-opening purchases/leases	Sections 5.A and 5.B of Franchise Agreement	Item 7
c. Site development and other pre-opening requirements	Sections 2 and 5 of Franchise Agreement Section 4 of Area Development Agreement	Item 11
d. Initial and ongoing training	Sections 6.B and 6.C of Franchise Agreement	Item 7 and 11
e. Opening	Section 2 of Franchise Agreement Section 4 of Area Development Agreement	Item 11
f. Fees	Sections 8 and 10.C of Franchise Agreement Section 3.A of Area Development Agreement	Items 5, 6, and 7
g. Compliance with standards and policies/Operations Manual	Section 5 of Franchise Agreement Sections 2.D and 4.B.4 of Area Development Agreement	Item 11
h. Trademarks and proprietary information	Section 3 of Franchise Agreement Sections 2.A, 6.B and 8.C of Area Development Agreement	Item 13
i. Restrictions on products/services offered	Section 5 of Franchise Agreement	Item 16
j. Warranty and customer service requirements	Section 5.H-N of Franchise Agreement	None
k. Territorial development and sales quotas	Section 2.B and 5.M of Franchise Agreement Section 4 of Area Development Agreement	Item 12
l. Ongoing product/service purchases	Section 5 of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Section 5 of Franchise Agreement	Item 11
n. Insurance	Section 9.C of Franchise Agreement	Item 7
o. Advertising	Section 7 of Franchise Agreement	Items 6 and 11
p. Indemnification	Section 9.B of Franchise Agreement Section 10.A of Area Development Agreement	Item 6

OBLIGATION	SECTION IN FRANCHISE AGREEMENT / AREA DEVELOPMENT AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
q. Owner's participation/management/staffing	Sections 6.A and 6.D of Franchise Agreement Section 6.C of Area Development Agreement	Items 11 and 15
r. Records/reports	Section 8.J of Franchise Agreement	Items 6 and 11
s. Inspections/audits	Sections 5.F and 8.I of Franchise Agreement	Items 6 and 11
t. Transfer	Section 10 of Franchise Agreement Section 9 of Area Development Agreement	Item 17
u. Renewal	Section 4.B of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 9.D and 13 of Franchise Agreement Section 8 of Area Development Agreement	Item 17
w. Non-competition covenants	Section 9.D of Franchise Agreement Section 6.D of Area Development Agreement	Item 17
x. Dispute resolution	Sections 11, 14.H-J and 14.K of Franchise Agreement Sections 10.I-L of Area Development Agreement	Item 17
x. Other	None	Not Applicable

ITEM 10
FINANCING

Summary of Financing Offered

Item Financed [Source]	Amount Financed (70%)	Down Payment (30%)	Term (Yrs.)	Apr %	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss Of Legal Right On Default
Initial Franchise Fee	$23,800	$10,200	5	Prime plus 5%	(See Note 1)	None	Franchise and Personal Guarantee	Loss of Franchise; Balance of Loan Accelerated Upon Default/ Attorneys' Fees and court costs in collection action	Note 2
Item Financed [Source]	**Amount Financed (60%)**	**Down Payment (40%)**	**Term (Yrs.)**	**Apr %**	**Monthly Payment**	**Prepay Penalty**	**Security Required**	**Liability Upon Default**	**Loss Of Legal Right On Default**
Initial Franchise Fee	$20,400	$13,600	5	Prime plus 4%	(See Note 1)	None	Franchise and Personal Guarantee	Loss of Franchise; Balance of Loan Accelerated Upon Default/ Attorneys' Fees and court costs in collection action	Note 2
Item Financed [Source]	**Amount Financed (50%)**	**Down Payment (50%)**	**Term (Yrs.)**	**Apr %**	**Monthly Payment**	**Prepay Penalty**	**Security Required**	**Liability Upon Default**	**Loss Of Legal Right On Default**
Initial Franchise Fee	$17,000	$17,000	5	Prime plus 3%	(See Note 1)	None	Franchise and Personal Guarantee	Loss of Franchise; Balance of Loan Accelerated Upon Default/ Attorneys' Fees and court costs in collection action	Note 2

Summary of Financing Offered- Conversion Franchise

Item Financed [Source]	Amount Financed (80%)	Down Payment (20%)	Term (Yrs.)	Apr %	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss Of Legal Right On Default
Initial Franchise Fee	$19,200	$4,800	5	Prime plus 5%	(See Note 1)	None	Franchise and Personal Guarantee	Loss of Franchise; Balance of Loan Accelerated Upon Default/ Attorneys' Fees and court costs in collection action	Note 2

Summary of Financing Offered- Small Conversion Franchise or Veterans Initiative Franchise

Item Financed [Source]	Amount Financed (80%)	Down Payment (20%)	Term (Yrs.)	Apr %	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss Of Legal Right On Default
Initial Franchise Fee	$23,200	$5,800	5	Prime plus 5%	(See Note 1)	None	Franchise and Personal Guarantee	Loss of Franchise; Balance of Loan Accelerated Upon Default/ Attorneys' Fees and court costs in collection action	Note 2

Note 1 - Equal monthly payments are based on prime rate plus 3-5% per annum fixed at the time of sale for five years with the adjustments for prime rate quarterly. Illustration: On September 30, 2021, the prime rate = 3.25%; finance rate = 8.25%. Monthly payment on $23,800 = $485.43. Monthly payment on $23,200 = $473.19.

Note 2 - With your approved credit, we may finance up to 70% of the Initial Franchise Fee for a Standard Franchise or up to 80% of the fee for a Conversion Franchise or a Veterans Initiative Franchise. The loan will be fully amortized over a five-year period. If you are purchasing a Conversion Franchise, a Small Conversion Franchise, or a Veterans Initiative Franchise, your first payment will be due on the date you begin operations as a U.S. LAWNS franchisee. We charge annual interest on the outstanding principal balance at the prime interest rate, plus 3-5% per annum, with the prime rate adjusted quarterly. You are required to execute a Business Note and Security Agreement substantially in the form of Schedule C of the Franchise Agreement ("Business Note") in our favor. The required security for the loan is all of the assets of your Business and a personal guarantee of the Business Note (substantially in the form attached to the Business Note) by you and your spouse or by all of the shareholders of your corporation (or equity holders of any other type of entity). The Business Note can be prepaid at any time without penalty. If you do not pay on time, we can call the loan and demand immediate payment of the full outstanding balance and obtain court costs and attorneys' fees if a collection action is necessary. We also have the right to terminate your Franchise Agreement if you do not make your note payments on time. You waive your rights to notice of a collection action and to assert any defenses to collection against us. We may discount the Business Note to a third party who may be immune under the law to any defenses to payment you may have

against us. All franchisees approved for financing agree to the same financing terms for the portion of the Initial Franchise Fee that is financed.

We presently do not guarantee any notes, leases or other obligations of our franchisees.

Currently, we have no practice or intent of selling, assigning or discounting to a third party any note, contract or other instrument that you execute. We and our affiliates do not receive any direct or indirect payments from any person for the placement of financing.

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

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

Pre-Opening Assistance

Before you commence operating your Business, we will:

1. Designate your Territory (Schedule A and Section 2.B of the Franchise Agreement).

2. Provide initial training as described in more detail in this Item 11 (Section 6.B of the Franchise Agreement).

3. Provide you with lists of Proprietary Products and approved suppliers (Section 5.C of the Franchise Agreement).

4. Loan you either a written copy or electronic copy of the Operations Manual, the current table of contents of which is in Exhibit G. As of the date of this Disclosure Document, the Operations Manual contains 88 pages (Section 5.G of the Franchise Agreement).

5. Conduct pre-opening marketing on your behalf (Section 7.C of the Franchise Agreement).

We will grant you rights to establish a specific number of U.S. Lawns Landscape Businesses with designated Territories if you sign an Area Development Agreement (Section 2.A of the Area Development Agreement).

Post-Opening Assistance

During the operation of your Business, we will:

1. Maintain the Marketing Fund (Section 7.A of the Franchise Agreement).

2. Provide updates to the lists of Proprietary Products and approved suppliers (Section 5.C of the Franchise Agreement).

3. Provide updates to the Operations Manual (Section 5.G of the Franchise Agreement).

4. Periodically inspect or review your Business to insure compliance with the Franchise Agreement (Section 5.F of the Franchise Agreement).

Computer System

You must purchase, use and maintain a personal computer system (the "Computer System") as specified in the Operations Manual or otherwise by us in writing for use in connection with your Business. We will designate, and you must use certain computer software including, without limitation, the currently recommended version of QuickBooks. We estimate the cost for a computer to be $1,000 to $2,000. You must purchase any upgrades, enhancements or replacements to the Computer System and/or hardware and software that we may require, for which we estimate the annualized cost to be $100 to $200. We will have access to the Computer System and the information and data stored on and produced by the Computer System. At your cost and expense, you must subscribe to the U.S. LAWNS intranet web site, or successor system established. You must also maintain membership in a third party internet service provider and/or network, which may be designated by us for the purpose of implementing, transmitting, collecting and maintaining any information or data exchange system. We reserve the right to have unlimited independent access to the information on the computer system. There are no contract limitations on our right to access the information.

We require you to use our designated CRM (customer relationship management) software in your business, with an annual subscription fee of $250-$450). You will also use the currently recommended version of QuickBooks which costs between $215 and $400. Currently we do not charge an ongoing Technology Fee, but we reserve the right to charge such a monthly fee in the future as we add to, enhance or upgrade the technology. This monthly Technology Fee will cover the use of, maintenance and support for the software and other technology you are required to use. When launched, the fee is expected to be a monthly amount equal to $500-$750 (with the exact amount based on number of users, number of customers, number of employees and number of transactions). We will provide you with at least 60 days' notice of the initiation of the Technology Fee and any increases to the monthly fee, although the fee will not increase by more than 50% during any 12-month period.

You must have Internet access with a form of high speed connection as we require and you must maintain a dedicated email account for the U.S. LAWNS Business, separate from any personal or other email account. You must purchase any upgrades, enhancements or replacements to the Computer System and/or hardware and software that we may from time to time require.

Advertising

As of the date of this Disclosure Document, you pay a monthly Marketing Contribution in an amount equal to the lesser of 2% of Gross Billings or a "Marketing Cap" of $550 per month to a marketing fund (the "Fund") established by us. We reserve the right to increase the amount of the percentage you are required to pay and/or the Marketing Cap, upon 60 days' notice, but in no event will the Marketing Contribution exceed 3% of Gross Billings (which means that we can increase the Marketing Cap of $550 up to an amount equal to 3% of Gross Billings, which means you may pay more than $550 depending on your Gross Billings).

We administer the Fund. The Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the Fund. If all of the marketing fees are not spent in the fiscal year in which they accrue, the remaining amounts are retained in the Fund for use in the following years. We may use the Fund for various purposes, including, but not limited to: (1) salaries, benefits and any other payments made to employees/team members or any other individual or entity providing services to the Fund; (2) broadcast or print advertising; (3) the creation, development and production of advertising and promotional materials; (4) any marketing or related research and development; and (5) advertising and marketing expenses, including services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies, menu designs, customer incentive programs,

sponsorships, marketing meetings and sales incentives, development of our website and intranet system, Internet access provider costs, subscriptions to industry newsletters or magazines, and administrative costs and salaries for marketing support personnel.

We determine the use of the monies in the Fund. We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Business is located. We oversee the advertising program and use the Fund to create marketing materials and conduct national, regional or local advertising as we determine appropriate. Although we do not have an advertising council, we do have the right to form, change or dissolve any advertising council. We do, however, utilize our Franchise Advisory Council ("FAC") to serve in an advisory capacity only. FAC members are elected by franchisees in good standing. We have the right to form, change or dissolve the FAC. We will contribute to the Fund amounts equal to your required percentage for each similarly situated company-owned businesses in the same local marketing area. From time to time we may contribute to the Fund some amounts paid to us by outside suppliers. We will prepare an annual unaudited accounting of the Fund and will make it available for your review upon your written request. We may use an outside national, regional, or local advertising agency and we anticipate using local and regional media and the internet. We may be reimbursed for administrative costs and overhead incurred in administering the Fund. No portion of the Marketing Fund will be used primarily for the solicitation of franchise sales.

During our last fiscal year ending September 30, 2022, Fund income was spent in the following approximate amounts: 39% on website management and digital marketing, 8% on production, 40% on sales support and 17% on administration and miscellaneous expenses.

In addition to the Fund contributions, you also must use your best efforts to promote and advertise your Business. You may only use your own marketing material if we have approved it before its use. We will notify you of our approval within 30 days after the marketing material is submitted. If we do not notify you of our approval within 30 days of the marketing material being submitted then the marketing material will be deemed unapproved.

You must obtain our written approval of all promotional and marketing materials prior to their use.

Although we do not currently do so, we reserve the right to require advertising or marketing cooperatives to be formed, changed, dissolved or merged in our sole determination.

Site Selection

You will select the site for your Business, subject to our reasonable approval. The factors in our approval process are central location, appropriate zoning, amount of competition, and accessibility for employees. We generally decide on proposed sites within ten business days.

Time of Opening

The typical length of time between the signing of the Franchise Agreement and the opening of the Business is 30 days, which has not been impacted by COVID-19. You must complete the initial training before opening your Business.

If you enter into an Area Development Agreement, we and you will have agreed to a number of Territories and a development schedule which identifies the number of U.S. LAWNS Landscape Businesses you will develop, and the time frame and the Territories in which the U.S. LAWNS Landscape Businesses will be developed. You must sign a Franchise Agreement before you begin operating the U.S. LAWNS Landscape Business under an Area Development Agreement.

Training

We provide a training program for our franchisees. Before the opening of the Business, you must have successfully completed our training program. If you plan to use a manager as a primary operator of the business rather than you as the owner-operator, then your manager must also successfully complete our training program. The initial training is approximately 5-6 days. The training program is scheduled approximately one month before opening of your Business at a time designated by us. The program will be held at our offices in Orlando, although parts of the training program may also be conducted virtually or in the field. The following chart outlines our initial training program.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Franchise System	2	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Support Programs	4	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Products/ Services	3	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Marketing and Sales	12	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Customer Service	2	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Personnel	1	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Financial Management	4	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Office Administration	1	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Computer Operations	1	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Safety	1	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Equipment Operations	1	*	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
Follow up Training in the Subjects Listed Above	0	15	Orlando, FL, Your Location and/or Webinar/Video-Conference Distance Learning
TOTAL HOURS	**32**	**15**	

Instructors are Ken Hutcheson, Matthew Loboda, Steve Gold, Jay Todd, Benjamin Lively, Melissa Fry, Pamela Dolan, Carol Beeler, and John Steeves. Ken Hutcheson has over 28 years' experience in the industry and 26 years' experience with the U.S. Lawns System, including 26 years' experience in franchisee support and franchisee training. Matthew Loboda has over 16 years' experience in the industry and 1 year of experience with the U.S. Lawns System, including 1 years' experience in franchisee support and franchisee training. Steve Gold has over 28 years' experience in the industry and 4 years of experience with the U.S. Lawns System, including 4 years' experience in franchisee support and franchisee training. Jay Todd has over 28 years' experience in the industry and 3 years of experience with the U.S. Lawns System, including 2 years' experience in franchisee support and franchisee training. Benjamin Lively has over 20 years' experience in the industry and 5 years of experience with the U.S. Lawns System, including 5 years' experience in franchisee support and franchisee training. Melissa Fry has over 21 years' experience in the industry and 4 years of experience with the U.S. Lawns System, including 4 years' experience in franchisee support and franchisee training. Pamela Dolan has over 29 years' experience in the industry and 22 years of experience with the U.S. Lawns System, including 22 years' experience in franchisee support and franchisee training. Carol Beeler has over 39 years' experience in the industry and 12 years of experience with the U.S. Lawns System, including 12 years' experience in franchisee support and franchisee training. John Steeves has over 12 years' experience in the industry and 7 years of experience with the U.S. Lawns System, including 7 years' experience in franchisee support and franchisee training.

In addition to the initial training program, you must attend, at your expense, all annual franchise conventions and all meetings relating to new services or products, new operational procedures or programs, training, business management, sales or sales promotion, or similar topics, including any system-wide teleconferences or web-conferences. Although we do not currently do so, we reserve the right to charge you a fee to attend any franchise conventions, meetings, programs or other trainings we require. You are responsible for all travel and living expenses for people from your organization that attend such conventions, meetings, programs, and training sessions. As of the date of this Disclosure Document, we may conduct such conventions, meetings, programs or trainings remotely/virtually. Therefore, you may not incur any travel expenses if such events are done remotely/virtually.

Any training provided by us to any of your workers will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the U.S. LAWNS system. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training.

Our Obligations Under the Area Development Agreement

Except as described above, we do not have additional obligations under the Area Development Agreement.

ITEM 12
TERRITORY

Franchise Agreement

A geographic territory (the "Territory") will be identified in Schedule A to the Franchise Agreement when you sign it. The location of your Territory will be decided on by discussions between you and us. The size of your Territory will be based upon the opportunities within the Territory to provide landscape maintenance services. The minimum territory will be a ten mile radius from the center point. You will have protected rights within your Territory to provide "Landscape Maintenance Services" (as defined in

the Franchise Agreement) under the U.S. LAWNS marks. During the term of the Franchise Agreement, we will not, without your consent, offer or provide Landscape Maintenance Services using the "U.S. LAWNS" mark within your Territory, and we will not license others to do so (except as described with respect to Regional Accounts below in this Item 12). We do retain the right to use other channels of distribution (e.g. the Internet, catalog, telemarketing, direct marketing) inside your Territory using our Marks or other trademarks. We do not have to pay you for exercising our rights. As a result, you will not receive an exclusive territory. You may face competition from other franchisees, from other outlets we or our affiliates may operate, or from other channels of distribution or competitive brands that we, our affiliates or third parties control, operate or franchise.

BVC and its subsidiaries and affiliates may provide landscape maintenance and related services in your Territory under the various Brightview marks, and may solicit and accept orders within your Territory. BES (an affiliate of BrightView), through subcontractors, services Centrally Managed Accounts in the landscape maintenance and snow services area under the Brightview marks. Some of the Centrally Managed Account customers may be located in your Territory. BES and its subsidiaries and affiliates may solicit and accept orders within your Territory. Further, BVC and its subsidiaries and affiliates may provide landscape maintenance services in your Territory under the various Brightview marks, and may solicit and accept orders within your Territory. Neither we nor any of our affiliates have established any procedures to resolve conflicts that may develop among BVC and its subsidiaries and affiliates and their respective businesses and you and us concerning territory, customers and ongoing franchise support.

Continuation of your franchise rights and Territory does not depend on the achievement of a certain market penetration or other contingency. However, if you do not meet minimum annual Gross Billings, we have the right to terminate the Franchise Agreement. The minimum annual Gross Billings are: (1) $50,000 for the first year of operation; (2) $100,000 for the second year of operation; and (3) $200,000 for the third year of operation and each subsequent year. You do not receive the option to acquire additional franchises unless you sign another franchise agreement or an Additional Territory Option Agreement with us.

Option Agreement

If you request, we may grant you an option to develop an additional U.S. Lawns Landscape Business in a specific geographic area (the "Option Territory"). You must sign an Additional Territory Option Agreement in the form attached as Schedule J to the Franchise Agreement which contains the terms of the option, including a description of the Option Territory, the time within which you must exercise the option (the "Option Period"), and your rights during the Option Period. You must pay a non-refundable $5,000 option fee when you sign the Additional Territory Option Agreement. The Option Period will be for 12 months. If you elect to exercise your option by signing a new Franchise Agreement, you must pay us the then-current initial franchise fee when you sign the new Franchise Agreement and after you have received any required Franchise Disclosure Document in connection with the new Franchise Agreement.

Area Development Agreement

If you sign an Area Development Agreement with us, you will receive certain protected rights to develop more than one U.S. LAWNS Landscape Business within designated Territories described in Appendix C attached to the Area Development Agreement. As further described in the following paragraph, you will not receive an exclusive territory. You may face competition from other franchisees, from other outlets we own, or from other channels of distribution or competitive brands that we control. We will not develop or operate or grant a franchise to operate a U.S. LAWNS Landscape Business in the Designated Area so long as you are in compliance with the Development Schedule set forth in the Area Development Agreement.

We and our affiliates expressly reserve the exclusive, unrestricted right, directly and indirectly, and through licenses and franchisees to:

(i) establish and/or license others to establish franchised or company-owned U.S. LAWNS businesses at any location outside the Territory regardless of the proximity of such business to your Territory;

(ii) advertise, market, promote and provide any goods and services under trademarks, service marks, trade names and other commercial symbols other than the Marks, at any location, within or outside the Territory, and to solicit prospective customers, including property management companies, for such goods and services wherever they may be located;

(iii) merge with, acquire or become acquired by any businesses, including competitive businesses, which businesses operate under trademarks other than the U.S. LAWNS Marks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your U.S. LAWNS Business, and which may be located anywhere inside or outside the Territory; and

(iv) sell and distribute for ourselves and/or license others to sell and distribute within and outside the Territory, products or services the same as or different from the products and services offered from your U.S. LAWNS Business, and which are offered and distributed under marks different than the Marks.

You may not solicit or accept orders from outside your Territory without our prior consent, or use other channels of distribution such as the Internet, catalog sales, telemarketing, or direct marketing to make sales outside your Territory with our consent or without adherence to our policies and procedures.

Regional Accounts

We have the right to solicit Regional Accounts wherever located. In order to enable us to negotiate special arrangements involving Regional Accounts, including responding to requests for proposals ("RFP") involving locations which may or may not be in your Territory, at our request, you must promptly evaluate the applicable Regional Account location(s) located within your Territory and prepare a bid package for each such location in accordance with such formats, procedures and specifications as we may establish, including any supplemental or modified bid package which we may require in order to satisfy the requirements of the Regional Account (each a "Bid Package"). If we accept the Bid Package, you must honor your proposal and sign all agreements and other documents and instruments as we and the Regional Account may require to fulfill the agreed on contract terms ("Regional Account Agreement"). We will give you the first opportunity to submit a Bid Package on each proposed Regional Account location which is within your Territory and to perform Landscape Maintenance Services to Regional Account locations located in your Territory; provided, however, that we may, as applicable, submit Bid Packages and perform such Landscape Maintenance Services or cause other owners or contractors to do so, if: (a) you fail to timely submit a Bid Package in accordance with our request, or if we determine that the Bid Package submitted by you is likely to be rejected by the Regional Account; (b) we reject your Bid Package or if the Regional Account notifies you or us that it does not wish to be served by you; (c) you for any reason fail or refuse to perform in accordance with the Bid Package and Regional Account Agreement; (d) you, at the time of the issuance of the RFP or submission of the Bid Package, are in default of your obligations or under any other agreement with us, or under any other Regional Account Agreement to which you are party; or (e) you are, in our judgment exercised in good faith, not qualified, equipped or otherwise capable to satisfy the RFP or Regional Account Agreement requirements or to perform the services as required. We may, but are not obligated to, compensate you for Landscape Maintenance Services performed by us, our affiliates or other

owners or contractors for Regional Account locations located in your Territory in such amounts (if any) as we determine.

We or an affiliate may charge a management fee to offset the sales and administrative expenses of processing and managing Regional Accounts. We reserve the right to modify the Regional Accounts Program from time to time.

Certain of the Affiliated Programs described in Item 1, and other portfolio companies that currently are or in the future may be owned by investment funds managed by our affiliates, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, and their trademarks. As noted in Item 1, all of these affiliated franchise brands have different management from us, a different principal business address from us, and different training facilities from our offices. These Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, except to a limited extent The Grounds Guys franchise system as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers in your territory. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, we grant you the nonexclusive right to use the Marks in connection with the operation of your Business. The following Marks are registered upon the Principal Registry of the United States Patent and Trademark Office:

Mark	Registration No.	Date of Registration
	1,475,402	February 9, 1988
	1,596,756	May 15, 1990
US LAWN	1,980,654	June 18, 1996
	2,937,423	April 5, 2005
U.S. LAWNS	3,047,863	January 24, 2006
	3,152,508	October 10, 2006
NATIONAL STRENGTH, LOCAL COMMITMENT	3,219,575	March 20, 2007
YOUR IMAGE IS EVERYTHING TO US	3,751,579	February 23, 2010
IMPROVE YOUR COMMUNITY.	4,769,230	July 7, 2015

Mark	Registration No.	Date of Registration
	1,475,402	February 9, 1988
	1,596,756	May 15, 1990
US LAWN	1,980,654	June 18, 1996
	2,937,423	April 5, 2005
IMPROVE YOUR LIFE.		
YOUR TURF. OUR LAWN.	4,769,231	July 7, 2015
	4,944,158	April 26, 2016
CONSERVING THE NATURE OF YOUR BRAND	5,086,920	November 22, 2016
BETTER PAY IS ONLY THE BEGINNING	5,787,509	June 25, 2019

We claim common law trademark rights for all of the Marks. We have filed or intend to file all required affidavits and renewals for the Marks noted above.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark (a) in your corporate or legal business name; (b) with modifying words, terms, designs, or symbols (except for those we license to you); (c) in selling any unauthorized services or products; or (d) as part of any domain name, homepage, electronic address, or otherwise in connection with a website.

Your use of the Marks and any goodwill is to our exclusive benefit, and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. We may change the System presently identified by the Marks, including the adoption of new Marks, new products, new services, or new techniques, and you must adopt the changes in the System as if they were part of the Franchise Agreement at the time of its execution. You must comply within a reasonable time, at your expense, if we notify you to discontinue or modify your use of any Mark.

There are currently no material determinations of the U.S. Patent and Trademark Office ("USPTO"), the Trademark Trial and Appeal Board, or any state trademark administrator or court; or any pending infringement, opposition, or cancellation proceedings involving the principal Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in any trademark.

There are no currently effective agreements that significantly limit our rights to use or license the use of these trademarks.

We will protect your right to use the Marks against claims of infringement or unfair competition arising out of your proper use of the Marks. You must promptly notify us of the use of, or claim of rights to, a trademark identical or confusingly similar to our Marks, or of any use or infringement of which you are aware or any challenge or claim arising out of your use of any Mark. We have the right to determine whether or not we will take affirmative action when notified of these uses or claims and the right to

exclusively control any litigation or proceedings. You are required to assist us, without compensation, in the prosecution of such litigation or proceedings. We will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Marks in violation of the Franchise Agreement, in which case you must pay us for our costs and expenses.

We know of no superior prior rights or infringing uses that could materially affect your use of the trademarks in the state where your franchise business will be located.

You do not receive any right under the Area Development Agreement to use the Marks. Those rights are granted only under the Franchise Agreement.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

As of the date of this Disclosure Document, we do not own any rights in or to any patents, patent applications or copyrights that are material to the franchise. We claim copyright protection for our Operations Manual and other publications and promotional materials, although we have not registered any of the materials with the U.S. Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement, Operations Manual, and other communications that we provide to you. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office (Library of Congress), USPTO, Board of Patent Appeals & Interferences, or any court, or any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any patents or copyrights.

There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

We know of no superior prior rights or infringing uses that could materially affect your use of the copyrights in the state where your franchise business will be located.

All ideas, concepts, techniques, or materials concerning the operation of a U.S. LAWNS business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with those having access. We may regulate the form of agreement that you use and will be a third-party beneficiary of that agreement with independent enforcement rights.

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

You do not have to participate personally in the direct operation of the Business, even though we recommend that you do. You or one or more of your employees must successfully complete the initial training program. You must keep the Business under the direct full-time supervision of you or of a trained and competent manager who has completed our training program or equivalent training to our satisfaction. You must keep us informed at all times of the identity of any supervisory employee acting as regular manager of the Business. Any individual who attends our initial training program and will serve in a general manager role will be required to sign a confidentiality/non-competition agreement (Schedule E to the Franchise Agreement).

You and your owners must sign a personal guarantee, the form of which is attached to the Franchise Agreement. If you have entered into an Area Development Agreement, you and your owners must sign a personal guarantee, the form of which is attached to the Area Development Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may provide Landscape Maintenance Services to any customer in your Territory. You must meet our requirements when operating your Business. You may not sell any product or service which we have not approved in advance. You may not use the Business office or warehouse for any purpose other than the operation of the U.S. LAWNS business. During each season of the year, you must offer all products and services which we have authorized. We may change the types of authorized products and services, and there is no limit on our ability to make these changes. You do not have to offer services which we have classified as "optional services." You must purchase only materials and supplies which meet our requirements.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 4.A	10 years
b. Renewal or extension	Section 4.B	Two renewal terms of 10 years each.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
c. Requirements for you to renew or extend	Section 4.B	Sign new agreement (that new agreement may contain terms different from your current agreement, including higher fees); you are not in default, including payment of amounts owed and have satisfied all monetary and material obligations on a timely basis and you are in good standing; you complete any current training requirements; and you sign a release of claims in a form we prescribe.
d. Termination by you	Section 12.C	If we have materially failed to comply and do not cure within 30 days of notice.
e. Termination by us without cause	None	Not applicable
f. Termination by us with cause	Section 12.B	We can terminate only if you default or fail to comply with your obligations.
g. "Cause" defined-curable defaults	Section 12.B	You have 10 days to cure the non-submission of reports and non-payment of amounts due and owing; and 30 days to cure defaults for the failure to abide by our standards and requirements in connection with the operation of your Business, or failure to meet any requirements or specifications established by us, and any other default not listed in (h) below. You have 30 days to cure defaults not listed in (h) below.
h. "Cause" defined-non-curable defaults	Section 12.B	Non-curable defaults include: any material misrepresentation or omission in your franchise application for a franchise or other reports or information, abandonment, unauthorized use of confidential information, your insolvency, unapproved assignments or transfers, defaults that materially impair the goodwill associated with any of the Marks, criminal convictions, intentionally understating or underreporting Gross Billings or other fees, multiple defaults or failure to cure within 24 hours of notice a default which violates any health, safety or sanitation law.
i. Your obligations on termination/nonrenewal	Section 13	Cease operating Business, cease use of system and Marks, cancel assumed or similar name registrations, return materials, change telephone number or de-identify, and pay outstanding amounts.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
j. Assignment of contract by us	Section 10.G	No restriction on our right to assign.
k. "Transfer" by you-defined	Section 10.A	Includes transfer of any right or interest in the Agreement or you, the franchisee entity.
l. Our approval of transfer by franchisee	Sections 10.B, 10.C and 10.D	We have the right to approve all transfers.
m. Our approval of transfer by you	Sections 10.B, 10.C and 10.D	Transferee meets all of our then-current requirements for new franchisees, transfer fee and any applicable training fee paid, all amounts owed by prior franchisee paid, training completed, transferee executes then current form of franchise agreement (modified to reflect that agreement relates to a transfer), required guarantees signed, necessary financial reports and other data on franchise business is prepared, release signed by you, full compliance of your obligations under all Franchise Agreements executed between you and us, and other conditions that we may reasonably require from time to time as part of our transfer policies.
n. Our right of first refusal to acquire your Business	Section 10.F	We have right to match offer.
o. Our option to purchase your Business	Section 13.B	Upon termination, we have the right (but not the obligation) to purchase or designate a third party that will purchase all or any portion of the assets of your Business, including the equipment, fixtures, signs, supplies, and inventory.
p. Your death or disability	Section 10.E	You can transfer your franchise rights to your heir or successor in interest like any other transfer, provided the person satisfies our training requirements and other transfer conditions.
q. Non-competition covenants during the term of the franchise	Sections 9.D	No involvement in any landscape maintenance business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Section 9.D	No interest for 2 years in any landscape maintenance business within the Territory, within 50 mile radius of Territory, or inside territory of other U.S. LAWNS business.
s. Modification of the agreement	Sections 14.B	No modifications without writing, but the Operations Manual, specifications and procedures can be changed.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
t. Integration/merger clause	Section 14.B	Only terms of Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Franchise Agreement or this Disclosure Document may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 11	Except for certain claims (including any action related solely to the collection of moneys owed to us or our affiliate), all disputes must be mediated and arbitrated.
v. Choice of forum	Section 14.I	Litigation must be in the applicable federal or state court where our headquarters are located (currently, Orlando, Florida) (subject to state law).
w. Choice of law	Section 14.H.1	Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the laws of the state of Florida will govern (subject to state law).

This table lists important provisions of the Area Development Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document as Exhibit C.

PROVISION	SECTION IN AREA DEVELOP-MENT AGREEMENT	SUMMARY
a. Length of the franchise term	Section 5	Term expires on the date that your last U.S. Lawns Business is scheduled to be opened under the Development Schedule
b. Renewal or extension	Not applicable	Not applicable
c. Requirements for you to renew or extend	Not applicable	Not applicable
d. Termination by you	Not applicable	You may terminate under any grounds permitted by applicable law
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	Section 7.B	We can terminate only if you default or fail to comply with your obligations.
g. "Cause" defined-curable defaults	Section 7.B	You have 30 days to cure a final judgement that is unsatisfied of record, any suit to foreclose any lien or mortgage any your premises or equipment, and any other default not listed in (h) below.

PROVISION	SECTION IN AREA DEVELOP-MENT AGREEMENT	SUMMARY
h. "Cause" defined-non-curable defaults	Section 7.B	Non-curable defaults include: your insolvency, failure to meet the Development Schedule, unauthorized use of confidential information or termination of any of your franchise agreements with us.
i. Your obligations on termination/nonrenewal	Section 8	Lose all rights to open U.S. Lawns Landscaping Business, cease use of system and Marks (except under any franchise agreement that remains valid), return materials, change telephone number or de-identify, and pay outstanding amounts.
j. Assignment of contract by us	Section 9.A	No restriction on our right to assign.
k. "Transfer" by you-defined	Section 9.B	Includes transfer of any right or interest in the Agreement or you, the franchisee entity.
l. Our approval of transfer by franchisee	Section 9.B	We have the right to approve all transfers.
m. Our approval of transfer by you	Section 9.B	Transferee meets all of our then-current requirements for new franchisees and assumes your development obligations, including payment of any remaining fees.
n. Our right of first refusal to acquire your Business	Not applicable	Not applicable
o. Our option to purchase your Business	Section 8.F	Upon termination, we have the right (but not the obligation) to purchase or designate a third party that will purchase all or any portion of the assets of your Business, including the equipment, fixtures, signs, supplies, and inventory.
p. Your death or disability	Not applicable	Not applicable
q. Non-competition covenants during the term of the franchise	Section 6.D.2	No involvement in any landscape maintenance business in the development Territory.
r. Non-competition covenants after the franchise is terminated or expires	Section 6.D.3	No interest for 2 years in any landscape maintenance business within the development Territory, within 50 mile radius of the development Territory, or inside territory of other U.S. LAWNS business.
s. Modification of the agreement	Sections 11.C	No modifications without writing, but the Operations Manual, specifications and procedures can be changed.

PROVISION	SECTION IN AREA DEVELOP-MENT AGREEMENT	SUMMARY
t. Integration/merger clause	Section 11.C	Only terms of Area Development Agreement are binding (subject to state law). Any representations or promises made outside the Area Development Agreement or this Disclosure Document may not be enforceable. Nothing in the Area Development Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 10	Except for certain claims (including any action related solely to the collection of moneys owed to us or our affiliate), all disputes must be mediated and arbitrated
v. Choice of forum	Section 11.J	Litigation must be in the applicable federal or state court where our headquarters are located (currently, Orlando, Florida) (subject to state law).
w. Choice of law	Section 11.I.1	Except for claims under federal trademark law, the laws of the state of Florida will govern (subject to state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Part I of this Item 19 presents unaudited information about 196 franchised territories ("Franchised Territories") that were open and continuously operating from October 1, 2021 through September 30, 2022 (the "2021-2022 Accounting Period"). As the end of the 2021-2022 Accounting Period, there were 209 Franchised Territories open and operating in the United States. Of the 13 Franchised Territories excluded from the tables in Part I of this Item 19, 4 Franchised Territories are excluded because they U.S. Lawns Landscape Businesses for such territories were not continuously operating for the full 2021-2022 Accounting Period and are pending formal termination, 8 Franchised Territories are excluded because the franchisee reports were not submitted in a complete and timely fashion for inclusion in Part 1 of this Item 19, and 1 Franchised Territory is excluded from Part I of this Item 19 because the U.S. Lawns Landscape

Business for such territory commenced operations during the 2021-2022 Accounting Period and was open less than the full 12 month 2021-2022 Accounting Period. In addition, 14 Franchised Territories closed during the 2021-2022 Accounting Period and are not included in this Item 19. Of the 14 that closed during the 2021-2022 Accounting Period, none were closed after being open for less than 12 months.

Part II of this Item 19 presents unaudited information about 210 franchised territories ("Franchised Territories") that were open and continuously operating from October 1, 2020, through September 30, 2021 (the "2020-2021 Accounting Period"). As of the end of the 2020-2021 Accounting Period, there were 222 Franchised Territories open and operating in the United States. Of the 12 Franchised Territories excluded from the tables in Part II of this Item 19, 4 Franchised Territories are excluded because the U.S. LAWNS Landscape Businesses for such territories were not continuously open for the full 2020-2021 Accounting Period and are pending formal termination, 4 Franchised Territories are excluded because the franchisee reports were not submitted in a complete and timely fashion for inclusion in Part II of this Item 19 (those reports still have not been received as of the date of this Disclosure Document), and 4 Franchised Territories are excluded from Part II of this Item 19 because the U.S. LAWNS Landscape Businesses for such territories commenced operations during the 2020-2021 Accounting Period and were open less than the full 12 month 2020-2021 Accounting Period. In addition, 12 Franchised Territories closed during the 2020-2021 Accounting Period and are not included in this Item 19. Of the 12 that closed during the 2020-2021 Accounting Period, none were closed after being open for less than 12 months.

PART I – 2020-2021 ACCOUNTING PERIOD DATA

STATEMENT OF AVERAGE AND MEDIAN GROSS SALES

The following Tables 1A and 1B present unaudited information about the average and median Gross Sales of the 196 Franchised Territories that were open and continuously operating for the 2021-2022 Accounting Period.

As used in this Item 19, the term "Gross Sales" means all revenue and income from any source derived or received by the Franchised Territories from, through, by or on account of the operation of the Franchised Territory, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise, less the amount of any documented refunds given in good faith to customers and less any sales taxes. We obtained this Gross Sales information from unaudited franchisee reports submitted to us consistent with our reporting requirements. Neither we nor our independent certified public accountants have audited or verified any of the Gross Sales information reported to us. Franchisees are not required to use generally accepted accounting principles when reporting these figures.

TABLE 1A
GROSS SALES OF THE 196 FRANCHISED TERRITORIES
OPEN THE ENTIRE 2021-2022 ACCOUNTING PERIOD

# of Full Calendar Years (Note 1)	Average Gross Sales (Notes 2 and 3)	High (Note 5)	Median (Note 4)	Low (Note 6)	Number & % Above Average (Note 7)	Number & % Below Average (Note 8)	Number & % Above Median (Note 9)	Number & % Below Median (Note 10)
1+	$1,076,284	$6,606,471	$745,761	$35,083	63 / 32%	133 / 68%	98 / 50%	98 / 50%

TABLE 1B
GROSS SALES BY "TIME PERIOD" OF THE 196 FRANCHISED TERRITORIES
OPEN THE ENTIRE 2021-2022 ACCOUNTING PERIOD

# of Full Calendar Years (Note 1)	Average Gross Sales (Notes 2 and 3)	High (Note 5)	Median (Note 4)	Low (Note 6)	Number & % Above Average (Note 7)	Number & % Below Average (Note 8)	Number & % Above Median (Note 9)	Number & % Below Median (Note 10)
5+	$1,184,805	$6,606,471	$787,326	$35,084	52 / 33%	108 / 67%	80 / 50%	80 / 50%
3-4	$616,561	$3,146,405	$481,325	$95,764	14 / 42%	19 / 58%	16 / 48%	17 / 52%
1-2	$345,455	$860,915	$133,644	$41,806	1 / 33%	2 / 67%	2 / 67%	1 / 33%

Footnotes to Tables 1A and 1B

(1) Number of Full Calendar Years – The term "Number of Full Calendar Years" refers to the relative performance of the Franchised Territories included in this Item 19 by their length of time in operation, also referred to as the "time period". Specifically, "1-2" full calendar years refers to Franchised Territories in operation between 12 months and 35 months; "3-4" full calendar years refers to Franchised Territories in operation between 36 months and 59 months; and "5+" full calendar years refers to Franchised Territories in operation 60 months or longer. Table 1A includes all 196 Franchised Territories open the entire 2021-2022 Accounting Period regardless of the number of full calendar years in operation. Table 1B includes all 196 Franchised Territories and is separated by the number of full calendar years in operation.

(2) Gross Sales – As referenced above, "Gross Sales" means all revenue and income from any source derived or received by the Franchised Territory from, through, by or on account of the operation of the Territory, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise, less the amount of any documented refunds given in good faith to customers and less any sales taxes.

(3) Average Gross Sales – In the above charts, Average Gross Sales is defined by the total Gross Sales of each time period divided by the number of Franchised Territories in each time period as referenced in the "Number of Full Calendar Years" description. As noted above, information relating to the Franchised Territories is based on unaudited franchisee reports submitted to us.

(4) Median – This is the Median Gross Sales amount for each grouping of Franchised Territories in the charts above. In calculating the median for the Franchised Territories in the tables above, the two central amounts for an odd number of Franchised Territories were averaged.

(5) High – Discloses the highest Gross Sales from a Franchised Territory within each time period.

(6) Low – Discloses the lowest Gross Sales from a Franchised Territory within each time period.

(7) Number & % Above Average – Refers to the number and percentage of Franchised Territories for each time period whose Gross Sales met or exceeded the Average Gross Sales.

(8) Number & % Below Average – Refers to the number and percentage of Franchised Territories for each time period whose Gross Sales were less than the Average Gross Sales.

(9) Number & % Above Median – Refers to the number percentage of Franchised Territories for each time period whose Gross Sales met or exceeded Median Gross Sales.

(10) Number & % Below Median – Refers to the number and percentage of Franchised Territories for each time period whose Gross Sales were less than the Median Gross Sales.

STATEMENT ON AVERAGE AND MEDIAN GROSS SALES BY QUARTILE

The following Table 1C presents unaudited information about the average and median Gross Sales of the 196 Franchised Territories that were open and continuously operating during the 2021-2022 Accounting Period. 196 Franchised Territories are represented and divided into quartiles based on Gross Sales. The quartiles were derived by taking the 196 Franchised Territories and dividing them into four evenly-sized groups, with the Franchised Territories achieving the highest Gross Sales being in the fourth quartile, the next highest being in the third quartile, and so forth. All amounts are shown in U.S. dollars.

TABLE 1C
GROSS SALES BY QUARTILE OF THE 196 FRANCHISED TERRITORIES
OPEN FOR MORE THAN ONE YEAR AND THE ENTIRE 2021-2022 ACCOUNTING PERIOD

Quartile	First Quartile	Second Quartile	Third Quartile	Fourth Quartile	All Quartiles
Average Gross Sales (Notes 1 and 2)	$2,568,437	$949,154	$563,603	$223,942	$1,076,284
High (Note 4)	$6,606,471	$1,303,569	$736,108	$394,471	$6,606,471
Low (Note 5)	$1,318,180	$740,914	$394,471	$35,084	$745,761
Median (Note 3)	$2,110,173	$896,130	$537,772	$237,586	$35,083
Number of Territories	49	49	49	49	196
Number / % Above Average (Note 6)	17 / 35%	22 / 45%	21 / 43%	25 / 51%	63 / 32%
Number / % Below Average (Note 7)	32 / 65%	27 / 55%	28 / 57%	24 / 49%	133 / 68%
Number / % Above Median (Note 8)	24 / 49%	24 / 49%	24 / 49%	25 / 51%	98 / 50%
Number / % Below Median (Note 9)	25 / 51%	25 / 51%	25 / 51%	24 / 49%	98 / 50%

(1) Gross Sales – As referenced above, "Gross Sales" means all revenue and income from any source derived or received by the Franchised Territory from, through, by or on account of the operation of the Territory, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise, less the amount of any documented refunds given in good faith to customers and less any sales taxes.

(2) Average Gross Sales – In the above chart, Average Gross Sales is defined by the total Gross Sales of the Franchise Territory in each quartile during the 2020-2021 Accounting Period divided by the number of Franchised Territories in each quartile. As noted above, information relating to the Franchised Territories is based on unaudited franchisee reports submitted to us.

(3) Median – This is the Median Gross Sales amount for each quartile of Franchised Territories in the chart above. In calculating the median for the Franchised Territories in the table above, the two central amounts for an odd number of Franchised Territories were averaged.

(4) High – Discloses the highest Gross Sales from a Franchised Territory within each quartile.

(5) Low – Discloses the lowest Gross Sales from a Franchised Territory within each quartile.

(6) Number & % Above Average – Refers to the number and percentage of Franchised Territories for each quartile whose Gross Sales met or exceeded the Average Gross Sales for the relevant quartile.

(7) Number & % Below Average – Refers to the number and percentage of Franchised Territories for each quartile whose Gross Sales were less than the Average Gross Sales for the relevant quartile.

(8) Number & % Above Median – Refers to the number percentage of Franchised Territories for each quartile whose Gross Sales met or exceeded Median Gross Sales for the relevant quartile.

(9) Number & % Below Median – Refers to the number and percentage of Franchised Territories for each quartile whose Gross Sales were less than the Median Gross Sales for the relevant quartile.

STATEMENT OF AVERAGE AND MEDIAN GROSS PROFITS

The following Tables 1D and 1E present unaudited information about the average Gross Profit of the 196 Franchised Territories that were open and continuously operating during the 2021-2022 Accounting Period. As used in this Item 19, the term "Gross Profit" means all revenue and income from any source derived or received by the Franchised Territories from, through, by or on account of the operation of the Territory, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise, less the cost of providing the service, including; direct costs (labor, materials, supplies, royalties), equipment overheads (payments, insurance, repairs & maintenance, gas & oil) and indirect costs (supervisory salaries, waste disposal, uniforms). We obtained this Gross Profit information from unaudited franchisee reports submitted to us consistent with our reporting requirements. Neither we nor our independent certified public accountants have audited or verified any of the Gross Profit information reported to us. Franchisees are not required to use generally accepted accounting principles when reporting these figures.

TABLE 1D
GROSS PROFITS BY OF THE 196 FRANCHISED TERRITORIES
OPEN THE ENTIRE 2021-2022 ACCOUNTING PERIOD

# of Full Calendar Years (Note 1)	Average Gross Profit (Notes 2 and 3)	High (Note5)	Median (Note 4)	Low (Note 6)	Number & % Above Average (Note 7)	Number & % Below Average (Note 8)	Number & % Above Median (Note 9)	Number & % Below Median (Note 10)
1+	$385,687	$2,482,673	$249,641	($26,380)	66 / 34%	130 / 66%	98 / 50%	98 / 50%

TABLE 1E
GROSS PROFITS BY "TIME PERIOD" OF THE 196 FRANCHISED TERRITORIES OPEN THE ENTIRE 2021-2022 ACCOUNTING PERIOD

# of Full Calendar Years (Note 1)	Average Gross Profit (Notes 2 and 3)	High (Note5)	Median (Note 4)	Low (Note 6)	Number & % Above Average (Note 7)	Number & % Below Average (Note 8)	Number & % Above Median (Note 9)	Number & % Below Median (Note 10)
5+	$411,675	$2,482,673	$260,866	$7,808	52 / 33%	108 / 67%	80 / 50%	80 / 50%
3-4	$285,844	$1,182,628	$186,230	($26,380)	11 / 33%	22 / 67%	16 / 48%	17 / 52%
1-2	$97,936	$220,682	$38,865	$34,263	1 / 33%	2 / 67%	2 / 67%	1 / 33%

Footnotes to Tables 1D and 1E

(1) Number of Full Calendar Years – The term "Number of Full Calendar Years" refers to the relative performance of the Franchised Territories included in this Item 19 by their length of time in operation, also referred to as the "time period". Specifically, "1-2" full calendar years refers to Franchised Territories in operation between 12 months and 35 months; "3-4" full calendar years refers to Franchised Territories in operation between 36 months and 59 months; and "5+" full calendar years refers to Franchised Territories in operation 60 months or longer. Table 1D includes all 196 Franchised Territories open the entire 2021-2022 Accounting Period regardless of the number of full calendar years in operation. Table 1E includes all 196 Franchised Territories and is separated by the number of full calendar years in operation.

(2) Gross Profit – As referenced above, "Gross Profit" means all revenue and income from any source derived or received by the Franchised Territory from, through, by or on account of the operation of the Territory, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise, less the cost of providing the service, including; direct costs (labor, materials, supplies, royalties), equipment overheads (payments, insurance, repairs & maintenance, gas & oil) and indirect costs (supervisory salaries, waste disposal, uniforms).

(3) Average Gross Profit – In the above charts, Average Gross Profit is defined by the total Gross Profits of each time period divided by the number of Franchised Territories in each time period as referenced in the "Number of Full Calendar Years" description. As noted above, information relating to the Franchised Territories is based on unaudited franchisee reports submitted to us.

(4) Median – This is the Median Gross Profit amount for each grouping of Franchised Territories in the charts above. In calculating the median for the Franchised Territories in the tables above, the two central amounts for an odd number of Franchised Territories were averaged.

(5) High – Discloses the highest Gross Profits from a Franchised Territory within each time period.

(6) Low – Discloses the lowest Gross Profits from a Franchised Territory within each time period.

(7) Number & % Above Average – Refers to the number and percentage of Franchised Territories for each time period whose Gross Profits met or exceeded the Average Gross Profits.

(8) Number & % Below Average – Refers to the number and percentage of Franchised Territories for each time period whose Gross Profits were less than the Average Gross Profits.

(9) Number & % Above Median – Refers to the number and percentage of Franchised Territories for each time period whose Gross Profits met or exceeded Median Gross Profits.

(10) Number & % Below Median – Refers to the number and percentage of Franchised Territories for each time period whose Gross Profits were less than the Median Gross Profits.

STATEMENT ON AVERAGE COST PERCENTAGES BY CATEGORY

The following table presents unaudited information about the average cost percentages of the 196 Franchised Territories that were open and continuously operating during the 2021-2022 Accounting Period (meaning October 1, 2021 through September 30, 2022). Cost information is shown as a percentage of Gross Sales. As used in Item 19, the term "Gross Sales" means all revenue and income from any source derived or received by the Franchised Territories from, through, by or on account of the operation of the Franchised Territory, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise, less the amount of any documented refunds given in good faith to customers and less any sales tax. We obtained this cost information from unaudited franchisee reports submitted to us consistent with our reporting requirements. Neither we nor our independent certified public accountants have audited or verified any of the cost information reported to us. Franchisees are not required to use generally accepted accounting principles when reporting these figures.

AVERAGE COST PERCENTAGES OF THE 196 FRANCHISED TERRITORIES OPEN FOR MORE THEN ONE YEAR AND FOR THE ENTIRE 2021-2022 ACCOUNTING PERIOD

Direct Costs (Note 1)	Equipment Overhead (Note 2)	Indirect Costs (Note 3)	Gross Profit (Note 4)	Administrative Costs (Note 5)	Net Profit (Note 6)
52.7%	12.1%	4.7%	30.6%	16.0%	14.5%

(1) Direct Costs – Refers to the average percentage of Gross Sales that is attributed to Direct Costs. Direct Costs include labor, materials supplies, royalties, subcontractor payments and equipment rentals.

(2) Equipment Overhead – Refers to the average percentage of Gross Sales that is attributed to Equipment Overhead. Equipment Overhead includes payments, insurance, repairs, maintenance, gas and oil.

(3) Indirect Costs - Refers to the average percentage of Gross Sales that is attributed to Indirect Costs. Indirect Costs include supervisory salaries, waste disposal and uniforms.

(4) Gross Profit – Refers to the average Gross Profit percentage. Gross Profit is defined as Gross Sales less Direct Costs, Equipment Overhead and Indirect Costs.

(5) Administrative Costs – Refers to the average percentage of Gross Sales that is attributed to Administrative Costs. Administrative Costs include owner/officer salaries, owner benefit, rent, utilities, insurance, office supplies promotional/advertising expenses, sales expenses, licenses and interest.

(6) Net Profit – Refers to the percentage of Gross Sales that is remaining after all working expenses (direct, equipment, indirect and administrative) have been paid.

PART II – 2020-2021 ACCOUNTING PERIOD DATA

STATEMENT OF AVERAGE AND MEDIAN GROSS SALES

The following Tables 2A and 2B present unaudited information about the average and median Gross Sales of the 210 Franchised Territories that were open and continuously operating for the 2020-2021 Accounting Period.

TABLE 2A
GROSS SALES OF THE 210 FRANCHISED TERRITORIES
OPEN THE ENTIRE 2020-2021 ACCOUNTING PERIOD

# of Full Calendar Years (Note 1)	Average Gross Sales (Notes 2 and 3)	High (Note 5)	Median (Note 4)	Low (Note 6)	Number & % Above Average (Note 7)	Number & % Below Average (Note 8)	Number & % Above Median (Note 9)	Number & % Below Median (Note 10)
1+	$916,227	$5,593,453	$657,839	$29,194	68 / 32%	142 / 68%	105 / 50%	105 / 50%

TABLE 2B
GROSS SALES BY "TIME PERIOD" OF THE 210 FRANCHISED TERRITORIES
OPEN THE ENTIRE 2020-2021 ACCOUNTING PERIOD

# of Full Calendar Years (Note 1)	Average Gross Sales (Notes 2 and 3)	High (Note 5)	Median (Note 4)	Low (Note 6)	Number & % Above Average (Note 7)	Number & % Below Average (Note 8)	Number & % Above Median (Note 9)	Number & % Below Median (Note 10)
5+	$1,016,189	$5,593,453	$719,862	$46,968	57 / 34%	113 / 66%	85 / 50%	85 / 50%
3-4	$603,381	$1,478,518	$571,805	$37,662	9 / 45%	11 / 55%	10 / 50%	10 / 50%
1-2	$379,811	$1,032,930	$332,767	$48,790	8 / 40%	12 / 60%	10 / 50%	10 / 50%

Footnotes to Tables 2A and 2B

(1) Number of Full Calendar Years – The term "Number of Full Calendar Years" refers to the relative performance of the Franchised Territories included in this Item 19 by their length of time in operation, also referred to as the "time period". Specifically, "1-2" full calendar years refers to Franchised Territories in operation between 12 months and 35 months; "3-4" full calendar years refers to Franchised Territories in operation between 36 months and 59 months; and "5+" full calendar years refers to Franchised Territories in operation 60 months or longer. Table 2A includes all 210 Franchised Territories open the entire 2020-2021 Accounting Period regardless of the number of full calendar years in operation. Table 2B includes all 210 Franchised Territories and is separated by the number of full calendar years in operation.

(2) Gross Sales – As referenced above, "Gross Sales" means all revenue and income from any source derived or received by the Franchised Territory from, through, by or on account of the operation

of the Territory, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise, less the amount of any documented refunds given in good faith to customers and less any sales taxes.

(3) Average Gross Sales – In the above charts, Average Gross Sales is defined by the total Gross Sales of each time period divided by the number of Franchised Territories in each time period as referenced in the "Number of Full Calendar Years" description. As noted above, information relating to the Franchised Territories is based on unaudited franchisee reports submitted to us.

(4) Median – This is the Median Gross Sales amount for each grouping of Franchised Territories in the charts above. In calculating the median for the Franchised Territories in the tables above, the two central amounts for an odd number of Franchised Territories were averaged.

(5) High – Discloses the highest Gross Sales from a Franchised Territory within each time period.

(6) Low – Discloses the lowest Gross Sales from a Franchised Territory within each time period.

(7) Number & % Above Average – Refers to the number and percentage of Franchised Territories for each time period whose Gross Sales met or exceeded the Average Gross Sales.

(8) Number & % Below Average – Refers to the number and percentage of Franchised Territories for each time period whose Gross Sales were less than the Average Gross Sales.

(9) Number & % Above Median – Refers to the number percentage of Franchised Territories for each time period whose Gross Sales met or exceeded Median Gross Sales.

(10) Number & % Below Median – Refers to the number and percentage of Franchised Territories for each time period whose Gross Sales were less than the Median Gross Sales.

STATEMENT ON AVERAGE AND MEDIAN GROSS SALES BY QUARTILE

The following Table 2C presents unaudited information about the average and median Gross Sales of the 210 Franchised Territories that were open and continuously operating during the 2020-2021 Accounting Period. 210 Franchised Territories are represented and divided into quartiles based on Gross Sales. The quartiles were derived by taking the 210 Franchised Territories and dividing them into four evenly-sized groups, with the Franchised Territories achieving the highest Gross Sales being in the fourth quartile, the next highest being in the third quartile, and so forth. All amounts are shown in U.S. dollars.

TABLE 2C
GROSS SALES BY QUARTILE OF THE 210 FRANCHISED TERRITORIES
OPEN FOR MORE THAN ONE YEAR AND THE ENTIRE 2020-2021 ACCOUNTING PERIOD

Quartile	First Quartile	Second Quartile	Third Quartile	Fourth Quartile	All Quartiles
Average Gross Sales (Notes 1 and 2)	$2,166,055	$851,519	$504,573	$158,732	$916,227
High (Note 4)	$5,593,453	$1,166,118	$649,820	$320,450	$5,593,453
Low (Note 5)	$1,180,729	$657,839	$332,767	$29,194	$29,194
Median (Note 3)	$1,935,539	$843,816	$514,255	$161,054	$657,839

Quartile	First Quartile	Second Quartile	Third Quartile	Fourth Quartile	All Quartiles
Number of Territories	52	53	52	53	210
Number / % Above Average (Note 6)	19 / 36%	24 / 45%	26 / 50%	26 / 49%	68 / 32%
Number / % Below Average (Note 7)	33 / 64%	29 - 55%	26 / 50%	27 / 51%	142 / 68%
Number / % Above Median (Note 8)	26 / 50%	26 / 49%	26 / 50%	26 / 49%	105 / 50%
Number / % Below Median (Note 9)	26 / 50%	27 / 51%	26 / 50%	27 / 51%	105 / 50%

(1) Gross Sales – As referenced above, "Gross Sales" means all revenue and income from any source derived or received by the Franchised Territory from, through, by or on account of the operation of the Territory, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise, less the amount of any documented refunds given in good faith to customers and less any sales taxes.

(2) Average Gross Sales – In the above chart, Average Gross Sales is defined by the total Gross Sales of the Franchise Territory in each quartile during the 2020-2021 Accounting Period divided by the number of Franchised Territories in each quartile. As noted above, information relating to the Franchised Territories is based on unaudited franchisee reports submitted to us.

(3) Median – This is the Median Gross Sales amount for each quartile of Franchised Territories in the chart above. In calculating the median for the Franchised Territories in the table above, the two central amounts for an odd number of Franchised Territories were averaged.

(4) High – Discloses the highest Gross Sales from a Franchised Territory within each quartile.

(5) Low – Discloses the lowest Gross Sales from a Franchised Territory within each quartile.

(6) Number & % Above Average – Refers to the number and percentage of Franchised Territories for each quartile whose Gross Sales met or exceeded the Average Gross Sales for the relevant quartile.

(7) Number & % Below Average – Refers to the number and percentage of Franchised Territories for each quartile whose Gross Sales were less than the Average Gross Sales for the relevant quartile.

(8) Number & % Above Median – Refers to the number percentage of Franchised Territories for each quartile whose Gross Sales met or exceeded Median Gross Sales for the relevant quartile.

(9) Number & % Below Median – Refers to the number and percentage of Franchised Territories for each quartile whose Gross Sales were less than the Median Gross Sales for the relevant quartile.

Notes to Parts I and II of Item 19:

1. The Gross Sales and Gross Profit information included in Part I of this Item 19 relates only to the Franchised Territories that were continuously open and operating during the entire 2021-2022 and 2020-2021 Accounting Periods (i.e., October 1 through September 30). It does not include Gross Sales information for Franchised Territories open less than the entire 2021-2022 and 2020-2021 Accounting Periods. You should conduct an independent investigation of the costs and expenses

you will incur in operating your Territory. Current and former franchisees listed in this Disclosure Document may be one source of this information.

2. **Some Franchised Territories have earned these amounts. Your individual results may differ. There is no assurance you will earn as much.**

3. Written substantiation of all data presented in this Item 19 will be made available to you on reasonable request.

4. We encourage you to consult with your own accounting, business, and legal advisors in developing your business plan.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing franchise territory, however, we may provide you with the actual records of that territory. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting David Wells, our Senior Director, Brand Development at U.S. Lawns, Inc. (6700 Forum Drive, Suite 150, Orlando, Florida 32821, 407-246-1630), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table #1
Systemwide Outlet Summary
For years 2020 to 2022*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	250	231	-19
	2021	231	222	-9
	2022	222	209	-13
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	250	231	-19
	2021	231	222	-9
	2022	222	209	-13

*As of September 30, 2020, 2021 and 2022.

Table #2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2020 to 2022*

State	Year	Number of Transfers
FL	2020	0
	2021	0
	2022	5
IL	2020	1
	2021	0
	2022	0
LA	2020	2
	2021	1
	2022	0
MA	2020	0
	2021	1
	2022	0
MS	2020	1
	2021	0
	2022	0
OK	2020	2
	2021	0
	2022	0
SC	2020	0
	2021	0
	2022	3
TN	2020	4
	2021	0
	2022	3
TX	2020	0
	2021	3
	2022	1
Totals	**2020**	**10**
	2021	**5**
	2022	**12**

*As of September 30, 2020, 2021 and 2022.

Table #3
Status of Franchised Outlets
For years 2020 to 2022*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of Year
AL	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
AK	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	1	0	0	0
AZ	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	1	0	0	0	3
AR	2020	7	0	0	0	0	1	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
CA	2020	3	0	1	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
CO	2020	6	0	1	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	2	0	0	0	3
CT	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
DE	2020	1	0	1	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
FL	2020	49	0	2	3	0	0	44
	2021	44	0	1	0	3	2	38
	2022	38	0	0	0	0	0	38
GA	2020	15	1	0	0	0	0	16
	2021	16	0	0	1	1	0	14
	2022	14	0	2	0	0	0	12

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of Year
ID	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
IL	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
IN	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
KS	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
KY	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
LA	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	0	9
MD	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	1	0	5
	2022	5	0	1	0	0	0	4
MA	2020	4	0	0	0	0	2	2
	2021	2	0	1	0	0	0	1
	2022	1	0	0	0	0	0	1
MI	2020	6	1	0	0	0	1	6
	2021	6	0	0	0	0	0	6
	2022	6	0	1	0	0	0	5
MN	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	1	0	0
MS	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of Year
MO	2020	7	0	2	0	1	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
NV	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
NH	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
NJ	2020	5	0	1	1	1	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	1	0	0	0	2
NY	2020	4	0	2	0	0	1	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
NC	2020	17	0	1	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	0	2	0	1	0	13
OH	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
OK	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
OR	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	1	1
PA	2020	5	0	0	2	0	0	3
	2021	3	0	1	0	0	0	2
	2022	2	0	0	0	0	0	2
SC	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
TN	2020	10	0	1	0	0	0	9

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of Year
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
TX	2020	19	3	0	0	0	0	22
	2021	22	1	0	0	0	0	23
	2022	23	0	0	0	0	0	23
UT	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
VA	2020	12	0	0	0	0	0	12
	2021	12	1	1	0	0	0	12
	2022	12	1	0	0	0	0	13
WV	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
WI	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Totals	**2020**	**250**	**6**	**12**	**6**	**2**	**5**	**231**
	2021	**231**	**3**	**4**	**1**	**5**	**2**	**222**
	2022	**222**	**2**	**11**	**1**	**2**	**1**	**209**

*As of September 30, 2020, 2021 and 2022.

Table #4
Status of Company-Owned Outlets
For years 2020 to 2022*

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
ALL STATES	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Total	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

*As of September 30, 2020, 2021 and 2022.

Table #5
Projected Openings
As of September 30, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
AL	0	1	0
AK	0	1	0
AR	1	1	0
AZ	0	1	0
CA	2	1	0
CO	0	1	0
CT	0	1	0
DE	0	1	0
FL	1	1	0
GA	0	1	0
HI	0	1	0
IA	0	1	0
ID	0	1	0
IL	0	1	0
IN	1	1	0
KS	0	1	0
KY	0	1	0
LA	0	1	0
MA	0	1	0
MD	0	1	0
ME	0	1	0
MI	0	1	0
MN	0	1	0
MO	0	1	0
MS	0	1	0
MT	0	1	0
NC	0	1	0
ND	0	1	0
NE	0	1	0
NH	0	1	0
NJ	1	1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
NM	0	1	0
NV	0	1	0
NY	0	1	0
OH	0	1	0
OK	0	1	0
OR	0	1	0
PA	0	1	0
RI	0	1	0
SC	0	1	0
SD	0	1	0
TN	0	1	0
TX	0	1	0
UT	0	1	0
VA	0	1	0
VT	0	1	0
WA	0	1	0
WI	0	1	0
WY	0	1	0
WV	0	1	0
Total	**6**	**50**	**0**

A list of the name of all franchisees and the addresses and telephone number of their Businesses is attached as Exhibit D to this Disclosure Document. Exhibit D also discloses the names, cities and last known telephone numbers of each franchisee who had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our last fiscal year on who has not communicated with us within the ten weeks of the issuance date of this Disclosure Document. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with U.S. Lawns. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. Franchisees have signed confidentiality agreements in the past three fiscal years. There are no trademark-specific franchisee organizations associated with this franchise. As noted in Item 11, however, the FAC includes elected franchisee members and meets periodically with us to discuss various franchise issues. We both created and sponsor the FAC and contact information for the FAC is the same as our contact information. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

ITEM 21
FINANCIAL STATEMENTS

Attached hereto as Exhibit A are audited financial statements for fiscal years ending September 30, 2020, September 30, 2021 and September 30, 2022.

ITEM 22
CONTRACTS

The following agreements are attached as Exhibits and Schedules to this disclosure document:

Exhibit B Franchise Agreement - Including:

Schedule A	Data Sheet
Schedule B	Conversion Addendum
Schedule C	Business Note and Security Agreement
Schedule D	Electronic Transfer of Fund Authorization
Schedule E	Confidentiality and Non-Compete Agreement
Schedule F	SBA Addendum
Schedule G	Renewal Addendum
Schedule H	Transfer Addendum
Schedule I	New Territory Addendum
Schedule J	Option Agreement
Personal Guarantee	
Acknowledgement Addendum	

Exhibit C Area Development Agreement – Including:

Appendix A	Data Sheet
Appendix B	Description of Development Territory
Appendix C	Development Schedules
Personal Guarantee	

Exhibit H – Sample Release

ITEM 23
RECEIPT

At the end of this Disclosure Document are the Receipt pages which are prepared in duplicate. You must sign both copies of the Receipt. Please keep one copy for your records and return the other copy to us.

EXHIBIT A

FINANCIAL STATEMENTS

U.S. Lawns, Inc.

Years Ended September 30, 2022 and 2021

Financial Statements

Rehmann

U.S. LAWNS, INC.

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Rehmann
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INDEPENDENT AUDITORS' REPORT

January 10, 2023

Board of Directors and Shareholder
U.S. Lawns, Inc.
Orlando, Florida

Opinion

We have audited the accompanying financial statements of ***U.S. Lawns, Inc.*** (the "Company"), which comprise the balance sheet as of September 30, 2022, and the related statements of income, changes in shareholder's equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements (the "financial statements").

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of ***U.S. Lawns, Inc.*** as of September 30, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

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

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

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

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

Predecessor Auditor

The financial statements of US Lawns, Inc. as of September 30, 2021 and for the year then ended were audited by Vestal & Wiler, CPAs, P.A. ("V&W"), who combined with Rehmann Robson LLC effective November 1, 2022. V&W's report thereon dated December 17, 2021, expressed an unmodified opinion on the 2021 financial statements.

Rehmann Robson LLC

U.S. LAWNS, INC.

Balance Sheets

	September 30	
ASSETS	**2022**	**2021**
Current assets		
Cash	$ 400	$ 400
Notes receivable current portion, net	125,753	249,787
Due from affiliate	447,700	484,335
Prepaid expenses and other assets	849,654	669,028
Total current assets	**1,423,507**	**1,403,550**
Property and equipment, net	226,167	99,507
Other assets		
Contract assets	381,784	488,092
Notes receivables, non-current	159,542	200,603
Operating lease asset	788,387	202,566
Deposits	8,020	25,610
Deferred tax asset	81,983	228,959
Total other assets	1,419,716	1,145,830
Total assets	**$ 3,069,390**	**$ 2,648,887**
LIABILITIES AND SHAREHOLDER'S EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 388,085	$ 219,116
Deferred revenue, current	282,522	329,768
Current portion of operating lease liability	108,066	129,472
Accrued expenses	741,252	982,219
Total current liabilities	**1,519,925**	**1,660,575**
Non-current liabilities		
Long-term operating lease liability	690,054	79,417
Deferred revenue, less current portion	763,326	964,154
Total non-current liabilities	**1,453,380**	**1,043,571**
COMMITMENTS AND CONTINGENCIES (Note 9)		
Shareholder's equity (deficit)		
Common stock - $0.01 par value, 50,000 shares authorized, 7,500 shares issued and outstanding	75	75
Additional paid-in capital	3,628,597	3,628,597
Deemed dividend	(21,763,414)	(19,538,926)
Retained earnings	18,230,827	15,854,995
Total shareholder's equity (deficit)	**96,085**	**(55,259)**
Total liabilities and shareholder's equity	**$ 3,069,390**	**$ 2,648,887**

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

U.S. LAWNS, INC.

Statements of Income

	Year Ended September 30	
	2022	2021
Revenues		
Landscape maintenance	$ 1,248,271	$ 1,327,758
Royalty fees	6,433,588	5,911,614
Franchise fees	520,073	478,535
Other	2,486,101	1,783,107
Total revenues	**10,688,033**	**9,501,014**
Expenses		
Cost of revenues	2,805,408	2,400,321
Selling, general and administrative expenses	4,295,617	3,724,468
Total expenses	**7,101,025**	**6,124,789**
Income from operations	3,587,008	3,376,225
Other income (expense)		
Interest income	34,656	36,581
Discount on accounts receivable	(64,051)	(59,235)
Gain on sale of property and equipment	-	28,745
Other (expense) income, net	**(29,395)**	**6,091**
Income before allocation of income taxes	**3,557,613**	**3,382,316**
Allocation of income taxes	1,181,781	742,265
Net income	**$ 2,375,832**	**$ 2,640,051**

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

U.S. LAWNS, INC.

Statements of Changes in Shareholder's Equity (Deficit)

	Common Stock	Additional Paid-in Capital	Deemed Dividend	Retained Earnings	Total Shareholder's Equity (Deficit)
Balance, October 1, 2020	**$ 75**	**$ 3,628,597**	**(16,599,677)**	**13,214,944**	**$ 243,939**
Deemed dividend	-	-	(2,939,249)	-	(2,939,249)
Net income	-	-	-	2,640,051	2,640,051
Balance, September 30, 2021	**75**	**3,628,597**	**(19,538,926)**	**15,854,995**	**(55,259)**
Deemed dividend	-	-	(2,224,488)	-	(2,224,488)
Net income	-	-	-	2,375,832	2,375,832
Balance, September 30, 2022	**$ 75**	**$ 3,628,597**	**$ (21,763,414)**	**$ 18,230,827**	**$ 96,085**

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

U.S. LAWNS, INC.

Statements of Cash Flows

	Year Ended September 30	
	2022	2021
Cash flows from operating activities		
Net income	$ 2,375,832	$ 2,640,051
Adjustments to reconcile net income to net cash provided by operating activities		
Provision for bad debt expense, notes receivables	-	59,859
Depreciation and amortization	89,390	54,862
Rent expense	3,410	6,323
Loss on sale of accounts receivables	64,051	59,235
Gain on sale of property and equipment	-	(28,635)
Deferred income taxes	146,976	(154,828)
Changes in operating assets and liabilities		
Prepaid expenses and other assets	(180,626)	(210,052)
Contract assets	106,308	141,296
Accounts payable	168,969	7,421
Deferred revenue	(299,424)	(527,335)
Accrued liabilities	(240,967)	230,953
Net cash provided by operating activities	**2,233,919**	**2,279,150**
Cash flows from investing activities		
Collection on notes receivables	216,445	313,523
Purchases of property and equipment	(216,050)	(42,444)
Proceeds from sale of property and equipment	-	30,704
Changes in deposits	17,590	(3,728)
Net cash provided by investing activities	**17,985**	**298,055**
Cash flows from financing activities		
Net (advances) repayments from affiliate	(27,416)	362,044
Deemed dividend	(2,224,488)	(2,939,249)
Net cash used in financing activities	**(2,251,904)**	**(2,577,205)**
Net change in cash	**-**	**-**
Cash, beginning of year	400	400
Cash, end of year	**$ 400**	**$ 400**
Supplemental disclosure of cash flow information		
Income tax paid by Parent on behalf of the Company	$ 1,032,000	$ 861,000

Supplemental disclosure of noncash investing and financing activities

During 2022 and 2021, approximately $51,000 and $202,000, respectively, of revenues related to issued notes receivable were included in deferred revenue.

During 2022 and 2021, the Company recorded a right of use asset and operating lease liability of approximately $710,000 and $330,000, respectively.

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

Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

U.S. Lawns, Inc. (the "Company") is a Florida corporation and a wholly-owned subsidiary of BrightView Companies, LLC (the "Parent"). The Company is engaged in selling franchise rights for landscape maintenance services and provides landscape maintenance services directly to customers throughout the United States of America.

The Company sold three franchises each year during the years ended September 30, 2022 and 2021. During the years ended September 30, 2022 and 2021, the Company terminated 14 and 13 franchises, respectively, to bring the total number of franchises to 211 and 222, respectively.

The Company's obligation under the franchise agreement is to train and assist franchise owners with the setup of the franchise business. The Company provides the franchise owner with sales materials and sample maintenance contracts. The Company protects its rights and, in a limited fashion, the rights of the franchise owner as it relates to claims of infringement regarding the use of its trademarks.

Basis of Presentation

The accompanying financial statements have been prepared from the separate records maintained by the Company in accordance with U.S. generally accepted accounting principles ("U.S. GAAP").

Risks and Economic Uncertainties

The outbreak of a novel coronavirus ("COVID-19"), which the World Health Organization declared in March 2020 to be a pandemic, continues to spread throughout the United States of America and the globe. The Company initially saw a slowdown of revenue, but in the months following the initial impact of the pandemic have returned to normal levels. The extent of the ultimate impact of the pandemic on the Company's operational and financial performance will depend on various developments, including the duration and spread of the outbreak and its impact on customers, vendors, and employees, all of which cannot be reasonably predicted at this time.

Use of Estimates

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

Notes to Financial Statements

Accounts Receivable (including due from affiliate)

Accounts receivables are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is the Company's best estimate of the amounts of probable credit losses in the Company's existing trade receivables. The Company determines the allowance based on historical experience of expected collections. The Company reviews its allowance for doubtful accounts on a quarterly basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. At September 30, 2022 and 2021, management determined that no allowance was deemed necessary.

In April 2017, the Parent and certain of its wholly-owned subsidiaries, entered into a receivables securitization program (the "Securitization Program") with third party lenders. Under this Securitization Program, the Company sold all of the accounts receivables and unbilled revenues ("Receivables"), on a revolving basis, to BrightView Funding, LLC ("Funding"), a wholly-owned and consolidated special purpose subsidiary of the Parent. Funding then pledges its interest in the Receivables to the Securitization Program lenders, which make loans to Funding. The Securitization Program is scheduled to expire in February 2024.

Under the Securitization Program, the Company continues to service the Receivables sold and in exchange receives a servicing fee of 1%. Servicing fees for 2022 and 2021 were not material. Transfers of the Receivables under the Agreement are accounted for as sales and, accordingly, Receivables sold are excluded from accounts receivable on the balance sheet and are reflected as cash provided by operating activities on the statements of cash flow. During 2022 and 2021, the Company recorded a discount on accounts receivable of $64,051 and $59,235, respectively.

As a result of the sales of the Receivables to Funding on a revolving basis, the Company has no accounts receivables as of September 30, 2022 and 2021. The amounts due from Funding related to the sale of such Receivables, is reflected as due from affiliate on the accompanying balance sheets.

Property and Equipment

Property and equipment are stated at cost. Depreciation of property and equipment is calculated using the straight-line method over the estimated useful lives of the assets, generally three to seven years. The cost of leasehold improvements is amortized over the lesser of the life of the improvements or the term of the lease. Expenditures for repairs and maintenance are charged to operations as incurred. Depreciation and amortization expense for the years ended September 30, 2022 and 2021 was $89,390 and $54,862, respectively.

Long-Lived Assets

The Company analyzes its long-lived assets for events and circumstances that might indicate that the assets may be impaired and undiscounted net cash flows estimated to be generated by those assets are less than their carrying amounts. Management evaluated its long-lived assets and determined that there were no indications of impairment present at September 30, 2022 and 2021.

Notes to Financial Statements

Income Taxes

The Company files a consolidated federal income tax return and multiple combined state tax returns through its Parent. The Company uses a blended state rate to account for its share of state tax liability. The Company has no tax sharing agreement with its Parent and therefore, any payable or receivable is categorized into equity as Additional Paid-in Capital or Deemed Dividend.

Accounting Standards Codification ("ASC") 740-10 requires companies to determine whether it is more likely than not, that a tax position will be sustained upon examination by the appropriate taxing authorities before any part of the benefit can be recorded in the financial statements. The Company recognizes interest and penalties accrued related to unrecognized tax benefits in income tax expense.

The Company assessed its uncertain tax positions and has determined that no liability is required to be recorded for uncertain tax positions as of September 30, 2022 and 2021. For the years ended September 30, 2022 and 2021, there were no interest or penalties.

Deferred income tax assets and liabilities are computed annually for differences between the financial statement and federal income tax bases of assets and liabilities that will result in taxable or deductible amounts in the future, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income.

Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. Allocation of income taxes is the tax payable or refundable for the year plus or minus the change during the year in deferred tax assets and liabilities.

Advertising Expenses

Advertising costs are expensed as incurred. For the years ended September 30, 2022 and 2021, advertising costs amounted to $121,877 and $113,425, respectively.

Recently Adopted Accounting Standards

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, *Leases (Topic 842)* . This update requires organizations to recognize lease assets and lease liabilities on the balance sheet and also disclose key information about leasing arrangements. This ASU is effective for annual reporting periods beginning after December 15, 2021 with early adoption and implementation allowed. The Company adopted ASU 2016-02 for the year ended September 30, 2021 using the effective date method. The Company accounted for its existing operating lease as operating lease under the new guidance, with reassessing (a) whether the contract contains a lease under Topic 842, (b) whether the classification of the operating leases would be different under Topic 842, or (c) whether any unamortized initial direct costs before transaction adjustments would have met the definition of initial direct costs under Topic 842 at lease commencement.

As a result of the adoption of the new lease accounting guidance, as of October 1, 2020, the Company recognized (a) an operating lease liability of approximately $330,000, which represents the present value of the remaining lease payments of approximately $343,000, discounted using the Company's incremental borrowing rate of 2.78%, and (b) an operating lease asset of approximately $330,000. During 2022, the Company extended the terms of the office lease and entered into a new equipment lease which resulted in an increase to the operating lease asset and operating lease liability by approximately $770,000.

Subsequent Events

In preparing these financial statements, the Company has evaluated, for potential recognition or disclosure, significant events or transactions that occurred during the period subsequent to September 30, 2022, the most recent balance sheet presented herein, through January 10, 2023, the date these financial statements were available to be issued. No significant such events or transactions were identified.

2. REVENUE RECOGNITION

The Company recognizes revenues in the period in which the services are performed, typically ratably over the term of the contract, which the Company believes to be the best measure of progress. The Company recognizes revenues as it transfers control of products and services to its customers in an amount reflecting the total consideration it expects to receive from the customer. Revenue is recognized according to the following five step model: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenues when a performance obligation is satisfied.

The Company determined that for contracts containing multiple performance obligations, stand-alone selling price is readily determinable and billed separately for each performance obligation, therefore allocation of the transaction price to multiple performance obligations is not necessary. The transaction price will include estimates of variable consideration, such as provisions for doubtful accounts to the extent it is probable that a significant reversal of revenue recognized will not occur.

In all cases, when a sale is recorded by the Company, no significant uncertainty exists surrounding the purchaser's obligation to pay.

Landscape Maintenance: Revenues are generated primarily through landscape maintenance services such as lawn care, mowing, gardening, mulching, leaf removal, irrigation and tree care, under recurring annual contracts, which typically range from one to three years. These contracted services are billed on an equal monthly basis and revenue is recognized in equal monthly amounts over time as monthly services are performed.

Notes to Financial Statements

Royalty Fees: The Company has a performance obligation to franchisees to provide certain resources to market and build the business and license to operate under the Company's brand name. As compensation for such services, the Company is entitled to ongoing royalty fees, which represent variable consideration as the transaction price is based on a percentage of certain franchise revenues, as defined in each contract. Royalty fees are recognized on a monthly basis over the term of the agreement as those amounts become payable.

Franchise Fees: Franchise fees and costs associated with the franchise set-up are capitalized and recognized on a straight-line basis over nine years. Franchise transfer fees are recognized as incurred.

Franchisee Sales: Franchisee sales revenues are recognized at a point in time and consist of revenues received from franchisees for purchases of supplies and equipment through third party vendors. Revenue is recognized when the equipment or product is purchased by the franchisee. The Company is liable for the payment to the vendor and collection from the franchisee. For the years ended September 30, 2022 and 2021, franchisee sales amounted to $1,791,919 and $1,337,353, respectively. These revenues are included in other revenues on the accompanying statements of income.

Partner Program: Partner program revenues consist of revenues received from various third party partners for sponsorship and exhibition of partner brands and commissions for goods sold to franchisees. These revenues are recognized at a point in time as the aforementioned performance obligations are performed. For the years ended September 30, 2022 and 2021, partner program revenues amounted to $694,182 and $445,754, respectively. These revenues are included in other revenues on the accompanying statements of income.

The following table presents the Company's revenue disaggregated by over time and point in time recognition for the years ended September 30:

	2022	2021
Over time recognition	$ 8,201,932	$ 7,717,907
Point in time recognition	2,486,101	1,783,107
Total revenue	**$ 10,688,033**	**$ 9,501,014**

Contract Assets and Liabilities

Contract assets consist of capitalized franchise set-up costs incurred by the Company that are recognized over time. Contract liabilities consist of franchise fee payments received from customers that are contractually due, however, the revenue associated with such payment is recognized over time. Contract liabilities are presented as deferred revenue on the accompanying balance sheets.

Notes to Financial Statements

At September 30, changes in contract assets and liabilities, are as follows:

	2022		2021	
	Assets	Liability	Assets	Liability
Balance, beginning of year	**$ 488,092**	**$ 1,293,922**	**$ 629,388**	**$ 1,619,023**
Current year recognition	(132,972)	(333,074)	(166,074)	(393,101)
Current year deferral	26,664	85,000	24,778	68,000
Balance, end of year	**$ 381,784**	**$ 1,045,848**	**$ 488,092**	**$ 1,293,922**

Sales taxes collected from customers and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from revenues in the statement of income.

3. PROPERTY AND EQUIPMENT

Net property and equipment consists of the following amounts at September 30:

	2022	2021
Property and equipment		
Leasehold improvement	$ 67,654	$ 67,654
Transportation vehicles	106,663	106,663
Office equipment and software	512,624	393,386
Total	686,941	567,703
Less accumulated depreciation	460,774	468,196
Net property and equipment	**$ 226,167**	**$ 99,507**

4. NOTES RECEIVABLE

Notes receivable represent amounts due from third party franchisees for the purchase of franchise rights. Most notes bear interest at 5% plus the prime rate (adjusted on a quarterly basis) and have various maturities through 2027. In general, notes receivable are collateralized by the underlying business assets of the franchisee. The notes receivable reserve is the Company's best estimate of the amount of probable credit losses in the Company's existing notes receivables. The Company determines the reserve based on historical experience of expected collections. At September 30, 2022 and 2021, the allowance for notes receivable doubtful accounts amounted to $6,225 for both years.

Aggregate maturities of notes receivable, net of allowance for doubtful accounts, are as follows:

Year	Amount
2023	$ 125,753
2024	62,720
2025	41,896
2026	31,808
2027	23,118
Total	**$ 285,295**

5. ACCRUED LIABILITIES

At September 30, accrued liabilities consist of the following:

	2022	2021
Payroll	$ 383,128	$ 410,458
Other	358,124	571,761
Total	**$ 741,252**	**$ 982,219**

6. INCOME TAXES

Components of income tax expense for the years ended September 30, are as follows:

	2022	2021
Current		
Federal	$ 891,429	$ 583,933
State	147,971	160,228
	1,039,400	744,161
Deferred tax		
Federal	116,283	(1,632)
State	26,098	(264)
	142,381	(1,896)
Total	**$ 1,181,781**	**$ 742,265**

Notes to Financial Statements

Total income tax expense differs from the amount computed by applying the U.S. federal income tax rate of 21% for 2022 earnings before income taxes primarily due to state income taxes, non-deductible expenses, and additional allocation of income taxes by the Parent.

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities at September 30, are as follows:

	2022	2021
Deferred tax assets		
Deferred revenue	$ 194,966	$ 195,666
Other	13,107	58,808
	208,073	254,474
Deferred tax liabilities		
Property and equipment	(53,349)	(25,515)
Accrued bonus	(72,741)	-
	(126,090)	(25,515)
Deferred, net	**$ 81,983**	**$ 228,959**

In assessing the valuation of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the turnaround of deferred tax liabilities and the projection of future income. Management has concluded that, more likely than not, all deferred tax assets as of September 30, 2022 and 2021, will be realized. Furthermore, management considers both positive and negative evidence in evaluating the need for a valuation allowance.

7. EMPLOYEE BENEFIT PLANS

Employees of the Company participate in a 401(k) defined contribution plan (the "Plan") adopted by the Company for all employees. After 90 days of service, employees become eligible to participate in the Plan and may contribute from 2% to 50% of their compensation to the Plan, which is tax deferred. The Company, at its sole discretion, may contribute a matching contribution determined each year by the Company. During the years ended September 30, 2022 and 2021, the Company contributed $59,581 and $7,334, respectively, to the Plan.

Notes to Financial Statements

8. RELATED PARTY TRANSACTIONS

The Parent, at its discretion, may charge the Company an operating and administrative services fee. During the years ended September 30, 2022 and 2021, the Parent did not charge the Company an operating and administrative service fee.

In the normal course of business, cash receipts and disbursements are managed by the Parent who in turn reconciles such cash activity with the Company on a periodic basis through an intercompany account. The excess of cash received over payments made by the Parent on behalf of the Company is determined to be a deemed dividend. The balance of such deemed dividend as of September 30, 2022 and 2021 is included as a reduction to shareholder's equity.

See Note 1 for receivables Securitization Program with an affiliate.

9. COMMITMENTS AND CONTINGENCIES

The Company leases office space and office equipment under operating leases with nonrelated parties, which expire through September 2028. The lease for office space provides for increases in future minimum annual rent payments based on defined increases in the lease agreement.

At September 30, 2022, the maturities of operating lease liability are as follows:

Year	Amount
2023	$ 132,186
2024	139,448
2025	143,536
2026	147,746
2027	152,079
Thereafter	167,532
	882,527
Less amount representing interest	84,407
Total	**$ 798,120**

For the years ended September 30, 2022 and 2021, operating lease costs for lease of office space and equipment amounted to approximately $137,000 and $131,000, respectively. Cash paid for leases during 2022 and 2021 amounted to approximately $135,000 and $130,000, respectively.

U.S. LAWNS, INC.

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

September 30, 2021 and 2020

VESTAL & WILER
CERTIFIED PUBLIC ACCOUNTANTS

U.S. LAWNS, INC.

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VESTAL & WILER
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

The Board of Directors and Stockholder
U.S. Lawns, Inc.
Orlando, Florida

We have audited the accompanying financial statements of U.S. Lawns, Inc. (the Company), which comprise the balance sheets as of September 30, 2021 and 2020, and the related statements of operations, changes in stockholder's equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of U.S. Lawns, Inc. as of September 30, 2021 and 2020, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Vestal & Wiler

Certified Public Accountants

December 17, 2021

201 EAST PINE STREET, SUITE 801 ORLANDO, FLORIDA 32801 (407) 843-4433 FAX (407) 841-6694
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U.S. LAWNS, INC.

BALANCE SHEETS

September 30, 2021 and 2020

ASSETS

	2021	2020
CURRENT ASSETS:		
Cash	$ 400	$ 400
Notes receivable current portion - net	249,787	391,579
Due from affiliate	484,335	905,614
Prepaid expenses and other assets	669,028	458,976
TOTAL CURRENT ASSETS	1,403,550	1,756,569
PROPERTY AND EQUIPMENT - Net	99,507	113,994
OTHER ASSETS:		
Deferred tax asset	228,959	49,678
Contract assets	488,092	629,388
Notes receivables - non-current	200,603	229,959
Operating lease asset	202,566	-
Deposits	25,610	21,882
TOTAL OTHER ASSETS	1,145,830	930,907
TOTAL ASSETS	$ 2,648,887	$ 2,801,470
LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)		
CURRENT LIABILITIES:		
Accounts payable	$ 219,116	$ 211,695
Deferred revenue - current	329,768	387,749
Current portion of operating lease liability	129,472	-
Accrued expenses	982,219	761,958
TOTAL CURRENT LIABILITIES	1,660,575	1,361,402
NON-CURRENT LIABILITIES:		
Long-term operating lease liability	79,417	-
Deferred revenue - less current portion	964,154	1,231,274
TOTAL NON-CURRENT LIABILITIES	1,043,571	1,231,274
STOCKHOLDER'S EQUITY (DEFICIT):		
Common stock - $0.01 par value, 50,000 shares authorized, 7,500 shares issued and outstanding	75	75
Additional paid-in capital	3,628,597	3,628,597
Deemed dividend	(19,538,926)	(16,824,664)
Retained earnings	15,854,995	13,404,786
TOTAL STOCKHOLDER'S EQUITY (DEFICIT)	(55,259)	208,794
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 2,648,887	$ 2,801,470

See notes to financial statements.

U.S. LAWNS, INC.

STATEMENTS OF OPERATIONS

For the Years Ended September 30, 2021 and 2020

	2021	2020
REVENUES:		
Landscape maintenance	$ 1,327,758	$ 1,090,250
Royalty fees	5,911,614	5,418,834
Franchise fees	478,535	541,639
Other	1,783,107	1,822,204
TOTAL REVENUES	9,501,014	8,872,927
EXPENSES:		
Cost of revenues	2,400,321	2,133,226
Selling, general and administrative expenses	3,724,358	4,190,162
TOTAL EXPENSES	6,124,679	6,323,388
INCOME FROM OPERATIONS	3,376,335	2,549,539
OTHER INCOME (EXPENSE):		
Interest income	36,581	61,524
Loss on sale of accounts receivables	(59,235)	(55,395)
Gain on sale of property and equipment	28,635	110
OTHER INCOME - Net	5,981	6,239
INCOME BEFORE PROVISION FOR INCOME TAXES	3,382,316	2,555,778
PROVISION FOR INCOME TAXES	742,265	706,438
NET INCOME	$ 2,640,051	$ 1,849,340

See notes to financial statements.

U.S. LAWNS, INC.

STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY (DEFICIT)

For the Years Ended September 30, 2021 and 2020

	Common Stock	Additional Paid-in Capital	Deemed Dividend	Retained Earnings	Total Stockholder's Equity (Deficit)
BALANCE - October 1, 2019	$ 75	$ 3,628,597	$ (14,362,304)	$ 11,712,983	$ 979,351
Prior period adjustment (Note 10)	-	-	(81,209)	(157,537)	(238,746)
Deemed dividend	-	-	(2,381,151)	-	(2,381,151)
Net income	-	-	-	1,849,340	1,849,340
BALANCE - September 30, 2020	75	3,628,597	(16,824,664)	13,404,786	208,794
Prior period adjustment (Note 10)	-	-	224,987	(189,842)	35,145
Deemed dividend	-	-	(2,939,249)	-	(2,939,249)
Net income	-	-	-	2,640,051	2,640,051
BALANCE - September 30, 2021	$ 75	$ 3,628,597	$ (19,538,926)	$ 15,854,995	$ (55,259)

See notes to financial statements.

U.S. LAWNS, INC.

STATEMENTS OF CASH FLOWS

For the Years Ended September 30, 2021 and 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 2,640,051	$ 1,849,340
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for bad debt expense - notes receivables	59,859	20,025
Depreciation and amortization	54,862	83,457
Rent expense	6,323	-
Loss on sale of accounts receivables	59,235	55,395
Gain on sale of property and equipment	(28,635)	-
Deferred taxes	(154,828)	59,722
Changes in operating assets and liabilities:		
Prepaid expenses and other assets	(210,052)	15,084
Contract assets	141,296	104,404
Accounts payable	7,421	(13,385)
Deferred revenue	(527,335)	(359,147)
Accrued liabilities	230,953	13,315
Net cash provided by operating activities	2,279,150	1,828,210
CASH FLOWS FROM INVESTING ACTIVITIES:		
Collection on notes receivables	313,523	275,896
Purchases of property and equipment	(42,444)	204
Proceeds from sale of property and equipment	30,704	-
Changes in deposits	(3,728)	1,138
Net cash provided by investing activities	298,055	277,238
CASH FLOWS FROM FINANCING ACTIVITIES:		
Due from affiliate	362,044	275,703
Deemed dividend	(2,939,249)	(2,381,151)
Net cash used in financing activities	(2,577,205)	(2,105,448)
NET CHANGE IN CASH	-	-
CASH - Beginning of year	400	400
CASH - End of year	$ 400	$ 400
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Income tax paid by Parent on behalf of the Company	$ 861,000	$ 548,000

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

During 2021 and 2020, $202,234 and $147,508, respectively, of revenues related to issued notes receivables were included in deferred revenue.

During 2021, Company recorded operating lease asset amounting to approximately $330,000 and recorded an operating lease liability for the same amount.

See notes to financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business – U.S. Lawns, Inc. (the Company) is a Florida corporation and a wholly-owned subsidiary of BrightView Companies, LLC (the Parent). The Company is engaged in selling franchise rights for landscape maintenance services and provides landscape maintenance services directly to customers throughout the United States of America.

The Company sold three and eight franchises during the years ended September 30, 2021 and 2020, respectively. During the years ended September 30, 2021 and 2020, the Company terminated 13 and 30 franchises, respectively, to bring the total number of franchises to 222 and 232, respectively.

The Company's obligation under the franchise agreement is to train and assist franchise owners with the setup of the franchise business. The Company provides the franchise owner with sales materials and sample maintenance contracts. The Company protects its rights and, in a limited fashion, the rights of the franchise owner as it relates to claims of infringement regarding the use of its trademarks.

Basis of Presentation – The accompanying financial statements have been prepared from the separate records maintained by the Company in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

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

Fair Value of Financial Statements – In evaluating the fair value of financial assets and liabilities, U.S. GAAP outlines a valuation framework and creates a fair value hierarchy that distinguishes between market assumptions based on market data ("observable inputs") and a reporting entity's own assumptions based on market data ("unobservable inputs"). Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability at the measurement date in an orderly transaction (an "exit price"). Assets and liabilities are measured using inputs from three levels of the fair value hierarchy as follows:

Level 1	Inputs utilize quoted prices in active markets for identical assets or liabilities
Level 2	Inputs include quoted prices for similar assets and liabilities in active markets; quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data for the asset or liability
Level 3	Inputs are unobservable inputs for the asset or liability that are supported by little or no market activity

The carrying amounts shown for the Company's current portion of notes receivable, accounts payable, and accrued liabilities approximate fair value due to their short-term maturity.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts Receivable – Accounts receivables are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is the Company's best estimate of the amounts of probable credit losses in the Company's existing trade receivables. The Company determines the allowance based on historical experience of expected collections. The Company reviews its allowance for doubtful accounts on a quarterly basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. At September 30, 2021 and 2020, management determined that no allowance was deemed necessary.

In April 2017, the Parent and certain of its wholly-owned subsidiaries, entered into a receivables securitization program (the Securitization Program) with third party lenders. Under this Securitization Program, the Company sold all of the accounts receivables and unbilled revenues (Receivables), on a revolving basis, to BrightView Funding, LLC (Funding), a wholly-owned and consolidated special purpose subsidiary of the Parent. Funding then pledges its interest in the Receivables to the securitization program lenders, which make loans to Funding. The Securitization Program has a three-year maturity scheduled to expire in February 2022.

Under the Securitization Program, the Company continues to service the receivables sold and in exchange receives a servicing fee of 1%. Servicing fees for 2021 and 2020 were not material. Transfers of the Receivables under the Agreement are accounted for as sales and, accordingly, receivables sold are excluded from accounts receivable on the balance sheet and are reflected as cash provided by operating activities on the statement of cash flow. During 2021 and 2020, the Company recorded a loss on sale of receivables of $59,235 and $55,395, respectively.

As a result of the sales of the Receivables to Funding on a revolving basis, the Company has no accounts receivables as of September 30, 2021 and 2020. The amounts due from Funding related to the sale of such Receivables, is reflected as due from affiliate on the accompanying balance sheets.

Property and Equipment – Property and equipment are stated at cost. Depreciation of property and equipment is calculated using the straight-line method over the estimated useful lives of the assets, generally three to seven years. The cost of leasehold improvements is amortized over the lesser of the life of the improvements or the term of the lease. Expenditures for repairs and maintenance are charged to operations as incurred. Depreciation and amortization expense for the years ended September 30, 2021 and 2020 was $54,862 and $83,457, respectively.

Long-Lived Assets – The Company analyzes its long-lived assets for events and circumstances that might indicate that the assets may be impaired and undiscounted net cash flows estimated to be generated by those assets are less than their carrying amounts. Management evaluated its long-lived assets and determined that there were no indications of impairment present at September 30, 2021 and 2020.

Income Taxes – The Company files a consolidated federal income tax return and multiple combined state tax returns through its Parent. The Company uses a blended state rate to account for its share of state tax liability. The Company has no tax sharing agreement with its Parent and therefore, any payable or receivable is categorized into equity as Additional Paid-in Capital or Deemed Dividend.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company uses the asset and liability method of accounting for income taxes pursuant to Financial Accounting Standard Board (FASB) Accounting Standard Codification (ASC) 740, *Income Taxes*. Under this approach, differences between the financial statements and the tax basis of assets and liabilities are determined annually, and deferred income tax assets and liabilities are recorded for those differences that have future tax consequences. Valuation allowances are established, if necessary, to reduce the deferred tax assets to an amount that will more likely than not be realized in future periods. Income tax expense or benefit is composed of the current tax payable or receivable for the period, plus or minus the net change in deferred tax assets and liabilities.

ASC 740-10 requires companies to determine whether it is more likely than not, that a tax position will be sustained upon examination by the appropriate taxing authorities before any part of the benefit can be recorded in the financial statements. The Company recognizes interest and penalties accrued related to unrecognized tax benefits in income tax expense.

The Company assessed its uncertain tax positions and has determined that no liability is required to be recorded for uncertain tax positions as of September 30, 2021 and 2020. For the years ended September 30, 2021 and 2020, there were no interest or penalties.

Advertising – Advertising costs are expensed as incurred. For the years ended September 30, 2021 and 2020, advertising costs amounted to $113,425 and $169,161, respectively.

Recently Adopted Accounting Standards – In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*. This update requires organizations to recognize lease assets and lease liabilities on the balance sheet and also disclose key information about leasing arrangements. This ASU is effective for annual reporting periods beginning after December 15, 2021 with early adoption and implementation allowed. The Company adopted ASU 2016-02 for the year ended September 30, 2021 using the effective date method, meaning financial information was not updated and disclosures required under Topic 842 are not provided for the period ended September 30, 2020. The Company accounted for its existing operating lease as operating lease under the new guidance, with reassessing (a) whether the contract contains a lease under Topic 842, (b) whether the classification of the operating leases would be different under Topic 842, or (c) whether any unamortized initial direct costs before transaction adjustments would have met the definition of initial direct costs under Topic 842 at lease commencement. As a result of the adoption of the new lease accounting guidance, as of October 1, 2020, the Company recognized (a) an operating lease liability of approximately $330,000, which represents the present value of the remaining lease payments of approximately $343,000, discounted using the Company's incremental borrowing rate of 2.78%, and (b) an operating lease asset of approximately $330,000.

Subsequent Events – The Company has evaluated subsequent events through December 17, 2021, the date the financial statements were available to be issued.

NOTE 2 REVENUE RECOGNITION

The Company recognizes revenues in the period in which the services are performed, typically ratably over the term of the contract which the Company believes to be the best measure of progress. The Company recognizes revenues as it transfers control of products and services to its customers in an amount reflecting the total consideration it expects to receive from the customer. Revenue is recognized according to the following five step model: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenues when a performance obligation is satisfied.

The Company determined that for contracts containing multiple performance obligations, stand-alone selling price is readily determinable for each performance obligation and therefore allocation of the transaction price to multiple performance obligations is not necessary. The transaction price will include estimates of variable consideration, such as provisions for doubtful accounts to the extent it is probable that a significant reversal of revenue recognized will not occur.

In all cases, when a sale is recorded by the Company, no significant uncertainty exists surrounding the purchaser's obligation to pay.

Landscape Maintenance: Revenues are generated primarily through landscape maintenance services such as lawn care, mowing, gardening, mulching, leaf removal, irrigation and tree care, under recurring annual contracts, which typically range from one to three years. These contracted services are billed on an equal monthly basis and revenue is recognized in equal monthly amounts over time as monthly services are performed.

Royalty Fees: The Company has a performance obligation to franchisees to provide certain resources to market and build the business and license to operate under the Company's brand name. As compensation for such services, the Company is entitled to ongoing royalty fees, which represent variable consideration as the transaction price is based on a percentage of certain franchise revenues, as defined in each contract. Royalty fees are recognized on a monthly basis over the term of the agreement as those amounts become payable.

Franchise Fees: Franchise fees and costs associated with the franchise set-up are capitalized and recognized on a straight-line basis over nine years. Franchise transfer fees are recognized as incurred.

Franchisee Sales: Franchisee sales revenues are recognized at a point time and consist of revenues received from franchisees for purchases of supplies and equipment through third party vendors. Revenue is recognized when the equipment is delivered to the franchisee. The Company is liable for the payment to the vendor and collection from the franchisee. These revenues are included in other revenues on the accompanying statement of operations.

NOTE 2 REVENUE RECOGNITION (Continued)

Partner Program: Partner program revenues consist of revenues received from partners for sponsorship and exhibition of partner brands and commissions for goods sold to franchisees. These revenues are recognized at a point in time as the aforementioned performance obligations are performed. These revenues are included in other revenues on the accompanying statement of operations.

Contract Assets and Liabilities – Contract assets consist of capitalized franchise set-up costs incurred by the Company that are recognized over time. Contract liabilities consist of franchise fee payments received from customers that are contractually due, however, the revenue associated with such payment is recognized over time. Contract liabilities are presented as deferred revenue on the accompanying balance sheet.

At September 30, changes in contract assets and liabilities, are as follows:

	2021		2020	
	Liability	Asset	Liability	Asset
Balance - beginning of year	$ 1,619,023	$ 629,388	$ 1,830,662	$ 733,792
Current year recognition	(393,101)	(166,074)	(439,639)	(183,507)
Current year deferral	68,000	24,778	228,000	79,103
Balance - end of year	$ 1,293,922	$ 488,092	$ 1,619,023	$ 629,388

Sales taxes collected from customers and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from revenues in the statement of operations.

NOTE 3 PROPERTY AND EQUIPMENT

At September 30, the Company's property and equipment consists of the following:

	2021	2020
Leasehold improvements	$ 67,654	$ 67,654
Transportation vehicles	106,663	181,982
Office equipment and software	393,386	490,685
	567,703	740,321
Less: accumulated depreciation	468,196	626,327
	$ 99,507	$ 113,994

NOTE 4 NOTES RECEIVABLE

Notes receivable represent amounts due from third-party franchisees for the purchase of franchise rights. Most notes bear interest at 5% plus the prime rate (adjusted on a quarterly basis) and have various maturities through 2026. In general, notes receivable are collateralized by the underlying business assets of the franchisee. The notes receivable reserve is the Company's best estimate of the amount of probable credit losses in the Company's existing notes receivables. The Company determines the reserve based on historical experience of expected collections. At September 30, 2021 and 2020, the allowance for notes receivable doubtful accounts amounted to $6,225 and $130,000, respectively.

Aggregate maturities of notes receivable, net of allowance for doubtful accounts, are as follows:

2022	$ 249,787
2023	85,998
2024	56,855
2025	35,136
2026	22,614
	$ 450,390

NOTE 5 ACCRUED LIABILITIES

At September 30, accrued liabilities consist of the following:

	2021	2020
Payroll	$ 410,458	$ 388,254
Other	571,761	373,704
	$ 982,219	$ 761,958

NOTE 6 INCOME TAXES

Components of income tax expense for the years ended September 30, are as follows:

	2021	2020
Current:		
Federal	$ 583,933	$ 441,571
State	160,228	144,388
	744,161	585,959
Deferred:		
Federal	(1,632)	90,320
State	(264)	30,159
	(1,896)	120,479
Total	$ 742,265	$ 706,438

NOTE 6 INCOME TAXES (Continued)

Total income tax expense differs from the amount computed by applying the U.S. federal income tax rate of 21% for 2021 earnings before income taxes primarily due to state income taxes, non-deductible expenses, and provision to return adjustments.

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities for September 30, are as follows:

	2021	2020
Deferred tax assets:		
Deferred revenue	$ 195,666	$ 61,706
Accrued compensation	26,907	18,658
Other	31,901	-
	254,474	80,364
Deferred tax liabilities:		
Prepaid expenses	-	(26,048)
Property and equipment	(25,515)	(4,638)
	(25,515)	(30,686)
Deferred - net	$ 228,959	$ 49,678

In assessing the valuation of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the turnaround of deferred tax liabilities and the projection of future income. Management has concluded that, more likely than not, all deferred tax assets as of September 30, 2021 and 2020, will be realized. Furthermore, management considers both positive and negative evidence in evaluating the need for a valuation allowance.

NOTE 7 EMPLOYEE BENEFIT PLANS

Employees of the Company participate in a 401(k) defined contribution plan (the Plan) adopted by the Company for all employees. After ninety days of service, employees become eligible to participate in the Plan and may contribute from 2% to 50% of their compensation to the Plan, which is tax deferred. The Company, at its sole discretion, may contribute a matching contribution determined each year by the Company. During the years ended September 30, 2021 and 2020, the Company contributed $7,334 and $46,370, respectively, to the Plan.

NOTE 8 RELATED PARTY TRANSACTIONS

The Parent, at its discretion, may charge the Company an operating and administrative services fee. During the years ended September 30, 2021 and 2020, the Parent did not charge the Company an operating and administrative service fee.

NOTE 8 RELATED PARTY TRANSACTIONS (Continued)

In the normal course of business, cash receipts and disbursements are managed by the Parent who in turn reconciles such cash activity with the Company on a periodic basis through an intercompany account. The excess of cash received over payments made by the Parent on behalf of the Company is determined to be a deemed dividend. The balance of such deemed dividend was $19,538,926 and $16,824,664 as of September 30, 2021 and 2020, respectively, and is included as a reduction to stockholder's equity.

See Note 1 for receivables Securitization Program with an affiliate.

NOTE 9 COMMITMENTS AND CONTINGENCIES

The Company leases office space under an operating lease with a nonrelated party, which expires in January 2023. The lease provides for increases in future Minimum annual rent payments based on defined increases in the lease agreement.

At September 30, 2021, the maturities of operating lease liability are as follows:

2022	$	133,336
2023		79,973
		213,309
Less: amounts representing interest		4,420
	$	208,889

For the years ended September 30, 2021 and 2020, operating lease costs for lease of office space amounted to $130,729 and $134,702, respectively. Cash paid for leases during 2021 amounted to approximately $130,000.

NOTE 10 PRIOR PERIOD ADJUSTMENT

The Company made certain adjustments to beginning retained earnings and deemed dividends to reflect a correction of its tax provision, accrued expenses and corporate allocation from the Parent.

The effects of the correction are as follows:

	2021	2020
Retained earnings - beginning of year:		
As previously reported	$ 13,404,786	$ 11,712,983
As restated	$ 13,214,944	$ 11,555,446

NOTE 10 PRIOR PERIOD ADJUSTMENT (Continued)

	2021	2020
Deemed dividend - beginning of year:		
As previously reported	$ 16,824,664	$ 14,362,304
As restated	$ 16,599,677	$ 14,443,513
Accrued expenses - beginning of year:		
As previously reported	$ 761,958	$ 748,643
As restated	$ 751,266	$ 749,246
Deferred tax asset - beginning of year:		
As previously reported	$ 49,678	$ 347,543
As restated	$ 74,131	$ 109,400

EXHIBIT B

U.S. LAWNS FRANCHISE AGREEMENT

U.S. LAWNS FRANCHISE AGREEMENT

U.S. Lawns, Inc.

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U.S. LAWNS FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is made this ____ day of _____, 201__ between U.S. Lawns, Inc. a Florida corporation with its principal business located at 6700 Forum Drive, Suite 150, Orlando, FL 32821 ("we" or "us"), and "Franchisee" or "you" as identified on the Data Sheet attached as Schedule A (the "Data Sheet"). If the franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions to this Agreement also apply to its owners.

RECITALS

A. We have developed a distinctive system for opening and operating a business providing landscape maintenance services pursuant to certain standards and specifications ("U.S. LAWNS Business");

B. We own the U.S. LAWNS service mark and other trademarks used in connection with the operation of a U.S. LAWNS Business;

C. You desire to develop and operate a U.S. LAWNS Business; and

D. We have agreed to grant you a franchise subject to the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

SECTION 1 DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. "Business" means the U.S. LAWNS Business you develop and operate pursuant to this Agreement.

B. "Confidential Information" means any proprietary and non-public information owned by us relating to the development or operation of U.S. LAWNS Businesses whether contained in the Operations Manual or otherwise, including, but not limited to: (1) technical information and expertise; (2) data bases of potential customers; (3) sales and marketing programs and techniques for U.S. LAWNS Businesses; (4) Customer Information (as defined below); (5) knowledge of operating systems, results and financial performance of U.S. LAWNS Businesses other than U.S. LAWNS Businesses that you own; and (6) computer systems, technology and software programs.

C. "Conversion Franchise" means a franchise purchased by the owner of an existing active, landscape business that meets our criteria for conversion franchises.

D. "Conversion Sales" means Gross Billings received pursuant to the specific contract maintenance work agreements which are identified on Schedule B.

E. "Customer Information" means contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, corporate background, and all other information about (1) any person or entity included on any marketing or customer list provided by us to you, (2) any person or entity who has purchased or purchases services from you during the term (even if you have solicited the person and/or established a relationship independent of us and without our assistance) or who you have solicited to purchase any goods and/or services, (3) any person or entity for whom you provide services on our behalf or at our direction; and (4) if customer is a corporation or limited liability company, all employees of such corporation or limited liability company.

F. "Gross Billings" means the gross amount billed by you during any calendar month, whether or not payment is received therefore, on account of Landscape Maintenance Services performed by or on behalf of you, directly or indirectly, and on account of any and all other related goods and services sold or rendered under or in connection with your use of the Marks (including the sale of unauthorized goods and services), and including work performed for or on behalf of persons or business entities which are customers of yours as of the Effective Date. Gross Billings exclude sales taxes collected and paid to the proper authorities.

G. "Internet" means all communications between computers and television, telephone, facsimile and any other communication or communication capable devices and another such device or machine, including the World Wide Web, proprietary online services, social media platforms, blogs, E-mail, news groups and electronic bulletin boards and forums.

H. "Landscape Maintenance Services" means the following specific landscape maintenance and related services: (1) lawn mowing, edging, blowing, line trimming; (2) pruning, selective pruning, shearing, weeding, raking, and tree trimming of trees up to 15 feet in height; (3) fertilization; (4) lawn, shrub and tree insect and disease control, (5) pre-emergent and post-emergent weed control; (6) lawn and ornamental consultation; (7) irrigation installation, operation, inspection, consultation, repair, remedial installation and installation relating to landscape construction; (8) sales and installation of authorized landscape products and the sale and the installation of living landscape materials such as plants, trees, and flowers; (9) lawn seeding, overseeding, aerification, thatching and grading; (10) arborist services; and (11) snow management and other snow related services authorized by us.

I. "Marks" means the "U.S. LAWNS" service mark, and such other trademarks, service marks, logo types and commercial symbols as we may from

time to time expressly authorize or direct you to use in connection with the operation of Business.

J. "Operations Manual" or "Manual" means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures and recommendations for operating U.S. LAWNS Businesses, all of which we may change from time to time. The term "Operations Manual" includes all means of communicating such information, including all written, digitized, computerized, and electronically formatted versions, such as an Extranet site, bulleting, e-mails, videotapes, audio tapes, and compact discs.

K. "Property Management Company" means a company which has been engaged by a property owner (or the owner's representative) to provide property management and supervisory services with respect to such owner's property, which may include a building, a building or office complex or industrial park; a homeowners, condominium or co-operative association; a hotel, motel, resort or other lodging facility; a shopping center; a campus; or other industrial, business or residential property.

L. "Regional Account" means a customer or prospective customer who has more than one business location, which location(s) may or may not be located in the Territory, and Property Management Companies who manage properties at more than one location, which locations may or may not be located in the Territory.

M. "Service Vehicle(s)" means and include vans, pick-up trucks, service trailers and any vehicle used by you to make sales calls on, and provide services to, customers and prospective customers of the Business, which Service Vehicle(s) must conform to the standards, specifications and policies established from time to time by us.

N. "System" means U.S. Lawn's operating systems, methods, policies and procedures for providing Landscape Maintenance Services for commercial and residential customers, including, items of trade dress, specifications for equipment, operating and administrative procedures, management and technical training programs, landscape (including softscape and hardscape) maintenance and construction procedures and systems, all as the same may exist today or as the same may change from time to time, as specified in the Operations Manual or as otherwise reasonably directed by us from time to time.

O. "Territory" means the area designated in Section 3 of Schedule A.

P. "Year" or "Years" means the period beginning on the day and month of the Effective Date and ending on the day immediately preceding each subsequent anniversary of such date.

SECTION 2 GRANT OF LICENSE

2. The following provisions control with respect to the license granted hereunder:

A. Rights Granted. We hereby grant to you, subject to the terms and conditions of this Agreement, the right and license to engage in and conduct a U.S. LAWNS Business identified by the Marks that we authorize for your use hereunder (or such other marks as we may direct) for the territory consisting of the area set forth in Section 3 of Schedule A (the "Territory").

You hereby accept said license and undertake the obligation to operate your Business faithfully, honestly and diligently, using the System in compliance with our standards and requirements for the System. You agree to maintain and operate your Business under your active and continuous supervision and management. You must begin operating your Business within three months of the date we sign this Agreement, although you may not commence operations of your Business until you successfully complete our training program and we have approved the commencement date of operations. The license granted herein is limited to the right to operate your Business only within the Territory and may not be used elsewhere or at any other location by you, except as we may authorize from time to time and under the terms and conditions set forth in the Operations Manual or otherwise in writing. If we do permit you to service clients outside the Territory, we reserve the right to require you to cease servicing those clients, and you agree to assist in transferring the service needs of those clients immediately to the entity that will continue to service those clients, all without compensation to you. You do not have the right to subfranchise, sublicense, assign or transfer your rights under this Agreement, except as specifically provided in this Agreement.

B. Territory Rights. During the term of this Agreement and provided that you are in compliance with the terms and conditions of this Agreement, we will not (i) modify the Territory without your written permission, or (ii) establish either a company-owned or franchised Landscape Maintenance Business within the Territory under the U.S. LAWNS Marks, although we or another franchisee may from time to time service particular customers in the Territory in the event you are unable or unwilling for whatever reason to meet the service needs of those customers, all as set forth in the Operations Manual.

C. Our Reservation of Rights. We retain all rights that are not expressly granted to you under this Agreement. We and our affiliates may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee, and without granting you any rights therein:

(i) establish and/or license others to establish franchised or company-owned U.S. LAWNS businesses at any location outside the Territory regardless of the proximity of such business to your Territory;

(ii) advertise, market, promote and provide any goods and services under trademarks, service marks, trade names and other commercial symbols other than the Marks, at any location, within or outside the Territory, and to solicit prospective customers, including Property Management Companies, for such goods and services wherever they may be located;

(iii) merge with, acquire or become acquired by ("Merger/Acquisition Activity") any businesses, including competitive businesses, which businesses operate under trademarks other than the U.S. LAWNS Marks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your U.S. LAWNS Business, and which may be located anywhere inside or outside the Territory; and

(iv) except for the limited rights granted to you in Section 2.B, sell and distribute for ourselves and/or license others to sell and distribute within and outside the Territory, products or services the same as or different from the products and services offered from your U.S. LAWNS Business, and which are offered and distributed under marks different than the Marks.

D. Regional Accounts. Without limiting the generality of Section 2.C, we expressly reserve the right to solicit Regional Accounts wherever located. In order to enable us to negotiate special arrangements involving Regional Accounts, including responding to requests for proposals ("RFP") involving locations which may or may not be located in the Territory, upon our request, you must promptly evaluate the applicable Regional Account location(s) located within the Territory and prepare a bid package for each such location in accordance with such formats, procedures and specifications as we may establish, including any supplemental or modified bid package which we may require in order to satisfy the requirements of the Regional Account (each a "Bid Package"). If we accept the Bid Package, you must honor the proposal and execute such agreements and other documents and instruments as we and the Regional Account may require to fulfill the agreed upon contract terms ("Regional Account Agreement"). We will afford you the first opportunity to submit a Bid Package on each proposed Regional Account location which is within your Territory and to perform Landscape Maintenance Services to Regional Account locations located in the Territory; provided, however, that we may, as applicable, submit Bid Packages and perform such Landscape Maintenance Services ourself or cause other franchisees or contractors to do so, if: (a) you fail to timely submit a Bid Package in accordance with our request; (b) we reject your Bid Package or if the Regional Account notifies you or us that it does not wish to be served by you; (c) you for any reason fail or refuse to perform in accordance with the Bid Package and Regional Account Agreement; (d) you are, at the time of the issuance of the RFP or submission of the Bid Package, in default of your obligations or under any other agreement with us, or under any other Regional Account Agreement to which you are a party; or (e) you are, in our judgment, exercised in good faith, not qualified, equipped or otherwise capable to satisfy the RFP or Regional Account Agreement requirements or to perform the services

as required. You acknowledge and agree that we or our affiliate may charge a management fee to offset the sales and administrative expenses of processing and managing Regional Accounts. The amount of the management fee varies from customer to customer based upon a number of factors including: i) the direct cost of administrative and management oversight provided; ii) the associated overhead cost such as payment terms (financing) and risk management (insurance); and iii) the profit margin.

We may, but are not obligated to, compensate you for Landscape Maintenance Services performed by us, our affiliate or another franchisee or contractor for Regional Account locations which are located within your Territory in such amounts (if any) as we determine.

In addition to the Regional Accounts program, as it may be modified from time to time, an affiliate of ours may offer you subcontract work in accordance with its then-current procedures for servicing Centrally Managed Accounts. For purposes of this Agreement, the term "Centrally Managed Accounts" refers to customer accounts for multi-site, geographically dispersed real estate portfolios utilizing a network of subcontractors to perform the services. Our affiliates are not obligated to provide you with any subcontract work and may offer such work to your competitors.

SECTION 3 TRADEMARK STANDARDS AND REQUIREMENTS

3. You acknowledge and agree that the Marks are our property and we have licensed the use of the Marks to you and others. You further acknowledge that your right to use the Marks is specifically conditioned upon the following:

A. Mark Ownership. The Marks are our valuable property, and we are the owner of all right, title and interest in and to the Marks and all past, present or future goodwill of the U.S. LAWNS Business and of the business conducted that is associated with or attributable to the Marks. Your use of the Marks will inure to our benefit. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our rights in any of the Marks or the goodwill associated with the Marks, including any use of the Marks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

B. Use of Marks. You may not use, or permit the use of, any trademarks, trade names or service marks in connection with the U.S. LAWNS Business except those we authorize or direct in writing. You may use the Marks only in connection with such products and services as we specify and only in the form and manner we prescribe in writing. You must comply with all trademark, trade name and service mark notice marking requirements. You may use the Marks only in association with products and services approved by us and that meet our standards or requirements with respect to quality, production, installation and sale.

C. Business Identification. You must use the name U.S. LAWNS as the trade name of the Business and you may not use any other mark or words to identify the Business without our prior written consent. You may not use the words "U.S.

LAWNS" or any of the other Marks as part of the name of your corporation, partnership, limited liability company or other business entity. You may use the Marks on various materials, such as business cards, stationery and checks, provided you (i) accurately depict the Marks on the materials as we describe, (ii) include a statement on the materials indicating that the business is independently owned and operated by you, (iii) do not use the Marks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing prior to such use, and (iv) make available to us, upon our request, a copy of any materials depicting the Marks. You must post a prominent sign in your office identifying you as a U.S. LAWNS franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the U.S. LAWNS Business and that the U.S. LAWNS Mark is owned by us and your use is under a license we have issued to you.

D. Litigation. In the event any person or entity improperly uses or infringes the Marks or challenges your use or our use or ownership of the Marks, we will control all litigation and we have the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you are aware or any challenge or claim arising out of your use of any Mark. You must take reasonable steps, without compensation, to assist us with any action we undertake. We will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Marks in violation of this Agreement, in which case you must pay us for our costs and expenses.

E. Changes. You may not make any changes or substitutions to the Marks unless we direct in writing. We reserve the right to change the Marks at any time and you must comply with any such changes within the time frames we specify.

F. Creative Works. All ideas, concepts, techniques, or materials concerning the U.S. LAWNS business, whether or not protectable intellectual property and whether created by or for you or one of your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

SECTION 4 TERM AND RENEWAL

4. The following provisions control with respect to the term and renewal of this Agreement:

A. Term. The initial term of this Agreement is 10 years. The initial term commences upon the Effective Date (as defined in Section 14.P) of this Agreement.

B. Renewal Term and Conditions of Renewal. You may renew your license for two additional terms of 10 years each, provided that with respect to each renewal: (i) you have given us written notice of your decision to renew at least 120 days but not more than 180 days prior to the end of the expiring term; (ii) you sign our then-current form of franchise agreement (modified to reflect that the agreement relates to the grant of a renewal), the terms of which may differ from this Agreement, including higher fees; (iii) you are not in default of this Agreement or any other agreement pertaining to the franchise granted, have satisfied all monetary and material obligations on a timely basis during the term and are in good standing; (iv) you comply with our then-current training requirements; and (v) you and your guarantors execute a general release of claims in a form we prescribe.

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

SECTION 5 PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS

5. You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity. The following provisions control with respect to products and operations:

A. Facilities. Before commencing operation of the U.S. LAWNS Business you must have: i) a centrally located storage or warehouse facility in the Territory, ii) an office, the location of which is subject to our reasonable approval, iii) all designated equipment, supplies and uniforms for the operation of the U.S. LAWNS Business, and iv) at least one Service Vehicle identified and equipped in accordance with our standards and specifications.

B. Authorized Products and Supplies. You must use in the operation of the U.S. LAWNS Business and in the offer and sale of the products and services we approve only the techniques, equipment, procedures and supplies we specify in writing. You acknowledge and agree that we may change any of our requirements periodically and that you are obligated to conform to the requirements. All customer service materials and promotional items of all descriptions and types must meet our standards of uniformity and quality. You acknowledge that the U.S. LAWNS Business must at all times maintain an inventory of products, material and supplies that will permit operation of the U.S. LAWNS Business at sufficient capacity.

C. Approved Supplies and Suppliers. We may furnish to you from time to time lists of approved supplies or approved suppliers. We reserve the right to require that you only use approved products, inventory, equipment, signs, advertising materials, and other items (collectively "Proprietary Products") in the U.S. LAWNS Business as set forth in the Proprietary Products and approved suppliers lists, as we may amend from time to time. We may develop and research new products as we determine necessary. Although we do not do so for every item, we have the right to approve the supplier of Proprietary Products. You acknowledge and agree that certain Proprietary Products may only be available from one approved supplier source, and we or our affiliates may be that source. You will pay the then-current price in effect for any approved products and supplies you purchase from us or our affiliates. All inventory, products, materials and other items and supplies used in the operation of the U.S. LAWNS Business must conform to the specifications and standards we establish from time to time. ALTHOUGH APPROVED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO PRODUCTS, EQUIPMENT (INCLUDING WITHOUT LIMITATION AND ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS.

D. Computer System; Customer Information. You must purchase a computer system, including all future updates, supplements and modifications (the "Computer System") that meets our standards and requirements. The Computer System will be used to develop a database of Customer Information, schedule your appointments, generate bids and proposals, maintain communications over the Internet, and produce your accounting records. We own all Customer Information and may use the Customer Information as we deem appropriate (subject to applicable law). You may only use the Customer Information to the extent necessary to perform your obligations under this Agreement and during the term hereof and subject to all privacy, security and other applicable laws. Without limiting the foregoing, you agree to comply with applicable law in connection with your collection, storage and your use and our use of the Customer Information, including, if required under applicable law, obtaining consents from customers to our sharing of the Customer Information as contemplated hereunder. You must

comply with all laws and regulations relating to data protection, privacy and security, and must comply with any data protection, privacy and security policies including data breach response policies we may periodically establish.

You may be required to license software from us, an affiliate, or a third party and you also may be required to pay an additional software licensing or user fee in connection with your use of the software and sign any applicable software license agreement. All right, title and interest in the software will remain with the licensor of the software. You shall not use or download any software on your computer unless it has been authorized by us in writing. In the event that you use or download any unauthorized software, you shall be liable for all damages and problems caused by the unauthorized software in addition to the other remedies provided under this Agreement. You acknowledge and agree that we will have full and complete access to the information and data entered and produced by the Computer System. You must have Internet access with a form of high speed connection as we require and you must maintain a dedicated email account for the U.S. LAWNS Business, separate from any personal or other email account. You must purchase any upgrades, enhancements or replacements to the Computer System and/or hardware and software that we may from time to time require. At your cost and expense, you must subscribe to the U.S. LAWNS Franchise Support internet web site, or successor system established by us (with access fees paid by you). It is your responsibility to make sure that you are in compliance with all laws that are applicable to the Computer System or other technology used in the operation of your Business, including all data protection or security laws as well as PCI compliance.

E. Promotional Items. All sales promotion materials, customer goodwill items and signage used in the sales promotion, sale and distribution of products or services covered by this Agreement are subject to our approval and must, where practicable, contain one or more of the Marks. We may require you to purchase these items from an approved supplier.

F. Evaluations. We or our authorized representative have the right to visit and inspect your U.S. LAWNS Business at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain if the provisions of this Agreement are being observed by you, to inspect and evaluate your building, land and equipment, and to test, sample, inspect and evaluate your supplies, products and services. Any failure of an inspection is a default under Section 12.A of this Agreement. Further, if we determine that any condition in the U.S. LAWNS Business presents a threat to customers or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the U.S. LAWNS Business until the situation is remedied to our satisfaction. Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Business or to assume any responsibility for your obligations under this Agreement.

G. Operating Procedures. We will loan you a copy of our Operations Manual. You must adopt and use as your continuing operational routine the required standards, service style, procedures, techniques and management systems described in our Operations Manual or other written materials relating to services, uniforms, financial management, equipment and facility requirements. We will revise the Operations Manual and these standards, procedures, techniques and management systems periodically to meet changing conditions in the best interest of the commercial U.S. LAWNS businesses. The Operations Manual will contain both mandatory standards and recommended standards. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The Operations Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

You acknowledge having received one copy of the Operations Manual on loan from us for the term of this Agreement. The Operations Manual is at all times our sole property. You must at all times treat the Operations Manual, and the information they contain, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential. We may from time to time revise the contents of the Operations Manual and you expressly agree to comply with each new or changed requirement. You must at all times ensure that your copy of the Operations Manual is kept current and up to date, and in the event of any dispute as to the contents of said Operations Manual, the terms of the master copy of the Operations Manual that we maintain are controlling. We will notify you of any updates or modifications to the Operations Manual and you acknowledge and agree that in the future the Operations Manual and other system communications may only be available on the Internet or other online or computer communications.

H. Confidential Information. You may not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or entity any Confidential Information, except to such employees as must have access to it in order to operate the U.S. LAWNS Business. Any and all Confidential Information, including, without limitation, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating the U.S. LAWNS Business. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons owning a minority interest in the franchisee, your manager and other key employees. You must provide executed copies of these agreements to us upon our request.

I. Compliance with Law; Licenses and Permits. You must at all times maintain and conduct your U.S. LAWNS Business operations in compliance with all applicable laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, permits and certificates relating to your U.S. LAWNS Business.

You acknowledge that you are an independent business and responsible for control and management of your U.S. LAWNS Business, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related matters.

You must immediately notify us in writing of any claim, litigation or proceeding that arises from or affects the operation or financial condition of your U.S. LAWNS Business.

J. Participation in Internet Websites or Other Online Communications. We may require you, at your expense, to participate in our U.S. LAWNS website on the Internet, our intranet or extranet system or other online communications as we may require. We have the right to determine the content and use of our website and intranet or extranet system and will establish the rules under which franchisees may or must participate. We will post your U.S. LAWNS Business's contact information on our website. You may not separately register any domain name containing any of the Marks or operate a website for your U.S. LAWNS Business. We reserve the right to establish rules, procedures and policies relating to any website you create for the operation of your U.S. LAWNS Business. We may immediately terminate this Agreement if you register any domain name containing any of the Marks. We retain all rights relating to our website and intranet system and may alter or terminate our website, extranet system or intranet system. Your general conduct on our website and intranet or extranet system or other online communications and specifically your use of the Marks or any advertising is subject to the provisions of this Agreement. You acknowledge that certain information related to your participation in our website, extranet system or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our website and intranet or extranet system, or otherwise use the Marks or System on the Internet or other online communications, will terminate when this Agreement expires or terminates. You acknowledge and agree that you do not have any right to use the Marks on any website except as expressly approved by us in writing.

K. System Modifications. You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions, competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate. You must

comply with these modifications, additions or rescissions at your expense, subject to any express limitations set forth in this Agreement.

L. Suggested Pricing Policies. We may, from time to time, make suggestions to you with regard to your pricing policies. In addition, we have the right to negotiate national or regional account arrangements, including pricing which will bind all U.S. LAWNS Businesses providing services to such accounts. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law.

M. Minimum Performance Standards. During each year of operation, you must meet the following minimum annual Gross Billings: i) at least $50,000 for the first year of operation; ii) at least $100,000 for the second year of operation; and iii) at least $200,000 for the third year of operation and each subsequent year.

N. Crisis Situations. In the interest of protecting the Marks and the System, we have the sole and absolute right to determine a response, including what steps will be taken and what communications will be made, in instances of a Crisis, and you agree to comply with and implement our directions in response to a Crisis. "Crisis" means an event or development that negatively impacts the System or Marks in such a way that we determine may cause substantial harm or injury to the Marks, System, reputation or image.

SECTION 6 PERSONNEL AND SUPERVISION STANDARDS

6. The following provisions and conditions control with respect to personnel, training and supervision:

A. Supervision of the Business. You must devote full-time attention to your U.S. LAWNS Business, and it at all times must be under your direct supervision (or a designated owner in the event you are a corporation, partnership, or other business entity). Your owners must be those persons who are actively involved in the Business and they must be personal guarantors.

B. Training. You must comply with all of the training requirements we prescribe for the U.S. LAWNS Business to be developed under this Agreement. You (or if Franchisee is a legal entity, one of your owners) must attend our initial training program and complete the training program to our satisfaction. We will not charge you a fee for up to three persons to attend our initial training program. You, however, are responsible for paying all costs and expenses, including hotel and transportation costs, for the people to attend our initial training program. If you would like us to train more than the three people, or if it becomes necessary to re-train a certain individual, we reserve the right to charge you a training fee. You also will be responsible for paying all costs and other daily expenses for any additional person who attends our initial training program. The training requirements may vary depending on your experience and other factors specific to

the U.S. LAWNS Business. In the event you are given notice of default and the default relates, in whole or in part, to your failure to meet any operational standards, we have the right to require, as a condition of curing the default that you and your manager, at your expense, comply with the additional training requirements we prescribe. Any new manager you hire must comply with our training requirements within a reasonable time as we specify. Under no circumstances may you permit management of the U.S. LAWNS Business's operations on a regular basis by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

C. Ongoing Training. We may require you and other key employees of the U.S. LAWNS Business to attend ongoing training at our training facility or other location we designate (which may be remote). If you request training in addition to the initial training program identified above, we reserve the right to charge you a training fee, plus expenses. Any training provided by us to any of your workers will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training.

D. Staffing. You will employ a sufficient number of competent and trained employees to ensure efficient service to your customers. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever and nothing in any aspect of the System or the Marks in any way shifts any employee or employment related responsibility from you to us. You alone are responsible for hiring, firing, training, setting hours and compensation for and supervising all employees.

E. Attendance at Meetings. You must attend, at your expense, all annual franchise conventions we may hold or sponsor and all meetings relating to new services or products, new operational procedures or programs, training, business management, sales or sales promotion, or similar topics, including any system-wide teleconferences or web-conferences. We reserve the right to charge you a fee to attend any franchise conventions, meetings, programs or other trainings we require. If you are not able to attend a meeting or convention, you must so notify us prior to the meeting and must have a substitute person, acceptable to us attend the meeting.

SECTION 7 MARKETING

7. You agree to actively promote your U.S. LAWNS Business, to abide by all of our advertising requirements and to comply with the following provisions:

A. Marketing Fund. You must pay to us a Marketing Contribution as set forth in subparagraph 8.C. All Marketing Contributions will be placed in a

Marketing Fund that we own and manage. On behalf of our company and affiliate owned U.S. LAWNS businesses, we will pay the same Marketing Contribution as similarly situated franchised commercial U.S. LAWNS businesses. The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to the Marketing Fund; provided, however, we will make a good faith effort to expend such fees in a manner that we determine is in the general best interests of the System. We have the right to determine the expenditures of the amounts collected and the methods of marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs. Because of the methods used, we are not required to spend a prorated amount on each commercial U.S. LAWNS business or in each advertising market. We have the right to make disbursements from the Marketing Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns. The disbursements may include payments to us for the expense of administering the Marketing Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the advertising functions. If requested, we will provide you an annual unaudited statement of the financial condition of the Marketing Fund.

B. Local Advertising; Approved Materials. You must use your best efforts to promote and advertise your U.S. LAWNS Business and participate in any local marketing and promotional programs we establish from time to time. You must use only such marketing materials as we furnish, approve or make available, and the materials must be used only in a manner that we prescribe. We may, from time-to-time, provide sample advertising and marketing materials for your use and we reserve the right to charge you a fee for any additional copies of these advertising and marketing materials that you request. Furthermore, any promotional activities you conduct in connection with the U.S. LAWNS Business are subject to our approval. We will not unreasonably withhold approval of any sales promotion materials and activities; provided that they are current, in good condition, in good taste and accurately depict the Marks.

C. Initial Prospecting Fee. We will use the initial prospecting fee paid pursuant to Section 8.A to conduct pre-opening marketing on your behalf to commercial property owners, managers and decision makers in your Territory. Promotion may include, but is not limited to, a mix of telephone prospecting, email nurturing campaigns and/or public relation activities. You may spend additional amounts on other pre-opening promotional activities that are arranged or approved by us. We have the right to determine how to spend the initial prospecting fee and the methods of marketing, advertising, media employed and contents, terms and conditions of the pre-opening marketing campaigns and promotional programs.

SECTION 8 FEES, REPORTING AND AUDIT RIGHTS

8. You must pay the fees described below and comply with the following provisions:

A. Initial Fees. You must pay to us an Initial Franchise Fee and an initial prospecting fee in the amount set forth in the Data Sheet. The Initial Franchise Fee and the initial prospecting fee must be paid at the time this Agreement is signed. The Initial Franchise Fee and the initial prospecting fee are earned upon receipt and are nonrefundable.

No Initial Franchise Fee or initial prospecting fee is payable if you are executing this Agreement in connection with the purchase of an existing U.S. LAWNS Landscape Maintenance Business from an existing franchisee.

B. Royalty. You must pay to us in the manner specified in 8.E monthly Royalties (the "Royalties") calculated as follows:

- If your Gross Billings in the calendar month are $62,500 or less, you pay 6% of Gross Billings.
- If your Gross Billings in the calendar month are over $62,500 but equal to or less than $125,000, you pay 6% of Gross Billings up to and including $62,500, plus 5% of the Gross Billings between $62,500.01 and $125,000.
- If your Gross Billings in the calendar month are over $125,000, you pay 6% of all Gross Billings up to and including $62,500, plus 5% of the Gross Billings between $62,500.01 and $125,000, plus 4% of the Gross Billings in excess of $125,000.
- If you provide Landscape Maintenance Services to customer locations which are located outside your Territory, you pay 6% of Gross Billings for such services regardless of your Gross Billings in the calendar month.

The Royalties are due within 15 days following the end of each calendar month for the previous month.

C. Marketing Contribution. You must pay to us a monthly Marketing Contribution in an amount equal to the lesser of 2% of Gross Billings or a "Marketing Cap" of $550 per month. The Marketing Contribution is payable within 15 days of the end of each calendar month for the previous month. We reserve the right to increase the amount of the percentage you are required to pay and/or the Marketing Cap, upon 60 days' notice, but in no event will the Marketing Contribution exceed 3% of Gross Billings and in no event will the increased Marketing Cap exceed an amount equal to 3% of Gross Billings.

D. Technology Fee. We reserve the right to charge a monthly Technology Fee for the use of, maintenance and support for the software and other technology we require you to use as further set forth in the Data Sheet. Such fee will not exceed $500-$750 per month for the first year such fee is imposed. We may increase monthly support and maintenance fees, and/or modify the services that are provided for these fees with 60 days' notice, although such fees will not increase by more than 50% during any 12-month period.

E. Manner of Payment. All Royalties, Marketing Contributions and Technology Fees must be paid to us within 15 days after the end of each and every calendar month based on Gross Billings during the preceding calendar month. You acknowledge and agree that this Section 8.E does not constitute our agreement to accept payments after they are due or a commitment by us to extend credit to you or to otherwise finance your operation of the Business. Further, you acknowledge and agree that your failure to pay all amounts when due will constitute grounds for termination of this Agreement, notwithstanding the provisions of this Section 8.E. You will not, on grounds of the alleged nonperformance by us of any of our obligations under this Agreement, withhold payment of any Royalties, Marketing Contributions or any other amounts due us and you will not, on such grounds, discontinue providing services to customers of the Business in accordance with this Agreement.

F. Electronic Transfer of Funds. You must sign an electronic transfer of funds ("EFT") authorization, attached as Schedule D, to authorize and direct your bank or financial institution to allow us to initiate a transfer of funds electronically, on the 15th day of each month, directly to our account and to charge to your account all amounts due to us. You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph. If you fail to timely pay any Royalties, Marketing Contributions or other fees or payments due to us, we have the right to activate the EFT and from that point on collect all Royalties, Marketing Contributions and other amounts owing to us by means of EFT. We will give you 15 days' notice of our intent to begin collecting by means of EFT.

G. Penalty; Late Charges; Interest. If you are delinquent in either submitting required reports or financial information, or are delinquent in paying any payments to us, we may assess a penalty equal to $5.00 for each day that the failure to submit a required report or financial information continues with a minimum late payment fee of $25.00. In addition to the late payment fee, you must also pay interest on all amounts outstanding at the rate of 1.5% per month (but not to exceed the maximum legal rate of interest) imposed from the date payment was due or the charge was imposed until the entire sum and late charge is paid in full.

H. Application of Fees. Notwithstanding any designation by you, we have the right apply any payments received from you to any past due indebtedness due us or our affiliates in such amounts and in such order as we determine.

I. Financial Planning and Management. You must keep books and records and submit reports as we periodically require, including but not limited to a monthly balance sheet and monthly statement of profit and loss. You must also retain check registers, purchase records, invoices, sales summaries and inventories, sales tax records and returns, payroll records, cash disbursement journals and general ledgers, all of which accurately reflect the operations and condition of your U.S. LAWNS Business operations. You must compile, keep and submit to us the books, records and reports to us on the forms and using the methods of bookkeeping and accounting as we periodically may prescribe. The records that you are required to keep for your U.S. LAWNS Business must include detailed daily sales, cost of sales, and other relevant records or information maintained in an electronic media format and methodology we approve. You must provide this information to us according to reporting formats, methodologies and time schedules that we establish from time to time. You also must preserve and retain the books, records and reports for not less than 36 months. You must allow us electronic and manual access to any and all records relating to your U.S. LAWNS Business.

J. Reports and Audit. Within 15 days after the end of each month, you must submit to us a report of your Gross Billings with respect to the preceding month in the form and content as we periodically prescribe. The report must include, but not be limited to, the following information for the preceding month: (i) amount of Gross Billings and gross receipts of the U.S. LAWNS Business, and the computation of the Royalties and Marketing Contribution; (ii) copies of your most recent invoice listing and balance sheet and statement of profit and loss, including a summary of your costs for labor, rent and other material cost items; and (iii) if requested by us to verify your Gross Billings, all such books and records as we may require under our audit policies published from time to time. You also must, at your expense, submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year. We may require that the annual financial statements be reviewed by a certified public accountant. You must certify all reports to be true and correct. You acknowledge and agree that we have the right to impose these requirements on you regardless of whether we impose the same requirement on our other franchisees.

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to the U.S. LAWNS Business are kept and to evaluate, copy and audit such books and records. We also have the right to request information from your suppliers, vendors, and customers. In the event that any such evaluation or audit reveals an understatement of 3% or more of your Gross Billings, you must pay for the audit, and in addition to any other rights we may have, we have the right to conduct further periodic audits and evaluations of your books and records as we reasonably deem necessary for up to two years thereafter and any further audits and evaluations will be at your sole expense, including, without limitation, professional fees, travel, and room and board expenses directly related thereto. Furthermore, if you intentionally understate or underreport Gross Billings at any time, or if a subsequent audit or

evaluation conducted within the two-year period reveals any understatement of your Gross Billings of 3% or more, in addition to any other remedies provided for in this Agreement, at law or in equity, we have the right to terminate this Agreement immediately. In order to verify the information that you supply, we have the right to reconstruct your sales through any reasonable method of analyzing and reconstructing sales. You agree to accept any such reconstruction of sales unless you provide evidence in a form satisfactory to us of your sales within a period of 14 days from the date of notice of understatement or variance.

We will keep your financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding or in a manner as set forth in subparagraph 10.D.8 or where your information is grouped with similar information from other commercial U.S. LAWNS businesses to produce shared results like high-low ranges or average gross sales or expenses on a system-wide or regional basis.

SECTION 9 YOUR OTHER OBLIGATIONS; NONCOMPETE COVENANTS

9. You agree to comply with the following terms and conditions:

A. Payment of Debts. You agree to pay promptly when due: (i) all payments, obligations, assessments and taxes due and payable to us and our affiliates, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your business; (ii) all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the U.S. LAWNS Business or business; and (iii) all accounts and other indebtedness of every kind incurred by you in the conduct of the U.S. LAWNS Business. In the event you default in making any such payment, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment.

You also will pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on us as the result of our receipt or accrual of the Initial Franchise Fee, the Royalty Fee, the Marketing Contribution, or other fees that are referenced in this Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you shall pay us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

B. Indemnification. You waive any and all claims against us for damages to property or injuries to persons arising in any way out of this Agreement, your servicing of properties under this Agreement or any subcontracts, or the operation of your U.S. LAWNS Business. You agree to defend at your sole expense, fully protect, indemnify and hold harmless, us, our affiliates, our parent companies,

our sister companies and our owners, directors, officers, successors and assigns, as well as our customers and the owners of each and every property you service, from any and all Claims as defined in this subparagraph. "Claims" in this subparagraph means any and all claims, demands, damages, assessments, violations, causes of action, lawsuits, liens, and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your U.S. LAWNS Business (regardless of cause or any concurrent, superseding or contributing fault, liability or negligence of us, our affiliates, our parent companies, our sister companies, and our customers and the owners of any property you service) or any breach by you or your failure to comply with any of the terms and conditions of this Agreement. We also reserve the right to select our own legal counsel to represent our interests, and you agree to reimburse us for our costs and attorneys' fees immediately upon our request as they are incurred. As between us and you, you are solely responsible for the safety and well-being of your employees and your customers.

It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, if we incur any cost, liability, loss or damage as a result of any actions or omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you will fully indemnify us for any such cost, liability, loss and damage.

C. Insurance. You must, and hereby agree to, purchase and maintain in full force and effect, at your sole expense and from a company we approve, insurance that insures both you and us, our affiliates our parent companies, our sister companies, and our customers and the owners of any property you service and any other persons or entities we designate by name. The insurance policies must include, at a minimum: (i) commercial general liability insurance covering claims for personal injuries and property damage with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate, $2,000,000 products/completed operations aggregate; (ii) employers liability insurance with minimum limits of $1,000,000 for bodily injury caused by accident or disease, or the minimum required by state law (whichever is greater); (iii) vehicle liability for owner, leased, hired and non-owned vehicles with minimum limits of $1,000,000 combined single limit for bodily injury and property damage per occurrence; (iv) umbrella liability insurance with minimum limits of $1,000,000; (v) Worker's Compensation Insurance; (vi) any other such insurance coverages or amounts as required by law or agreement related to the U.S. LAWNS Business; and (vii) any other insurance we may require from time to time. Additional insurance requirements are set forth in the Manual. All liability insurance policies must name us (and our affiliates, officers, directors and employees), as well as any subcontractors on the particular property, and/or our customers and/or the owners of any property you service) as additional insureds, must provide that such insurance is primary insurance with respect to the interests of all additionally named insureds, and must provide that any other insurance maintained by us or by you and/or any subcontractor is excess and not contributing insurance with the

insurance required under this Agreement. The policy must contain a waiver by the insurance carrier of all subrogation rights against us. You acknowledge and agree that Regional Accounts may require additional types, limits and terms of insurance coverage.

You must deliver to us at commencement and annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this subparagraph. The insurance certificate must show our status as an additional insured (as noted above) and provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. We also may request copies of all policies. We may modify, upon written notice to you, the required minimum limits from time to time and by written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the U.S. LAWNS System, standards of liability and higher damage awards. In the event of such notification, you must immediately cause the modification of the policy, and evidence thereof, in accordance with our request. If at any time you do not procure or maintain the insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage and to charge the same to you, together with a reasonable fee for the expenses we incur in doing so, payable by you immediately upon notice. We also have the right to terminate this Agreement for cause should you fail to comply with this provision.

D. Noncompete Covenants. You agree that you will receive valuable training and Confidential Information that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement. You therefore agree to the following noncompetition covenants:

1. Unless otherwise specified, the term "you" as used in this subparagraph includes, collectively and individually, all guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in you. We may require you to obtain from your manager and other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this subparagraph.

2. You covenant that during the term of this Agreement, or during any Interim Period, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any Competitive Business (as defined below) other than one authorized by this Agreement or any other agreement between us and you.

3. You covenant that you will not, for a period of two years after the expiration or termination of this Agreement, or after the expiration of any Interim Period, regardless of the cause of termination, or within two years of the sale of the U.S. LAWNS Business or any interest in you, either

directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in a Competitive Business (as defined below):

a. In the Territory;

b. Within a 50-mile radius of the outer boundary of the Territory; or

c. Inside the protected territory of another U.S. LAWNS business, whether franchised or owned by us or our affiliates.

For purposes of this Section 9.D, a "Competitive Business" is any business which provides Landscape Maintenance Services.

4. You agree that the length of time in subpart (3) will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

SECTION 10 TRANSFER OF FRANCHISE

10. You agree that the following provisions govern any transfer or proposed transfer:

A. Transfers. We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the U.S. LAWNS Business. Consequently, neither your interest in this Agreement nor in the U.S. LAWNS Business may be transferred or assigned to or assumed by any other person or entity (the "assignee"), in whole or in part, unless you have first tendered to us the right of first refusal to acquire this Agreement in accordance with subparagraph 10.F, and if we do not exercise such right, unless our prior written consent is obtained, the transfer fee provided for in subparagraph 10.C is paid, and the transfer conditions described in subparagraph 10.D are satisfied. Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity who shares in the losses or profits of the business in a manner other than as an employee will be considered a transfer for purposes of this Agreement. Specifically, but without limiting the generality of the foregoing, the following events constitute a transfer and you must comply with the right of first refusal, consent, transfer fee, and other transfer conditions in this Paragraph 10:

1. Any 20% or more change in the ownership percentage of the franchisee entity; or

2. Any change in the general partner of a franchisee that is a general, limited or other partnership entity.

In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in subparagraph 10.F, and if we do not exercise such right, must apply for and obtain our consent to the transfer, pay the transfer fee provided for in subparagraph 10.C, and satisfy the transfer conditions described in subparagraph 10.D. In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you.

You may not place in any communication media or any form of advertising, any information relating to the sale of the U.S. LAWNS Business or the rights under this Agreement, without our prior written consent.

B. Consent to Transfer. We will not unreasonably withhold our consent to transfer, provided we determine that all of the conditions described in this Section 10 have been satisfied. Application for our consent to a transfer and tender of the right of first refusal provided for in subparagraph 10.F must be made by submission on our form of application for consent to transfer, which must be accompanied by the documents (including a copy of the proposed purchase or other transfer agreement) or other required information. The application must indicate whether you or an owner proposes to retain an interest in the property to be transferred. No interest may be retained or created, however, without our prior written consent and except upon conditions acceptable to us. Any agreement used in connection with a transfer shall be subject to our prior written approval, which approval will not be withheld unreasonably. You immediately must notify us of any proposed transfer and must submit promptly to us the application for consent to transfer. Any attempted transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void and will provide us with the right to elect either to default and terminate this Agreement or to collect from you and the guarantors a transfer fee equal to two times the transfer fee provided for in subparagraph 10.C.

C. Transfer Fee. You must pay to us a transfer fee in the amount of 50% of our then-current initial franchise fee. The transfer fee is nonrefundable even if, for any reason, the proposed transfer does not occur.

D. Conditions of Transfer. We condition our consent to any proposed transfer, whether to an individual, a corporation, a partnership or any other entity upon the following:

1. Assignee Requirements. The assignee must meet all of our then-current requirements for our U.S. LAWNS franchise program we are offering at the time of the proposed transfer and sign our then-current form of franchise agreement, modified to reflect the term remaining under this Agreement.

2. Payment of Amounts Owed. All amounts owed by you to us, or any of our affiliates or your suppliers, or upon which we or our affiliates have any contingent liability, must be paid in full.

3. Reports. You must have provided all required reports to us.

4. Non-Competition Agreement. You and your owner must execute a non-competition covenant in favor of us and the assignee, agreeing that for a period of not less than two years, commencing on the effective date of the assignment, you and your owner will not, directly or indirectly, within the Territory, solicit any person or Business Entity who is a customer of the Business at the time of the assignment, or offer, sell, or perform any Landscape Maintenance Services which are the same as or similar to those offered, sold or rendered by the U.S. LAWNS Business pursuant to this Agreement (except pursuant to other franchise agreements entered into with us) to any person or business entity which was at any time within 24 months immediately preceding the effective date of the assignment a customer of yours or of the U.S. LAWNS Landscape Maintenance Business.

5. Guarantee. In the case of an installment sale for which we have consented to you or any owner retaining an interest or other financial interest in this Agreement or the business operated thereunder, you or such owner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

6. General Release. You and each guarantor must sign a general release of all claims arising out of or relating to this Agreement, your U.S. LAWNS Business or the parties' business relationship, in the form we designate, releasing us and our affiliates.

7. Training. The assignee must, at your or assignee's expense, comply with our training requirements.

8. Financial Reports and Data. We have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to the U.S. LAWNS Business and its operations as we

deem reasonably necessary or appropriate for assignee and/or us to evaluate the U.S. LAWNS Business and the proposed transfer. You agree that we have the right to confer with proposed assignees and furnish them with information concerning the U.S. LAWNS Business and proposed transfer without being held liable to you, except for intentional misstatements made to an assignee. Any information furnished by us to proposed assignees is for the sole purpose of permitting the assignees to evaluate the U.S. LAWNS Business and proposed transfer and must not be construed in any manner or form whatsoever as earnings claims or claims of success or failure.

9. Other Conditions. You must have complied with any other conditions that we reasonably require from time to time as part of our transfer policies.

E. Death, Disability or Incapacity. If the event of a death, disability or incapacity of Franchisee (or, if Franchisee is a legal entity of Franchisee's principal owner) and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as the Franchisee or the principal owner of the Franchisee entity, such person or entity must apply for our consent under subparagraph 10.B, pay the applicable transfer fee under subparagraph 10.C, and satisfy the transfer conditions under subparagraph 10.D, as in any other case of a proposed transfer, all within 120 days of the death or event of disability or incapacity. During any transition period to an heir or successor-in-interest, the U.S. LAWNS Business still must be operated in accordance with the terms and conditions of this Agreement. If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us and we will not have a right of first refusal as set forth in subparagraph 10.F. In the event of Franchisee's (or, if Franchisee is a legal entity of Franchisee's principal owner) death, disability or incapacity, we may elect to service Franchisee's customers ourselves or through the use of another franchisee if those customers cannot otherwise be adequately serviced as a result of such incapacity, disability or death. We or such other franchisee shall be entitled to be paid for such services in accordance with our or such other franchisee's then-current fees for such services.

F. Right of First Refusal. If you propose to transfer or assign this Agreement or your interest herein or in the business, in whole or in part, to any third party, including, without limitation, any transfer contemplated by subparagraph 10.A or any transfer described in subparagraph 10.A, you first must offer to sell to us your interest. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer. We then have 10 days from our receipt of the statement setting forth the third-party offer and other requested information to accept the offer by delivering written notice of acceptance to you. We will have an additional 45 days to complete the purchase if we elect to exercise our right of first refusal. Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us; provided, however, we have the right to substitute equivalent cash for any noncash

consideration included in the offer. If we fail to accept the offer within the 10-day period, you will be free for 60 days after such period to effect the disposition described in the statement delivered to us provided such transfer is in accordance with this Paragraph 10. You may effect no other sale or assignment of you, this Agreement or the business without first offering the same to us in accordance with this subparagraph 10.F.

G. Transfer by Us. We have the right to sell or assign, in whole or in part, our interest in this Agreement.

SECTION 11 DISPUTE RESOLUTION

11. The following provisions apply with respect to dispute resolution:

A. Mediation. Before any party may bring an action in court or against the other (except any action for declaratory and/or equitable relief and as noted in Section 11.C below), or commence an arbitration proceeding (except as noted in Section 11.C below), the parties must first meet to mediate the dispute. If you refuse to participate in mediation or do not respond to our request for mediation within 10 days after we give you written notice of our request to mediate, we may proceed to file an arbitration claim in accordance with Section 11.B or an action for declaratory and/or equitable relief as noted in Section 11.C below. The mediation will be held in person in the city in which our headquarters are located at the time of the mediation. Any such mediation shall be non-binding and shall be conducted informally between the parties for a minimum of two (2) consecutive eight (8) hour days in order to attempt to amicably resolve the dispute. If such informal dispute resolution efforts prove to be unsuccessful, the notifying party may initiate arbitration proceedings pursuant to Section 11.B below. Each party will bear its own costs and expenses for the mediation and split the costs of the mediator.

B. Arbitration. Except as qualified below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your U.S. LAWNS Business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then the parties shall submit such class action or joined or consolidated claims, as applicable, to binding arbitration in accordance with this remaining provisions of this Section 11. The arbitration must take place in the city where our headquarters is located at the time of the dispute. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five years of significant experience in franchise law. A judgment may

be entered upon the arbitration award by any state or federal court in the state where we maintain our headquarters or the state where your U.S. LAWNS Business is located. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. Each party will bear its own costs and expenses for the arbitration and will be responsible to pay 50% of the arbitrator's fees and costs (including arbitrator's and AAA's fees and costs); provided that the prevailing party will be entitled to reimbursement of its fees and costs under Section 11.D.

This agreement to arbitrate applies to you as well as to (1) all guarantors of your obligations under this Agreement, (2) if Franchisee is a legal entity, all owners, officers or principal owners of Franchisee, (3) all others who claim any rights or benefits based upon or relating to the franchise relationship or who make any claim or assert any defense based upon or relating to this Agreement, the relationship between the parties to this Agreement or otherwise relating or arising out of this Agreement.

C. Exceptions to Arbitration. Notwithstanding Section 11.B, the parties agree that the following claims will not be subject to mediation or arbitration:

1. any action by us for temporary, preliminary or permanent injunctive relief, specific performance, writ of attachment, or other equitable relief necessary to enjoin any harm or threat of harm to our tangible or intangible property, including trademarks, service marks and other intellectual property, brought at any time, including, without limitation, prior to or during the pendency of any mediation or arbitration proceedings initiated hereunder. You specifically acknowledge that your breach or threatened breach of any of your obligations under this Agreement, including but not limited to Sections 2.A, 3.B, 5.H, 9D or Section 13, would cause us irreparable harm. You understand that irreparable harm is an injury for which monetary damages are not an adequate remedy. Therefore, upon any such breach or threatened breach by you, in addition to any other rights or remedies that may be available to us at law, equity or otherwise, you acknowledge that we will be entitled to equitable relief, including an injunction, restraining order or specific performance, without any requirement to prove irreparable harm. In addition, you hereby waive any right to request that a bond be issued as security (except for a nominal bond not to exceed $100);

2. any action in ejectment or for possession of any interest in real or personal property; or

3. any action related solely to the collection of moneys owed to us or our affiliates.

D. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, or the business will be entitled to recover its reasonable attorneys' fees and costs (including arbitrator's and AAA fees and costs).

SECTION 12 DEFAULT AND TERMINATION

12. The following provisions apply with respect to default and termination:

A. Defaults. You are in default if we determine that you or any guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing includes making any false report to us, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to us or any of our affiliates, conviction of you or a guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Marks or the U.S. LAWNS Business or any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against you or any guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

B. Termination by Us. We have the right to terminate this Agreement in accordance with the following provisions:

1. Termination After Opportunity to Cure. Except as otherwise provided in this subparagraph 12.B: (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults; (ii) your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement; (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.

2. Immediate Termination With No Opportunity to Cure. In the event any of the following defaults occur, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination: any material misrepresentation or omission in your franchise application or other reports or information provided to us, your voluntary abandonment of this

Agreement, the closing of the U.S. LAWNS Business by any state or local authorities for health or public safety reasons, you register any domain name containing our Marks, any unauthorized use of the Confidential Information, insolvency of you or guarantor, you or a guarantor making an assignment or entering into any similar arrangement for the benefit of creditors, conviction of you or any guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of the Trademarks or the U.S. LAWNS Business or any felony, intentionally understating or underreporting Gross Billings, Royalty Fees or Advertising Contributions or any understatement or 3% variance on a subsequent audit within a 2-year period, any unauthorized transfer or assignment in violation of Section 10 or any default by you that is the second default of any type within any 12-month consecutive period.

3. Immediate Termination After No More than 24 Hours to Cure. In the event that a default under this Agreement occurs that materially impairs the goodwill associated with any of the Marks, violates any health safety or sanitation law or regulation, violates any system standard as to cleanliness, health and sanitation, or if the operation of the U.S. LAWNS Business presents a health or safety hazard to the public: (i) you will have no more than 24 hours after we provide written notice of the default to cure the default; and (ii) this Agreement will terminate effective immediately on our issuance of written notice of termination.

4. Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you.

C. Termination by You. You may terminate this Agreement as a result of a breach by us of a material provision of this Agreement provided that: (i) you provide us with written notice of the breach that identifies the grounds for the breach; and (ii) we fail to cure the breach within 30 days after our receipt of the written notice. If we fail to cure the breach, the termination will be effective 60 days after our receipt of your written notice of breach. Your termination of this Agreement under this Section will not release or modify your post-term obligations under Section 13 of this Agreement.

SECTION 13 POST-TERM OBLIGATIONS

13. Upon the expiration or termination of this Agreement, or the expiration of any Interim Period:

A. Reversion of Rights; Discontinuation of Trademark Use. All of your rights to the use of the Trademarks and all other rights and licenses granted herein and the right and license to conduct business under the Marks will revert to

us without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. Upon our demand, you must assign to us or our assignee your remaining interest in any lease then in effect for the U.S. LAWNS Business (although we will not assume any past due obligations). You must immediately comply with the post-term noncompete obligations under subparagraph 9.D, cease all use and display of the Marks and of any proprietary material (including the Operations Manual) and of all or any portion of point-of-sale materials furnished or approved by us, assign all right, title and interest in the telephone numbers for the U.S. LAWNS Business and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities. You must pay all sums due to us, our affiliates or designees and all sums you owe to third parties that have been guaranteed by us or any of our affiliates. You must immediately return to us, at your expense, all copies of the Operations Manual, customer lists and ongoing contracts then in your possession or control or previously disseminated to your employees and continue to comply with the confidentiality provisions of subparagraph 5.H. You must promptly at your expense, remove or obliterate all U.S. LAWNS Business signage, displays or other materials in your possession that bear any of the Marks or names or material confusingly similar to the Trademarks and so alter the appearance of the U.S. LAWNS Business as to differentiate the U.S. LAWNS Business unmistakably from duly licensed commercial U.S. LAWNS businesses identified by the Trademarks. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement (or the expiration of any Interim Period), you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our affiliates that expressly or by their nature survive the expiration or termination of this Agreement.

B. Purchase Option. We have the right to purchase or designate a third party that will purchase all or any portion of the assets of your U.S. LAWNS Business that are owned by you or any of your affiliates including, without limitation, the equipment, fixtures, inventory, supplies, and customer agreements ("Accounts") of your U.S. LAWNS Business. We have the right to select the assets of the Business we desire to purchase, including, without limitation, any individual Account. The purchase price for any Account to be purchased by us shall be an amount equal to the Average Monthly Revenue (as defined below) derived by you from such Account for ordinary Landscape Maintenance Services, which were reported to us during the 12 months immediately prior to the purchase. "Average Monthly Revenue" means the monthly average of all normal revenue (excluding extras and extraordinary services) derived from the Account for ordinary Landscape Maintenance Services during such 12 month period. The purchase price for inventory and supplies to be purchased shall be the lesser of cost or market value, and the purchase price for equipment to be purchased shall be mutually agreed upon by the parties. If the parties are unable to agree on the market value of any inventory or supplies or the purchase price of any equipment, we shall have the right to appoint an independent appraiser whose decision shall be final and whose fee shall be shared equally by the parties. Notwithstanding anything to the contrary in this

Agreement, we have the right to set off against and reduce the purchase price by any and all amounts owed by you to us or our affiliates

C. Claims. You and your principal owners and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement or your U.S. LAWNS Business after the shorter period of the applicable statute of limitations or one year following the effective date of termination of this Agreement; provided that where the one-year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

SECTION 14 GENERAL PROVISIONS

14. The parties agree to the following provisions:

A. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the Operations Manual and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with the addenda and appendices hereto and any application form or similar document executed by you requesting us to enter into this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations we made in the Disclosure Document we furnished to you.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid,

and if such notice is a notice of default or of termination, by registered or certified mail, and addressed as follows:

1. If intended for us, addressed to U.S. Lawns, Inc., 6700 Forum Drive, Suite 150, Orlando, FL 32821, Facsimile (407) 246-1623;

2. If intended for you, addressed to you at the address set forth on the Data Sheet; or,

in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

D. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents.

E. References. If the franchisee is two or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement includes all of the individuals. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement.

F. Guarantee. All persons having a 5% or more ownership interest in a franchisee that is a corporation, partnership, limited liability company or partnership or other legal entity must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes an owner must execute the form of undertaking and guarantee at the end of this Agreement.

G. Successors/Assigns. Subject to the terms of Section 10 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

H. Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 11 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Florida.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our

exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the requirements of subparagraph 5.E and other express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

I. Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 12 must be brought in the state or federal district court located in the county or district encompassing our headquarters. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this subparagraph will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this subparagraph, and with a complete understanding thereof, agree to be bound in the manner set forth.

J. Jury Waiver. ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT.

K. Waiver of Punitive Damages. YOU AND US AND OUR AFFILIATES AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED.

L. Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

M. Force Majeure. In the event of any failure of performance of this Agreement according to its terms by any party the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of said party. Such causes include, but are not limited to, strikes, wars, riots and acts of government except as may be specifically provided for elsewhere in this Agreement.

N. Adaptations and Variances. Complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the standards, specifications, and requirements for any franchised business or franchisee based upon the customs or circumstances of a particular franchise or operating agreement, site or location, population density, business potential, trade area population, existing business practice, competitive circumstance or any other condition that we deem to be of importance to the operation of such business, franchisee's business or the System. We are not required to grant to you a like or other variation as a result of any variation from standard inventory items, specifications or requirements granted to any other franchisee. You acknowledge that you are aware that our other franchisees operate under a number of different forms of agreement that were entered into at different times and that, consequently, the obligations and rights of the parties to other agreements may differ materially in certain instances from your rights and obligations under this Agreement.

O. Notice of Potential Profit. We and/or our affiliates may from time to time make available to you goods, products and/or services for use in your U.S. LAWNS Business on the sale of which we and/or our affiliates may make a profit. Further, we and/or our affiliates may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said profits and/or consideration.

P. Effective Date. We will designate the "Effective Date" of this Agreement in the space provided on the Data Sheet. If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement. However, you do not have the right to, and may not, commence operation of a U.S. LAWNS Business until we notify you that you have satisfied all of the pre-opening conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the dates written below.

FRANCHISEE: (For an Entity)

Date: _____

_____,
a _____
(Please type or print name and type of entity)

By:_____
(Signature of person signing on behalf of entity)

_____
(Please type or print name of person signing on behalf of entity)

Its:_____
(Please type or print title of person signing on behalf of entity

FRANCHISEE: (For an Individual)

Date:_____

Name:_____
(Please type or print)

Signature:_____

Witness:_____
(Please type or print)

Signature:_____

Date:_____

Name:_____
(Please type or print)

Signature:_____

US: U.S. LAWNS, INC.

Date:_____

By:_____

Its:_____

Schedule A to the Franchise Agreement

Data Sheet

1. **Franchisee:** _____
_____
_____
_____

2. **Owners.** You represent and warrant to us that the following persons are the only owners of Franchisee:

Name	Home Address	Percentage of Ownership

The foregoing owners will be devoting their full time to the U.S. LAWNS Business:

3. **Territory.** As stated in Section 2 of the Franchise Agreement, and subject to the terms and conditions of the Franchise Agreement, the Territory under this Agreement is as follows: _____
_____
_____

4. **Initial Franchise Fee:** _____

5. **Initial Prospecting Fee:** _____

6. **Technology Fee:** As of the Effective Date, there is no Technology Fee, although you still are required to pay to (i) Quickbooks their annual fee in an amount between $215 and $400, and (ii) us the CRM (customer relationship management) fee in an annual amount between $250 and $450.

7. **Effective Date:** _____

We may amend this Data Sheet at any time to take into account new Technology or related fees.

YOU: _____

By _____
Its _____

WE: U.S. LAWNS, INC.

By _____
Its _____

Schedule B to the Franchise Agreement

Conversion Addendum

This Addendum is entered into on this __ day of _____, 20__ between U.S. Lawns, Inc. ("we" or "us") and _____
_____ ("you").

BACKGROUND:

A. You own and operate an existing landscape maintenance business.

B. You desire to convert your existing business to a U.S. LAWNS Business and you and we are entering into a U.S. LAWNS Franchise Agreement ("Franchise Agreement") on this date.

C. Because of your experience and existing client base, we have agreed to make certain modifications to the Franchise Agreement as set forth below.

AGREEMENT:

1. The parties acknowledge and agree that Schedule 1 to this Addendum sets forth the complete listing of your existing customers.

2. Section 8.B. and Section 8.E. of the Franchise Agreement are revised to provide that you will not pay any royalties on "Conversion Gross Billings" for the first 180 days of the initial term of this Agreement. Thereafter, you will pay the applicable rate specified in Section 8.B. in accordance with the terms of Section 8.E. For purposes of this Addendum, Conversion Gross Billings are Gross Billings received from existing customers under contract with you on the date the Franchise Agreement is signed as listed on Attachment 1 to this Addendum.

3. Section 8.C. of the Franchise Agreement is revised to provide that you will not pay any Marketing Contribution for the first 180 days of the initial term of this Agreement. Thereafter, you will pay the standard percentage as provided in Section 8.C.

4. In all other respects, the Franchise Agreement shall remain the same and be enforceable according to its terms and conditions.

U.S. LAWNS, INC.
By:_____
Title:_____
Date:_____

FRANCHISEE:
_____
Title:_____
Its:_____
Date:_____

Schedule 1

List of Existing Clients

Schedule C to the Franchise Agreement

Business Note and Security Agreement

Date: _____

Principal Amount: $_____

FOR VALUE RECEIVED, the Undersigned ("Borrower"), jointly and severally, promise to pay to the order of U.S. Lawns, Inc., a Florida corporation ("U.S. LAWNS"), the principal sum of _____ _____dollars ($_____), together with interest on the unpaid principal balance equal to the Prime Rate (as defined below) plus ___% ("Interest Rate"). "Prime Rate" means the U.S. prime interest rate as published in The Wall Street Journal on the date immediately preceding the date of this Business Note, or if not published on such date, the most recent such rate previously published in The Wall Street Journal. The Interest Rate will be adjusted at the end of the first business day after January 1, April 1, July 1, and October 1 of each year for which amounts are outstanding and owed under this Business Note to reflect the U.S. prime interest rate plus ___% on such date. Principal and interest shall be payable hereunder in consecutive equal monthly installments of _____ dollars ($_____) on the 1st day of each month beginning _____, 2013. The entire principal balance together with accrued but unpaid interest thereon shall be due and payable hereunder on _____, _____.

If Borrower fails to make any required monthly payment by the tenth day of the month in which such payment is due, in addition to the principal and interest outstanding and owed under this Business Note, Borrower shall pay to U.S. LAWNS a late payment fee equal to twenty five dollars ($25.00) per month for each month until the required monthly payment is paid in full. In addition, if Borrower fails twice in any consecutive 12-month period to make required monthly payments by the tenth day of the month in which such payment is due, any and all amounts outstanding hereunder shall automatically bear interest from the date due until the principal and all accrued but unpaid interest and late fees are paid in full at the rate equal to the Prime Interest Rate plus ___%, with such rate not to exceed 18% ("Default Interest Rate"), without notice to Borrower. All amounts received by U.S. LAWNS shall be applied first to late payment charges and expenses, then to accrued interest, and then to principal or in any other order as determined by U.S. LAWNS, in U.S. LAWNS' sole discretion, as permitted by law.

Payment of both principal and interest shall be made at 6700 Forum Drive, Suite 150, Orlando, FL 32821, or at such other place as U.S. LAWNS or the holder of this Business Note shall designate. Borrower shall make payments of all amounts due under this Business Note by check, but such payments shall be accepted subject to collection and, at U.S. LAWNS' option, shall be deemed received only when collected.

This Business Note may be prepaid in whole or in part, without premium, from time to time on the date that any installment comes due, with minimum partial payments of $100.00 or any multiple thereof. No prepayments of this Business Note shall affect the obligation of Borrower to make the payments of installments of the principal and interest required by the first paragraph hereof until this Business Note shall have been paid in full. After the maturity of this Business Note (whether by acceleration or otherwise), interest shall accrue on the principal balance at the rate of 18% per annum or the maximum rate permitted by applicable law.

To secure payment of this Business Note, Borrower grants and pledges to U.S. LAWNS a security interest in the following property with standard attachments and all additions and accessions thereto and any proceeds there from (hereinafter called the "collateral"): any and all assets of the business known as _ dba U.S. LAWNS _____ presently existing or

hereafter acquired, including, but not limited to, equipment, inventory, fixtures, accounts receivable, contracts, checking and savings accounts, leasehold interests, products and all proceeds of any thereof until this Business Note is satisfied in full.

On default hereunder and at any time thereafter, U.S. LAWNS may declare all of the obligations under this Business Note immediately due and payable and shall have the remedies of a secured party under the provisions of the Uniform Commercial Code. U.S. LAWNS shall give to Borrower reasonable notice of the time and place of any public sale thereof or of the time at which any private sale or any other intended disposition is to be made. The requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown on this Business Note at least 30 days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include reasonable attorneys' fees and legal expenses incurred by U.S. LAWNS or holder.

The occurrence of any one or more of the following shall be deemed to be an event of default hereunder:

(a) Failure of Borrower to pay any installment of principal or interest when due; or

(b) The filing of any petition by Borrower or against Borrower under the Federal Bankruptcy Act as now or hereafter in force for any relief based upon an allegation of Borrower's insolvency, or the adjudication of Borrower as a bankrupt under such Act; or

(c) The filing of a petition against Borrower for reorganization of Borrower under the Federal Bankruptcy Act as now or hereafter in force, and the approval of such petition by any United States District Court or United States Bankruptcy Court; or

(d) The execution and delivery by Borrower of a general assignment for the benefit of creditors; or

(e) The appointment of a receiver for Borrower by a court of competent jurisdiction, which appointment shall not have been vacated within a period of 30 days after the date of the appointment of such receiver; or

(f) Insolvency of Borrower. Insolvency shall be defined as, when the current liabilities, less payables due U.S. LAWNS, exceed the current assets of Borrower, as determined by generally accepted accounting principles; or

(g) Failure of Borrower to maintain on a current basis Borrower's account with U.S. LAWNS. A current basis is maintained when (1) payments are made within 30 days after charges are billed, where applicable, and (2) a monthly report is submitted and fees paid thereon in the calendar month following the month for which the report is filed; or

(h) Failure to cure, within applicable grace periods, any breach of Borrower's Franchise Agreement(s) with U.S. LAWNS.

Borrower shall submit to U.S. LAWNS, until this Business Note be paid in full, an annual Balance Sheet(s) and Profit & Loss Statement(s).

No waiver by U.S. LAWNS of any default on the part of Borrower, and no practice of the parties at variance with the terms hereof shall constitute a waiver of any subsequent default of the same or different terms, covenants or conditions hereof.

It is the intention of Borrower and U.S. LAWNS to conform strictly to all applicable usury laws now or hereafter in force, and any interest payable under this Business Note shall be subject to reduction to the amount not in excess of the maximum legal amount allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction over such matters. Interest, as defined by applicable law, may never include more than the maximum amount permitted by applicable law, statute, rule or regulation, computed from the date hereof until payment, and any interest in excess of the maximum amount permitted by applicable law, statute, rule or regulation shall be canceled automatically and, if theretofore

paid, shall at the option of U.S. LAWNS hereof either to be rebated to Borrower or credited on the principal amount of this Business Note, or if this Business Note has been paid, then the excess shall be rebated to Borrower.

U.S. LAWNS shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred or paid by U.S. LAWNS in enforcing or defending any action relating to this Business Note, whether or not suit is filed.

Wherever "U.S. LAWNS" is referred to herein, it shall be deemed to refer to U.S. LAWNS or any other assignee or subsequent holder of this Business Note.

The laws of the State of Florida shall govern the construction of this Business Note. Notwithstanding anything to the contrary contained herein, it is agreed that, if a court of competent jurisdiction determines that the payment of interest or other charges pursuant to this Business Note shall require the payment of an amount in excess interest shall at the election of U.S. LAWNS, be either applied as a credit against the principal balance or refunded to the Borrower; it being the intention of the Parties that this Business Note comply with applicable usury laws. This Business Note is dated as of the date first set forth above.

BORROWER:

_____

_____	_____
Signature	Signature
_____	_____
Individual, Partner, or Officer	Second Partner
Home Phone #(___) _____-_____	Home Phone #(___) _____-_____

Name of Franchise U.S. LAWNS

Street Address:

_____

_____

PERSONAL GUARANTY

For value received, the undersigned, jointly and severally, guarantee payment of the Business Note set forth above. If Borrower is in default in payment of the Business Note, or any installment thereof, according to its terms, the undersigned agree to pay the amount due upon demand. Notice of acceptance, nonpayment, and protest is waived with respect to the obligation covered hereunder.

Signature	Signature
Spouse	Spouse
( )	( )
Home Phone #	Home Phone #

Schedule D to the Franchise Agreement

Electronic Transfer of Funds Authorization

Franchisee:_____
Location:_____
Date:_____

NEW	CHANGE

Attention: Bookkeeping Department

The undersigned hereby authorizes U.S. Lawns, Inc. or any affiliated entity (collectively, "Franchisor") to initiate weekly ACH debit entries against the account of the undersigned with you in payment of amounts for Royalty Fees, Marketing Contribution or other amounts that become payable by the undersigned to Franchisor. The dollar amount to be debited per payment will vary.

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by Franchisor.

This authorization is binding and will remain in full force and effect until 90 days prior written notice has been given to you by the undersigned. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries.

Sincerely yours,

_____

Account Name

_____
Bank Name

_____
Branch

_____
Street Address

_____
City State Zip Code

_____
Bank Telephone Number

_____
Bank's Account Number

_____
Customer's Account Number

_____
Street Address

_____
City State Zip Code

_____
Telephone Number

By_____

Its_____

Date_____

Schedule E to the Franchise Agreement

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

TO BE EXECUTED BY FRANCHISE OWNERS AND ANY GENERAL MANAGER WHO ATTENDS INITIAL TRAINING. IT IS NOT TO BE USED FOR ANY EMPLOYEES OTHER THAN ANY GENERAL MANAGER WHO ATTENDS INITIAL TRAINING.

NAME: _____

OWNER: _____

HOME ADDRESS: _____

_____

HOME TELEPHONE: _____

RELATIONSHIP: _____
(Owner, Spouse, Officer, General Manager, Etc.)

I do hereby agree that during the term of my employment by, ownership participation in, association with or service to _____("Owner"), a franchise of U.S. Lawns, Inc. ("U.S. LAWNS"), or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, customers or prospective customers, or practices of Owner and/or U.S. LAWNS which may be communicated to me, nor shall I divert any business to competitors of Owner and/or U.S. LAWNS.

For purposes of this Agreement, "Confidential Information" means any proprietary and confidential information owned by U.S. LAWNS relating to the development or operation of U.S. LAWNS Businesses whether contained in the Operations Manual or otherwise, including, but not limited to: (1) technical information and expertise; (2) data bases of potential customers; (3) sales and marketing programs and techniques for U.S. LAWNS Businesses; (4) Customer Information (as defined below); (5) knowledge of operating systems, results and financial performance of U.S. LAWNS Businesses other than U.S. LAWNS Businesses that you own; and (6) computer systems, technology and software programs. Confidential Information does not include information which I can demonstrate came to my attention prior to disclosure thereof or which had become or becomes a part of the public domain through publication or communication by others but in no event by or through any act of mine.

I specifically understand that, without limitation, the following have been deemed to constitute confidential information of U.S. LAWNS: all services and procedures relating to landscape maintenance services and any and all landscape – related services; all systems of operation, services, programs, products, procedures, policies, standards, techniques, specifications and

criteria which now comprise or in the future may comprise a part of the U.S. LAWNS' system of performing landscape maintenance services; U.S. LAWNS' operating manuals and any and all Supplements and/or amendments thereto; services, techniques and systems for landscape maintenance services; customer service systems and techniques; brochures, sales kits, form contracts and/or forms; business systems; customer and prospective customer lists; records pertaining to clients or billings; computer software and processing technologies; methods of advertising and promotion; instructional materials; staff composition and organization quality assurance programs; supervision systems; recommended services; methods and techniques for cost control; record keeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; activity schedules; job descriptions; advertising, promotional and public relations materials, campaigns, guidelines and philosophy; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning U.S. LAWNS' system of performing landscape maintenance services; additions to, deletions from, and modifications and variations of the components constituting U.S. LAWNS' system of performing landscape maintenance services; or the systems and methods of operations which are now, or may in the future, be employed by U.S. LAWNS, including all standards and specifications relating thereto and the means and manner of soliciting customers for same; and, all other components, specifications, standards, requirements and duties imposed by U.S. LAWNS or its affiliates.

I will not at any time copy, duplicate, record or otherwise reproduce any of the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I will return to U.S. LAWNS or Owner (as applicable) all materials, books, records and manuals deemed to be confidential herein which are in my possession.

I agree that I have received or will receive valuable training and Confidential Information that I otherwise would not receive or have access to but for my association with the U.S. LAWNS system. I therefore agree to the following noncompetition covenants:

1. I covenant that during the term of my association/ ownership/participation, I will not, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any Competitive Business (as defined below) other than the U.S. LAWNS Business operated pursuant to a franchise agreement with U.S. Lawns, Inc.

2. I covenant that I will not, for a period of two years after the expiration or termination of my employment/service/association/ownership/participation, regardless of the cause of termination, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in a Competitive Business (as defined below):

   a. In the Owner's Territory;

   b. Within a 50-mile radius of the outer boundary of the Owner's Territory; or

c. Inside the protected territory of another U.S. LAWNS business.

For purposes of this Agreement, a "Competitive Business" is any business which provides the following specific landscape maintenance and related services: (1) lawn mowing, edging, blowing, line trimming; (2) pruning, selective pruning, shearing, weeding, raking, and tree trimming of trees up to 15 feet in height; (3) fertilization; (4) lawn, shrub and tree insect and disease control, (5) pre-emergent and post-emergent weed control; (6) lawn and ornamental consultation; (7) irrigation installation, operation, inspection, consultation, repair, remedial installation and installation relating to landscape construction; (8) sales and installation of authorized landscape products and the sale and the installation of living landscape materials such as plants, trees, and flowers; (9) lawn seeding, overseeding, aerification, thatching and grading; or (10) arborist services.

3. I agree that the length of time in subpart (2) above will be tolled for any period during which I am in breach of the covenants.

It is the intention of this Agreement to prohibit not only direct competition but also forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for such competitive businesses, or any assistance or transmission of information of any kind or nature whatsoever which would be of any material assistance to a competitor. Nothing herein shall prevent me from owning for investment purposes up to an aggregate of five (5%) per cent of the capital stock for any competitive business, provided that said business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and provided that Owner does not control any such company.

It is the intention of this provision that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) my spouse, parents, siblings and in-laws; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I shall immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained herein would result in immediate and irreparable injury to U.S. LAWNS and Owner for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by U.S. LAWNS or Owner (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth herein. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of said covenants not to compete was accomplished by and through my unlawful utilization of U.S. LAWNS' confidential information, know-how, methods and procedures. Further, I expressly agree that the existence of any claims I may have against U.S. LAWNS will not constitute a defense to the enforcement by U.S. LAWNS of

the covenants not to compete set forth herein. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by U.S. LAWNS in connection with the enforcement of those covenants not to compete set forth herein.

If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Owner and/or U.S. LAWNS is a party, the court or agency shall be empowered to revise and/or construe said covenant so as to fall within permissible legal limits and shall not by necessity invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part hereof.

Date:_____

By:_____
Signature

_____
Printed Name

Schedule F to the Franchise Agreement

SBA ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM (Addendum) is made and entered into onby U.S. Lawns, Inc., located at 6700 Millenia Blvd., Suite 150, Orlando, Florida (Franchisor), and _____ , located at _____ (Franchisee).

Recitals.

Franchisor and Franchisee entered into a Franchise Agreement on _____ (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at _____ designated by Franchisor as Unit # (Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

2. Notwithstanding anything to the contrary in Section 5.L of the Franchise Agreement, the franchisee shall have the discretion to set pricing for its products and services provided that, subject to applicable antitrust laws, such pricing: (1) is at or below any maximum price cap programs established by the franchisor for its franchise system; or (2) is at or above any minimum price threshold programs established by the franchisor for its franchise system; or (3) conforms to any bona fide promotional programs or national or regional accounts programs established from time to time by the franchisor for its franchise system.

3. Section 10.F of the Franchise Agreement provides that the Franchisor (or any third party assignee of the Franchisor) may elect pursuant to its Right of First Refusal to exercise said option when the Franchisee decides to sell partial interest(s) in the business. This section is hereby amended to reflect that the Franchisor (or any third party assignee of the Franchisor) will not exercise the option for any partial sale of the Franchisee's business. The Franchisor (or any third party assignee of the Franchisor) may not become a partial owner of any SBA financed franchises.

4. Notwithstanding anything to the contrary in Section 10.F of the franchise agreement, if the Franchisee or its affiliates own the real estate on which the franchised business is located, the Franchisor may only lease the real estate for the remainder of the Franchisee's term (excluding additional renewal) for fair market value.

5. If the Franchise Agreement is terminated and the Franchised Site or its contents are to be sold under Section 13.B of the Franchise Agreement and the parties are unable to agree as to a purchase price and terms, the fair market value of such premises and property shall be determined by three Appraisers chosen in the following manner. Franchisee shall select one and Franchisor shall select one, and the two appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. The cost of the third appraiser shall be shared equally by the parties.

6. Notwithstanding the language the Business Note and Security Addendum, Franchisor will agree to subordinate its interest to any lien required by the Lender/SBA under the SBA Loan Authorization.

7. This Addendum automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
U.S. LAWNS, INC.:	_____:
By: _____	By: _____
Print Name: Kenneth L. Hutcheson	Print Name: _____
Title: President	Title: _____

Schedule G to the Franchise Agreement

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT
(For Franchisees with Franchise Agreements dated prior to April 18, 2018)

THIS ADDENDUM (this "Addendum") is entered into on this __ day of _____, 20__ between U.S. Lawns, Inc. ("Franchisor") and _____ ("Franchisee").

BACKGROUND:

A. Franchisor and Franchisee are party to a Franchise Agreement dated [_____] (the "Prior Franchise Agreement") pursuant to which Franchisee agreed, among other things, to operate and maintain a landscape maintenance franchise under Franchisor's brand ("Franchised Business").

B. Franchisor and Franchisee entered into a Franchise Agreement of even date herewith (the "Franchise Agreement"), pursuant to which, among other things, the Prior Franchise Agreement is hereby terminated and replaced with the terms and conditions of the Franchise Agreement. Capitalized terms used in this Addendum but not defined in this Addendum shall have the meanings given to such terms in the Franchise Agreement.

C. Because of Franchise's preexisting relationship with Franchisor, Franchisor has agreed to make certain modifications to the Franchise Agreement as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. Royalties. Notwithstanding anything in Section 8.B of the Franchise Agreement, Franchisor and Franchisee agree, subject to the conditions set forth in Section 2 of this Addendum, that Franchisee must pay Royalties to Franchisor calculated as follows:

- If your Gross Billings in the calendar month are $41,500 or less, you pay 6% of Gross Billings.
- If your Gross Billings in the calendar month are over $41,500 but equal to or less than $62,500, you pay 5% of Gross Billings.
- If your Gross Billings in the calendar month are over $62,500 but equal to or less than $83,250, you pay 4% of Gross Billings.
- If your Gross Billings in the calendar month are over $83,250, you pay 3% of all Gross Billings.

- If your Gross Billings in the calendar month are over $104,166, you pay 3% of all Gross Billings up to and including $104,166, plus 1.5% of the Gross Billings in excess of $104,166.

2. Conditions to Adjusted Royalty Provisions. The adjusted Royalty schedule set forth in Section 1 of this Addendum shall not apply if any of the following occurs, has occurred or is occurring:

(a) Franchisor has sent a notice of default or breach to Franchisee (with respect to obligations under the Franchise Agreement or under any other agreement between Franchisee and Franchisor or its affiliates) and such default or breach remains uncured beyond the time period for cure (if any) specified in such notice.

(b) Franchisee is delinquent in the submission of required reports or in making payment of any amounts owed to Franchisor or its affiliates regardless of whether Franchisor has issued a notice of default for the delinquent reports or payment.

Upon the occurrence of any event listed in clauses (a) and (b) of this Section 2, the adjusted Royalty schedule set forth in Section 1 of this Addendum shall no longer apply and Franchisee must pay Royalties to Franchisor in accordance with Section 8.B of the Franchise Agreement for the remainder of the term of the Franchise Agreement.

3. Termination of Prior Franchise Agreement; Release.

(a) The parties hereby agree that the Prior Franchise Agreement is hereby terminated with no further force and effect, except that Franchisee agrees to comply with the indemnification obligations set forth in the Prior Franchise Agreement, which shall expressly survive as well as Franchisee agrees to remain responsible for any unpaid amounts still due under the Prior Franchise Agreement.

(b) Except as noted in this Section 3(b), Franchisee, for itself, its heirs, successors, assigns, affiliates, directors, officers, shareholders, and employees and any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties"), hereby release and forever discharge Franchisor, its successors and assigns, affiliates, directors, officers and shareholders, (collectively and individually referred to as the "Franchisor Parties") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Prior Franchise Agreement (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Prior Franchise Agreement or any other related agreement between the Franchisee Parties and the Franchisor Parties up through the date of this Addendum. Notwithstanding the above, this release of Claims is not a release of any claims related to the Franchise Agreement signed of even date herewith and the renewal franchise that is subject to said Franchise Agreement.

(c) The releases of Claims set forth in Section 3(b) is intended by the to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Franchisee Parties This release of Claims is and shall be and remain a full, complete and unconditional general release.

(d) Franchisee, for itself and its Franchisee Parties, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. Franchisee acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party 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 or released party."

4. No Other Modifications. Except as expressly modified by this Addendum, the Franchise Agreement remains in full force and effect and is enforceable according to its terms and conditions.

5. Miscellaneous.

(a) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Addendum. In the event an ambiguity or question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Addendum.

(b) Headings. The headings and subheadings contained in this Addendum are inserted for the convenience of the parties only and shall not affect in any way the meaning or interpretation of this Addendum.

(c) Amendment and Waiver in Writing. No provision in this Addendum can be amended, modified or waived, except by a statement in writing signed by the party against which enforcement of the amendment, modification or waiver is sought stating that the Addendum "is to be modified," "is to be waived," or "is to be amended."

(d) Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Addendum may be executed by facsimile signature, e-mailed portable document format ("PDF") signature, or original signature. Any facsimile signature or emailed PDF signature shall be deemed an original and have

the same effect as an original.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

U.S. LAWNS, INC.	FRANCHISEE:
By:_____	_____
Title:_____	Title:_____
Date:_____	Date:_____

Schedule G to the Franchise Agreement

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT
(For Franchisees with Franchise Agreements dated after April 18, 2018)

THIS ADDENDUM (this "Addendum") is entered into on this __ day of _____, 20__ between U.S. Lawns, Inc. ("Franchisor") and _____ ("Franchisee").

BACKGROUND:

A. Franchisor and Franchisee are party to a Franchise Agreement dated [_____] (the "Prior Franchise Agreement") pursuant to which Franchisee agreed, among other things, to operate and maintain a landscape maintenance franchise under Franchisor's brand ("Franchised Business").

B. Franchisor and Franchisee entered into a Franchise Agreement of even date herewith (the "Franchise Agreement"), pursuant to which, among other things, the Prior Franchise Agreement is hereby terminated and replaced with the terms and conditions of the Franchise Agreement. Capitalized terms used in this Addendum but not defined in this Addendum shall have the meanings given to such terms in the Franchise Agreement.

C. Because of Franchise's preexisting relationship with Franchisor, Franchisor has agreed to make certain modifications to the Franchise Agreement as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. Termination of Prior Franchise Agreement; Release.

(a) The parties hereby agree that the Prior Franchise Agreement is hereby terminated with no further force and effect, except that Franchisee agrees to comply with the indemnification obligations set forth in the Prior Franchise Agreement, which shall expressly survive as well as Franchisee agrees to remain responsible for any unpaid amounts still due under the Prior Franchise Agreement.

(b) Except as noted in this Section 1(b), Franchisee, for itself, its heirs, successors, assigns, affiliates, directors, officers, shareholders, and employees and any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties"), hereby release and forever discharge Franchisor, its successors and assigns, affiliates, directors, officers and shareholders, (collectively and individually referred to as the "Franchisor Parties") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown,

vested or contingent, which you may now or in the future own or hold, that in any way relate to the Prior Franchise Agreement (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Prior Franchise Agreement or any other related agreement between the Franchisee Parties and the Franchisor Parties up through the date of this Addendum. Notwithstanding the above, this release of Claims is not a release of any claims related to the Franchise Agreement signed of even date herewith and the renewal franchise that is subject to said Franchise Agreement.

(c) The releases of Claims set forth in Section 1(b) is intended by the to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Franchisee Parties This release of Claims is and shall be and remain a full, complete and unconditional general release.

(d) Franchisee, for itself and its Franchisee Parties, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. Franchisee acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party 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 or released party."

2. [NOTE: Detail other terms and conditions of the renewal.]

3. No Other Modifications. Except as expressly modified by this Addendum, the Franchise Agreement remains in full force and effect and is enforceable according to its terms and conditions.

4. Miscellaneous.

(a) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Addendum. In the event an ambiguity or question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Addendum.

(b) Headings. The headings and subheadings contained in this Addendum are inserted for the convenience of the parties only and shall not affect in any way the meaning or interpretation of this Addendum.

(c) Amendment and Waiver in Writing. No provision in this Addendum can be amended, modified or waived, except by a statement in writing signed by the party against which enforcement of the amendment, modification or waiver is sought stating that the Addendum "is to be modified," "is to be waived," or "is to be amended."

(d) Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Addendum may be executed by facsimile signature, e-mailed portable document format ("PDF") signature, or original signature. Any facsimile signature or emailed PDF signature shall be deemed an original and have the same effect as an original.

IN WITNESS WHEREOF, the parties have executed this Renewal Addendum as of the dates written below.

U.S. LAWNS, INC.	FRANCHISEE:
By:_____	_____
Title:_____	Title:_____
Date:_____	Date:_____

Schedule H to the Franchise Agreement

TRANSFER ADDENDUM TO FRANCHISE AGREEMENT
(For the transfer of the Franchised Business granted pursuant to Franchise Agreements dated prior to April 18, 2018)

THIS ADDENDUM (this "Addendum") is entered into on this __ day of _____, 20__ between U.S. Lawns, Inc. ("Franchisor") and _____ ("Franchisee/Transferee").

BACKGROUND:

A. Franchisor and Franchisee/Transferee's predecessor in interest ("Transferor") were parties to a Franchise Agreement dated [_____] (the "Prior Franchise Agreement") pursuant to which Transferor agreed, among other things, to operate and maintain a landscape maintenance franchise under Franchisor's brand ("Franchised Business").

B. Franchisor and Franchisee/Transferee entered into a Franchise Agreement of even date herewith (the "Franchise Agreement") and in connection therewith, the Prior Franchise Agreement is hereby terminated and replaced with the terms and conditions of the Franchise Agreement. Capitalized terms used in this Addendum but not defined in this Addendum shall have the meanings given to such terms in the Franchise Agreement.

C. Franchisor has agreed to make certain modifications to the Franchise Agreement as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. Royalties. Notwithstanding anything in Section 8.B of the Franchise Agreement, Franchisor and Franchisee/Transferee agree, subject to the conditions set forth in Section 2 of this Addendum, that Franchisee/Transferee must pay Royalties to Franchisor calculated as follows:

- If your Gross Billings in the calendar month are $41,500 or less, you pay 6% of Gross Billings.
- If your Gross Billings in the calendar month are over $41,500 but equal to or less than $62,500, you pay 5% of Gross Billings.
- If your Gross Billings in the calendar month are over $62,500 but equal to or less than $83,250, you pay 4% of Gross Billings.

- If your Gross Billings in the calendar month are over $83,250, you pay 3% of all Gross Billings.

- If your Gross Billings in the calendar month are over $104,166, you pay 3% of all Gross Billings up to and including $104,166, plus 1.5% of the Gross Billings in excess of $104,166.

2. Conditions to Adjusted Royalty Provisions. The adjusted Royalty schedule set forth in Section 1 of this Addendum shall not apply if any of the following occurs, has occurred or is occurring:

(a) Franchisor has sent a notice of default or breach to Franchisee/Transferee (with respect to obligations under the Franchise Agreement or under any other agreement between Franchisee/Transferee and Franchisor or its affiliates) and such default or breach remains uncured beyond the time period for cure (if any) specified in such notice.

(b) Franchisee/Transferee is delinquent in the submission of required reports or in making payment of any amounts owed to Franchisor or its affiliates regardless of whether Franchisor has issued a notice of default for the delinquent reports or payment.

Upon the occurrence of any event listed in clauses (a) and (b) of this Section 2, the adjusted Royalty schedule set forth in Section 1 of this Addendum shall no longer apply and Franchisee/Transferee must pay Royalties to Franchisor in accordance with Section 8.B of the Franchise Agreement for the remainder of the term of the Franchise Agreement.

3. No Other Modifications. Except as expressly modified by this Addendum, the Franchise Agreement remains in full force and effect and is enforceable according to its terms and conditions.

4. Miscellaneous.

(a) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Addendum. In the event an ambiguity or question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Addendum.

(b) Headings. The headings and subheadings contained in this Addendum are inserted for the convenience of the parties only and shall not affect in any way the meaning or interpretation of this Addendum.

(c) Amendment and Waiver in Writing. No provision in this Addendum can be amended, modified or waived, except by a statement in writing signed by the party against which enforcement of the amendment, modification or waiver is sought stating that the Addendum "is to be modified," "is to be waived," or "is to be amended."

(d) Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Addendum may be executed by facsimile signature, e-mailed portable document format ("PDF") signature, or original signature. Any facsimile signature or emailed PDF signature shall be deemed an original and have the same effect as an original.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

U.S. LAWNS, INC.	FRANCHISEE/TRANSFEREE:
By:_____	_____
Title:_____	Title:_____
Date:_____	Date:_____

Schedule H to the Franchise Agreement

TRANSFER ADDENDUM TO FRANCHISE AGREEMENT
(For the transfer of the Franchised Business granted pursuant to Franchise Agreements dated after April 18, 2018)

THIS ADDENDUM (this "Addendum") is entered into on this __ day of _____, 20__ between U.S. Lawns, Inc. ("Franchisor") and _____ ("Franchisee/Transferee").

BACKGROUND:

A. Franchisor and Franchisee/Transferee's predecessor in interest ("Transferor") were parties to a Franchise Agreement dated [_____] (the "Prior Franchise Agreement") pursuant to which Transferor agreed, among other things, to operate and maintain a landscape maintenance franchise under Franchisor's brand ("Franchised Business").

B. Franchisor and Franchisee/Transferee entered into a Franchise Agreement of even date herewith (the "Franchise Agreement") and in connection therewith, the Prior Franchise Agreement is hereby terminated and replaced with the terms and conditions of the Franchise Agreement. Capitalized terms used in this Addendum but not defined in this Addendum shall have the meanings given to such terms in the Franchise Agreement.

C. Franchisor has agreed to make certain modifications to the Franchise Agreement as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. [NOTE: Detail other terms and conditions of the transfer.]

2. No Other Modifications. Except as expressly modified by this Addendum, the Franchise Agreement remains in full force and effect and is enforceable according to its terms and conditions.

3. Miscellaneous.

(a) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Addendum. In the event an ambiguity or question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Addendum.

(b) Headings. The headings and subheadings contained in this Addendum are

inserted for the convenience of the parties only and shall not affect in any way the meaning or interpretation of this Addendum.

(c) Amendment and Waiver in Writing. No provision in this Addendum can be amended, modified or waived, except by a statement in writing signed by the party against which enforcement of the amendment, modification or waiver is sought stating that the Addendum "is to be modified," "is to be waived," or "is to be amended."

(d) Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Addendum may be executed by facsimile signature, e-mailed portable document format ("PDF") signature, or original signature. Any facsimile signature or emailed PDF signature shall be deemed an original and have the same effect as an original.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

U.S. LAWNS, INC.	FRANCHISEE/TRANSFEREE:
By:_____	_____
Title:_____	Title:_____
Date:_____	Date:_____

Schedule I to the Franchise Agreement

NEW TERRITORY ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM (this "Addendum") is entered into on this __ day of _____, 20__ between U.S. Lawns, Inc. ("Franchisor") and _____ ("Franchisee").

BACKGROUND:

A. Franchisor and Franchisee are party to a Franchise Agreement dated [_____] (the "Prior Franchise Agreement") pursuant to which Franchisee agreed, among other things, to operate and maintain a landscape maintenance franchise under Franchisor's brand ("Franchised Business").

B. Franchisor and Franchisee entered into a Franchise Agreement of even date herewith (the "Franchise Agreement"), pursuant to which, Franchisee may operate in an additional Territory. Capitalized terms used in this Addendum but not defined in this Addendum shall have the meanings given to such terms in the Franchise Agreement.

C. Because of Franchise's preexisting relationship with Franchisor, Franchisor has agreed to make certain modifications to the Franchise Agreement as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. Release.

(a) Except as noted in this Section 1(a), Franchisee, for itself, its heirs, successors, assigns, affiliates, directors, officers, shareholders, and employees and any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties"), hereby release and forever discharge Franchisor, its successors and assigns, affiliates, directors, officers and shareholders, (collectively and individually referred to as the "Franchisor Parties") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Prior Franchise Agreement (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Prior Franchise Agreement or any other related agreement between the Franchisee Parties and the Franchisor Parties up through the date of this Addendum. Notwithstanding the above, this release of Claims is not a release of any claims related to the Franchise Agreement signed

of even date herewith and the renewal franchise that is subject to said Franchise Agreement.

(b) The releases of Claims set forth in Section 1(a) is intended by the to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Franchisee Parties. This release of Claims is and shall be and remain a full, complete and unconditional general release.

(c) Franchisee, for itself and its Franchisee Parties, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. Franchisee acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party 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 or released party."

2. Additional Territory. [NOTE: Detail new Territory/Territories and any other terms and conditions of the addendum.]

3. No Other Modifications. Except as expressly modified by this Addendum, the Franchise Agreement remains in full force and effect and is enforceable according to its terms and conditions.

4. Miscellaneous.

(a) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Addendum. In the event an ambiguity or question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Addendum.

(b) Headings. The headings and subheadings contained in this Addendum are inserted for the convenience of the parties only and shall not affect in any way the meaning or interpretation of this Addendum.

(c) Amendment and Waiver in Writing. No provision in this Addendum can be amended, modified or waived, except by a statement in writing signed by the party against which enforcement of the amendment, modification or waiver is sought stating that the Addendum "is to be modified," "is to be waived," or "is to be amended."

(d) Counterparts. This Addendum may be executed in one or more

counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Addendum may be executed by facsimile signature, e-mailed portable document format ("PDF") signature, or original signature. Any facsimile signature or emailed PDF signature shall be deemed an original and have the same effect as an original.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

U.S. LAWNS, INC.	FRANCHISEE:
By:_____	_____
Title:_____	Title:_____
Date:_____	Date:_____

Schedule J to the Franchise Agreement

ADDITIONAL TERRITORY OPTION AGREEMENT

This Additional Territory Option Agreement ("Option Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and between U.S. Lawns, Inc. ("Franchisor"), and _____ ("Franchisee") with reference to the following facts. Capitalized terms used below and not otherwise expressly defined, will have the meaning given such term in the Franchise Agreement.

A. Franchisor and Franchisee have executed a Franchise Agreement, and may have executed one or more written amendments (collectively the "Franchise Agreement") granting Franchisee the right to operate a "U.S. Lawns" Landscape Maintenance Business (the "Franchised Business") within the territory described in Schedule A to the Franchise Agreement (the "Territory").

B. Franchisee wishes to obtain an option to develop a Franchised Business in the following geographic area: _____ (the "Option Territory"), and Franchisor is willing to grant such Option on the terms and conditions described below (the "Option").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. Option. Franchisor hereby grants to Franchisee an Option, exercisable only during the Option Period (as defined in Section 3 below), to develop a Franchised Business in the Option Territory.

2. Option Fee. Franchisee shall pay to Franchisor an option fee of $5,000 upon signing this Option Agreement. Franchisee acknowledges that option fee is to be deemed fully earned by Franchisor at time of execution as consideration of Franchisor removing the Option Territory from availability to other interested parties during the Option Period.

3. Option Period.

(a) The term of the Option shall commence on the date hereof and shall continue until 5:00 p.m. (Florida time) on the first to occur of (i) 12 months following the Effective Date, or (ii) the day on which Franchisee shall fail to continue to meet the conditions set forth in Section 6 below, upon which the Option shall automatically, and without further notice, expire and be of no further force or effect (the "Option Period").

(b) During the Option Period, Franchisor will remove the Option Territory from availability to other interested parties.

4. Exercise of Option.

(a) Franchisee shall exercise the Option, if at all, in the following manner: (i) Franchisee must notify Franchisor in writing, at any time prior to the expiration of the Option Period, that Franchisee thereby exercises the Option ("Exercise Notice"); (ii) upon Franchisor's receipt of the Exercise Notice, Franchisor will provide Franchisee a copy of its then current disclosure document (FDD), and the New Territory Agreement (defined in Section 4(b)) for the Option Territory; and (iii) no sooner than 10 business days nor more than 30 business days after Franchisee's receipt of the FDD and New Territory Agreement, Franchisee shall execute and return to Franchisor (A) the New Territory Agreement, (B) a general release of all claims in the form we designate, releasing Franchisor and its affiliates from claims arising out of or relating to this Option Agreement, any franchise agreement you have entered into for a U.S. Lawns Business or the parties' business relationship and (C) a certified or cashier's check in a sum equal to the then-current initial franchise fee offered to existing franchisees who are purchasing an additional territory.

(b) The "New Territory Agreement" for the Option Territory shall be Franchisor's then-current form of franchise agreement generally being offered by Franchisor, at the time that Franchisee exercises the Option, to prospective franchisees in the state in which the Franchisee resides or the Option Territory is located.

5. Failure to Exercise Option. If Franchisee does not exercise the Option in strict accordance with the terms hereof and within the Option Period, or if Franchisee shall fail at any time to continue to satisfy the conditions set forth in Section 6, the Option shall thereupon automatically terminate and expire without notice or opportunity to cure, and Franchisor shall retain the Option Fee(s) paid by Franchisee.

6. Conditions. Franchisee's right to exercise the Option shall be expressly conditional upon Franchisee remaining in good standing and in compliance with the terms of the Franchise Agreement, including timely payment to Franchisor all Royalties, Marketing Contributions and any other payments required under the Franchise Agreement, including those based on sales in the Option Territory at the rates specified in the Franchise Agreement.

7. Miscellaneous.

(a) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Option Agreement. In the event an ambiguity or question of intent or interpretation arises, this Option Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Option Agreement.

(b) Headings. The headings and subheadings contained in this Option Agreement are inserted for the convenience of the parties only and shall not affect in any way the meaning or interpretation of this Option Agreement.

(c) Amendment and Waiver in Writing. No provision in this Option Agreement can be amended, modified or waived, except by a statement in writing signed by the party

against which enforcement of the amendment, modification or waiver is sought stating that the Option Agreement "is to be modified," "is to be waived," or "is to be amended."

(d) Dispute Resolution. The provisions of Sections 11, 13.H, 13.I, 13.J and 13.K of Franchise Agreement shall govern any dispute between the parties arising out of or relating to this Option Agreement.

(e) Counterparts. This Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Option Agreement may be executed by facsimile signature, e-mailed portable document format ("PDF") signature, or original signature. Any facsimile signature or emailed PDF signature shall be deemed an original and have the same effect as an original.

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the dates written below.

U.S. LAWNS, INC.	FRANCHISEE:
By:_____	_____
Title:_____	Title:_____
Date:_____	Date:_____

PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement by us, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Franchise Agreement, to be paid, kept and performed by the franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including but not limited to the non-compete provisions in subparagraph 9.D, and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the franchisee or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or the amendment or extension of the Franchise Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee will inure to the benefit of our successors and assigns.

FRANCHISEE: _____

PERSONAL GUARANTORS:

_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

ACKNOWLEDGMENT ADDENDUM TO
U.S. LAWNS FRANCHISE AGREEMENT

THIS ACKNOWLEDGMENT ADDENDUM DOES NOT APPLY TO CANDIDATES LOCATED IN, OR FRANCHISED BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

As you know, you and we are entering into a Franchise Agreement for the operation of a U.S. LAWNS franchise. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment:_____

2. Have you studied and reviewed carefully the Disclosure Document and Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment:_____

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one (_) Yes (_) No. If no, please comment:_____

4. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: (_) Yes (_) No. If yes, please state in detail the oral, written or visual claim or representation:_____

5. Except as stated in Items 5-7 or 19 of the Disclosure Document, did any employee or other person speaking on behalf of U.S. Lawns, Inc. make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document? Check one: (__) Yes (__) No. If yes, please comment:_____

6. Except as stated in Item 19 of the Disclosure Document, did any employee or other person speaking on behalf of U.S. Lawns, Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, earnings, income or profit levels at any U.S. LAWNS business, or the likelihood of success at your franchised business? Check one: (_) Yes (_) No. If yes, please state in detail the oral, written or visual claim or representation:_____

7. Do you understand that the Franchise Agreement and Disclosure Document contain the entire agreement between you and us concerning the franchise for the U.S. LAWNS Business, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding? Check one: (__) Yes (__) No. If no, please comment:_____

_____

8. Do you understand that the success or failure of your U.S. LAWNS Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the U.S. LAWNS trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your U.S. LAWNS Business may change? Check one (__) Yes (__) No. If no, please comment:_____

_____

_____

9. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) and that an injunction is an appropriate remedy to protect the interest of the U.S. LAWNS system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one (__) Yes (__) No. If no, please comment: _____

_____

10. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise or for the purpose of protecting the U.S. LAWNS brand and Marks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters? Check one: (__) Yes (__) No. If no, please comment:_____

_____

11. On the receipt pages of your Disclosure Document you identified _____

_____

as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one (__) Yes (__) No. If no, please identify any additional franchise sellers involved with this transaction: _____

_____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE

WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed:_____
Print Name:_____
Date:_____

Signed:_____
Print Name:_____
Date:_____

APPROVED ON BEHALF U.S. LAWNS, INC.

Signed_____
Print Name:_____
Date:_____

By:_____
Title:_____
Date:_____

* All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under any applicable law that prohibits releases, estoppels or waivers of liability under such law. Should one or more clauses of this Addendum be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Addendum shall be valid and in full force and effect.

EXHIBIT C

AREA DEVELOPMENT AGREEMENT

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U.S. LAWNS AREA DEVELOPMENT AGREEMENT

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U.S. LAWNS AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (the "Agreement") is made this ____ day of _____, 20__ between U.S. Lawns, Inc. a Florida corporation with its principal business located at 6700 Forum Drive, Suite 150, Orlando, FL 32821 ("we" or "us"), and "Developer" or "you" as identified on the Data Sheet attached as Appendix A (the "Data Sheet"). If the Developer is a corporation, partnership, limited liability company or other legal entity, certain provisions to this Agreement also apply to its owners.

RECITALS

A. We have developed a unique system for opening and operating a business providing landscape maintenance services pursuant to certain standards and specifications ("U.S. LAWNS Business");

B. We own the U.S. LAWNS service mark and other trademarks used in connection with the operation of a U.S. LAWNS Business;

C. You desire to develop and operate several U.S. LAWNS Businesses; and

D. We have agreed to grant you the right to develop several U.S. LAWNS Businesses subject to the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

SECTION 1 DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. "Business" or "Businesses" means the U.S. LAWNS Franchise Businesses you develop and operate pursuant to this Agreement.

B. "Confidential Information" means any proprietary and non-public information owned by us relating to the development or operation of U.S. LAWNS Businesses whether contained in the Operations Manual or otherwise, including, but not limited to: (1) technical information and expertise; (2) data bases of potential customers; (3) sales and marketing programs and techniques for U.S. LAWNS Businesses; (4) Customer Information (as defined below); (5) knowledge of operating systems, results and financial performance of U.S. LAWNS Businesses other than U.S. LAWNS Businesses that you own; and (6) computer systems, technology and software programs.

C. "Customer Information" means contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, corporate background, and all other information about (1) any person or entity included on any marketing or customer list provided by us to you, (2) any

person or entity who has purchased or purchases services from you during the term (even if you have solicited the person and/or established a relationship independent of us and without our assistance) or who you have solicited to purchase any goods and/or services, (3) any person or entity for whom you provide services on our behalf or at our direction; and (4) if customer is a corporation or limited liability company, all employees of such corporation or limited liability company.

D. "Gross Billings" means the gross amount billed by you during any calendar month, whether or not payment is received therefore, on account of Landscape Maintenance Services performed by or on behalf of you, directly or indirectly, and on account of any and all other related goods and services sold or rendered under or in connection with your use of the Marks (including the sale of unauthorized goods and services), and including work performed for or on behalf of persons or business entities which are customers of yours as of the Effective Date. Gross Billings exclude sales taxes collected and paid to the proper authorities.

E. "Landscape Maintenance Services" means the following specific landscape maintenance and related services: (1) lawn mowing, edging, blowing, line trimming; (2) pruning, selective pruning, shearing, weeding, raking, and tree trimming of trees up to 15 feet in height; (3) fertilization; (4) lawn, shrub and tree insect and disease control, (5) pre-emergent and post-emergent weed control; (6) lawn and ornamental consultation; (7) irrigation installation, operation, inspection, consultation, repair, remedial installation and installation relating to landscape construction; (8) sales and installation of authorized landscape products and the sale and the installation of living landscape materials such as plants, trees, and flowers; (9) lawn seeding, overseeding, aerification, thatching and grading; (10) arborist services; and (11) snow management and other snow related services authorized by us.

F. "Marks" means the "U.S. LAWNS" service mark, and such other trademarks, service marks, logo types and commercial symbols as we may from time to time expressly authorize or direct you to use in connection with the operation of Business.

G. "Operations Manual" or "Manual" means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures and recommendations for operating U.S. LAWNS Businesses, all of which we may change from time to time. The term "Operations Manual" includes all means of communicating such information, including all written, digitized, computerized, and electronically formatted versions, such as an Extranet site, bulleting, e-mails, videotapes, audio tapes, and compact discs.

H. "Regional Account" means a customer or prospective customer who has more than one business location, which location(s) may or may not be located

in the Territory, and Property Management Companies who manage properties at more than one location, which locations may or may not be located in the Territory.

I. "Service Vehicle(s)" means and include vans, pick-up trucks, service trailers and any vehicle used by you to make sales calls on, and provide services to, customers and prospective customers of the Business, which Service Vehicle(s) must conform to the standards, specifications and policies established from time to time by us.

J. "System" means U.S. Lawn's operating systems, methods, policies and procedures for providing Landscape Maintenance Services for commercial and residential customers, including, items of trade dress, specifications for equipment, operating and administrative procedures, management and technical training programs, landscape (including softscape and hardscape) maintenance and construction procedures and systems, all as the same may exist today or as the same may change from time to time, as specified in the Operations Manual or as otherwise reasonably directed by us from time to time.

K. "Territory" or "Territories" means each of the 3 individual areas designated Appendix B.

L. "Year" or "Years" means the period beginning on the day and month of the Effective Date and ending on the day immediately preceding each subsequent anniversary of such date.

SECTION 2 GRANT OF DEVELOPMENT RIGHTS

2. The following provisions control with respect to the license granted hereunder:

A. Rights Granted. We hereby grant to you, subject to the terms and conditions of this Agreement, the right to develop and operate a U.S. LAWNS Business identified by the Marks that we authorize for your use hereunder (or such other marks as we may direct) for the territories consisting of the area set forth in Appendix B (the "Development Territory").

B. You are bound by the development schedule ("Development Schedule") set forth in Appendix C. Time is of the essence for the development of each Territory / U.S. LAWNS Business in accordance with the Development Schedule. Each Territory / U.S. LAWNS Business must be developed and operated pursuant to a separate Franchise Agreement that you enter into with us pursuant to Section 4.B below.

C. If you are in compliance with the Development Schedule set forth on Appendix C, we will not develop or operate or grant anyone else a franchise to develop and operate a U.S. LAWNS Business in the Development Territory prior to the earlier of (i) the expiration or termination of this Agreement; (ii) the date on which you must execute the Franchise Agreement for your last U.S. LAWNS Business pursuant to the terms of the Development Schedule, although we are free to develop Regional Accounts as further described in Section 2.D(v) below. Notwithstanding anything in this Agreement, upon the

earliest occurrence of any of the foregoing events (i) the Development Territory will expire and (ii) we will be entitled to develop and operate, or to franchise others to develop and operate, U.S. LAWNS Businesses in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

D. The rights granted under this Agreement are limited to the right to develop and operate U.S. Lawns Businesses located in the Development Territory, and does not give you the right to develop or operate elsewhere or at any other location by you, except as we may authorize from time to time and under the terms and conditions set forth in the Operations Manual or otherwise in writing. If we do permit you to service clients outside the Territory, we reserve the right to require you to cease servicing those clients, and you agree to assist in transferring the service needs of those clients immediately to the entity that will continue to service those clients, all without compensation to you. You do not have the right to subfranchise, sublicense, assign or transfer your rights under this Agreement, except as specifically provided in the Franchise Agreement.

We and our affiliates may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee, and without granting you any rights therein:

(i) Establish and/or license others to establish franchised or company-owned U.S. LAWNS businesses at any location outside the Territory regardless of the proximity of such business to your Territory;

(ii) Advertise, market, promote and provide any goods and services under trademarks, service marks, trade names and other commercial symbols other than the Marks, at any location, within or outside the Territory, and to solicit prospective customers, including Property Management Companies, for such goods and services wherever they may be located;

(iii) Merge with, acquire or become acquired by ("Merger/Acquisition Activity") any businesses, including competitive businesses, which businesses operate under trademarks other than the U.S. LAWNS Marks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your U.S. LAWNS Business, and which may be located anywhere inside or outside the Territory; and

(iv) Except for the limited rights granted to you in Section 2.D, sell and distribute for ourselves and/or license others to sell and distribute within and outside the Territory, products or services the same as or different from the products and services offered from your U.S. LAWNS Business, and which are offered and distributed under marks different than the Marks.

(v) We expressly reserve the right to solicit Regional Accounts wherever located. In order to enable us to negotiate special arrangements involving Regional Accounts, including responding to requests for proposals ("RFP") involving locations which may or may not be located in the Territory, upon our request, you must promptly evaluate the applicable Regional Account location(s) located within the Territory and prepare a bid package for each such location in accordance with such formats, procedures and specifications as we may establish, including any supplemental or modified bid package which we may require in order to satisfy the requirements of the Regional Account (each a "Bid Package"). If we accept the Bid Package, you must honor the proposal and execute such agreements and other documents and instruments as we and the Regional Account may require to fulfill the agreed upon contract terms ("Regional Account Agreement"). We will afford you the first opportunity to submit a Bid Package on each proposed Regional Account location which is within your Territory and to perform Landscape Maintenance Services to Regional Account locations located in the Territory; provided, however, that we may, as applicable, submit Bid Packages and perform such Landscape Maintenance Services ourselves or cause other franchisees or contractors to do so, if: (a) you fail to timely submit a Bid Package in accordance with our request; (b) we reject your Bid Package or if the Regional Account notifies you or us that it does not wish to be served by you; (c) you for any reason fail or refuse to perform in accordance with the Bid Package and Regional Account Agreement; (d) you are, at the time of the issuance of the RFP or submission of the Bid Package, in default of your obligations or under any other agreement with us, or under any other Regional Account Agreement to which you are a party; or (e) you are, in our judgment, exercised in good faith, not qualified, equipped or otherwise capable to satisfy the RFP or Regional Account Agreement requirements or to perform the services as required. You acknowledge and agree that we or our affiliate may charge a management fee to offset the sales and administrative expenses of processing and managing Regional Accounts. The amount of the management fee varies from customer to customer based upon a number of factors including: i) the direct cost of administrative and management oversight provided; ii) the associated overhead cost such as payment terms (financing) and risk management (insurance); and iii) the profit margin.

We may, but are not obligated to, compensate you for Landscape Maintenance Services performed by us, our affiliate or another franchisee or contractor for Regional Account locations which are located within your Territory in such amounts (if any) as we determine.

In addition to the Regional Accounts program, as it may be modified from time to time, an affiliate of ours may offer you subcontract work in accordance with its then-current procedures for servicing Centrally Managed Accounts. For purposes of this Agreement, the term "Centrally Managed Accounts" refers to customer accounts for multi-site,

geographically dispersed real estate portfolios utilizing a network of subcontractors to perform the services. Our affiliates are not obligated to provide you with any subcontract work and may offer such work to your competitors.

SECTION 3 DEVELOPMENT FEE

3. You must pay a Development Fee as described below:

A. As consideration for the rights granted in this Agreement, you must pay us a "Development Fee" in the amount designated on the Data Sheet, representing fifty percent (50%) of the current Initial Franchise Fee for existing franchisees of $17,000 for each Territory/U.S. Lawns Business to be developed under this Agreement (i.e. $8,500 per Territory).

The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by us upon receipt and, except as may be noted in the franchise agreement associated with that portion of the Development Fee, is nonrefundable. The part of the Initial Franchise Fee that is included in the Development Fee is credited against the then current Initial Franchise Fee for existing owners as outlined in the then current Franchise Agreement, payable upon the signing of each individual Franchise Agreement. The balance of the Initial Franchise Fee for each subsequent Territory is due as specified in Section 3.B.

B. You must submit a separate application for each Territory/U.S. Lawns Business to be established by you within the Development Territory as further described in Section 4. Upon our consent, a separate Franchise Agreement must be executed for each Territory/U.S. Lawns Business, at which time the balance of the Initial Franchise Fee for that Territory/U.S. Lawns Business is due and owing. Such payment represents the balance of the appropriate Initial Franchise Fee, as described above in Section 3.A. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of such Territory/U.S. Lawns Business.

SECTION 4 DEVELOPMENT SCHEDULE

4. The following provisions control with respect to your development rights and obligations:

A. You are bound by and strictly must follow the Development Schedule. By the dates set forth under the Development Schedule, you must enter into Franchise Agreements with us pursuant to this Agreement for the number of Territories/U.S. Lawns Businesses described under the Development Schedule. You also must comply with the Development Schedule requirements regarding (i) the opening date for each Territory/U.S. Lawns Business and (ii) the cumulative number of Territories/U.S. Lawns Businesses to be open and continuously operating for business in the Development Territory. If you fail to either execute a Franchise Agreement or to open a Territory/U.S. Lawns Business according to the dates set forth in this Agreement, we have the right to immediately terminate this Agreement pursuant to Section 7.B.

B. You may not develop a Territory/U.S. Lawns Business unless (i) at least 45 days, but no more than 60 days, prior to the date set forth in the Development Schedule for the execution of each Franchise Agreement, you send us a notice (a) requiring that we send you our then current franchise disclosure document, (b) confirming your intention to develop the particular Territory/U.S. Lawns Business and (c) sending us all information necessary to complete the Franchise Agreement for the particular Territory/U.S. Lawns Business, and (ii) all of the following conditions have been met (these conditions apply to each Territory/U.S. Lawns Business to be developed in the Development Territory):

1. Minimum Performance Standards in Existing Territories/U.S. Lawns Businesses. Each existing Territory/U.S. Lawns Business you are operating must meet a minimum annual Gross Billings of $200,000 in the prior 12 month period.

2. Your Submission of Information. You must furnish to us, at least 30 days prior to the earliest of (i) the date set forth in the Development Schedule by which you must execute a Franchise Agreement or (ii) the actual date in which the Franchise Agreement would be executed, a franchise application for the proposed Territory/U.S. Lawns Business, financial statements and other information regarding you, the operation of any of your other Territories/U.S. Lawns Businesses and the development and operation of the proposed Territory/U.S. Lawns Business (including, without limitation, investment and financing plans for the proposed Territory/U.S. Lawns Business) as we may reasonably require.

3. Facilities. Before commencing operation of the U.S. Lawns Business you must have: i) a centrally located storage or warehouse facility in the Territory, ii) an office, the location of which is subject to our reasonable approval, iii) all designated equipment, supplies and uniforms for the operation of the U.S. Lawns Business, and iv) at least one Service Vehicle identified and equipped in accordance with our standards and specifications.

4. Your Compliance with Our Then-Current Standards for Franchisees. You must receive written confirmation from us that you meet our then-current standards for franchisees, including financial capability criteria for the development of a new Territory/U.S. Lawns Business. You acknowledge and agree that this requirement is necessary to ensure the proper development and operation of your Territories/U.S. Lawns Businesses, and preserve and enhance the reputation and goodwill of all U.S. Lawns Businesses and the goodwill of the Trademarks. Our confirmation that you meet our then-current standards for the development of a new Territory/U.S. Lawns Business, however, does not in any way constitute a guaranty by us as to your success.

5. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied on a timely basis all monetary and material obligations under the Franchise Agreements for all existing Territories/U.S. Lawns Businesses.

6. Execution of Franchise Agreement. You and we must enter into our then-current form of Franchise Agreement for the proposed Territory/U.S. Lawns Business. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Territory/U.S. Lawns Business must be in accordance with the terms of the applicable Franchise Agreement.

You recognize and acknowledge that this Agreement requires you to open Territories/U.S. Lawns Businesses in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future Territory/U.S. Lawns Business likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all Territories/U.S. Lawns Businesses on the dates set forth on the Development Schedule, regardless of (i) the requirement of a greater investment, (ii) the financial condition or performance of your prior Territories/U.S. Lawns Businesses, or (iii) any other circumstances, financial or otherwise. The foregoing will not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every condition necessary to develop the Territories/U.S. Lawns Businesses.

SECTION 5 TERM

5. Unless sooner terminated in accordance with Section 7 of this Agreement and subject to the terms detailed in Section 2.C, the term of this Agreement and all rights granted to you will expire on the date that your last Territory/U.S. Lawns Business is scheduled to be opened under the Development Schedule.

SECTION 6 YOUR DUTIES

6. You must perform the following obligations:

A. You must comply with all of the terms and conditions of each Franchise Agreement, including but not limited to the product and operations standards, personnel and supervision standards, marketing standards, fees and reporting requirements, and insurance requirements specified in each Franchise Agreement.

B. You and your owners, officers, directors, shareholders, partners, members and managers (if any) acknowledge that your entire knowledge of the operation of an U.S. Lawns Business and the System, including the knowledge or know-how regarding the specifications, standards and operating procedures of the services and activities, is derived

from information we disclose and is considered Confidential Information. You may not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or entity any Confidential Information, except to such employees as must have access to it in order to operate the U.S. LAWNS Business. Any and all Confidential Information, including, without limitation, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating the U.S. LAWNS Business. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons owning a minority interest in the franchisee, your manager and other key employees. You must provide executed copies of these agreements to us upon our request.

C. You must at all times maintain and conduct your U.S. LAWNS Business operations in compliance with all applicable laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, permits and certificates relating to your U.S. LAWNS Business.

You acknowledge that you are an independent business and responsible for control and management of your U.S. LAWNS Business, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related matters.

D. You agree that you will receive valuable training and Confidential Information that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement. You therefore agree to the following noncompetition covenants:

1. Unless otherwise specified, the term "you" as used in this subparagraph includes, collectively and individually, all guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in you. We may require you to obtain from your manager and other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this subparagraph.

2. You covenant that during the term of this Agreement, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any Competitive Business (as defined below) in any Territory listed on Appendix C other than one authorized by this Agreement or any other agreement between us and you. For purposes of this Section 6.D, a "Competitive Business" is any business which provides Landscape Maintenance Services.

3. You covenant that you will not, for a period of two (2)years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction

with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in a Competitive Business (as defined below): (x) in any Territory listed on Appendix C, (y) within a 50-mile radius of the outer boundary of any Territory listed on Appendix C; or (z) inside the protected territory of another U.S. Lawns business, whether franchised or owned by us or our affiliates.

4. You agree that the length of time in subparts (2) and (3) will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

SECTION 7 DEFAULT AND TERMINATION

7. The following provisions apply with respect to default and termination:

A. The rights and territorial protection granted to you in this Agreement have been granted in reliance on your representations and warranties, and strictly on the conditions set forth in Sections 2, 4 and 6 of this Agreement, including the condition that you comply strictly with the Development Schedule.

B. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreements between you or your affiliates and us or our affiliates. All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency, (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority, (iii) you make a general assignment or other similar arrangement for the benefit of your creditors, (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless supersedeas bond is filed), (v) execution is levied against your business or property, (vi) suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within 30 days, or is not in the process of being dismissed, (vii) you fail to meet the development obligations set forth in the Development Schedule attached as Appendix C, (viii) you violate the provisions of Section 6.B; (ix) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to you, or (x) we have delivered to you a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

SECTION 8 RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

8. Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop U.S. Lawns Businesses under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any

business for which a Franchise Agreement has not been executed by us. We will be entitled to develop and operate, or to franchise others to develop and operate, U.S. Lawns Businesses in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

B. You must immediately cease to operate your business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former developer of ours except in connection with the business operations of any existing U.S. Lawns Businesses that have been developed prior to the termination of this Agreement and that are still operating under a valid Franchise Agreement.

C. All of your rights to the use of the Trademarks and all other rights and licenses granted herein and the right and license to conduct business under the Marks will revert to us without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. You must cease all use and display of the Marks and of any proprietary material (including the Operations Manual) and of all or any portion of point-of-sale materials furnished or approved by us, assign all right, title and interest in the telephone numbers for the U.S. Lawns Business and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities, except in connection with the business operations of any existing U.S. Lawns Businesses that have been developed prior to the termination of this Agreement and that are still operating under a valid Franchise Agreement.

D. You must assign to us or our designee all your right, title, and interest in and to your telephone numbers and must notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number in any regular, classified or other telephone directory listing associated with the Trademarks and to authorize transfer of same at our direction.

E. You must within 30 days of the termination or expiration pay all sums owing to us and our affiliates.

All unpaid amounts will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In the event of termination for any default by you, the sums due will include all damages, costs, and expenses, including reasonable attorneys' fees and expenses, incurred by us as a result of the default. You also must pay to us all damages, costs and expenses, including reasonable attorneys' fees and expenses that we incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

F. If this Agreement is terminated you may continue to operate any U.S. Lawns Businesses open and operating at the time of the termination, unless the termination of this Agreement constitutes a termination under the terms of the separate Franchise Agreement for each Territory/U.S. Lawns Business. Under such circumstances, we have the right to purchase or designate a third party that will purchase all or any portion of the

assets of your U.S. Lawns Business that are owned by you or any of your affiliates including, without limitation, the equipment, fixtures, inventory, supplies, and customer agreements ("Accounts") of your U.S. Lawns Business. We have the right to select the assets of the Business we desire to purchase, including, without limitation, any individual Account. The purchase price for any Account to be purchased by us shall be an amount equal to the Average Monthly Revenue (as defined below) derived by you from such Account for ordinary Landscape Maintenance Services, which were reported to us during the 12 months immediately prior to the purchase. "Average Monthly Revenue" means the monthly average of all normal revenue (excluding extras and extraordinary services) derived from the Account for ordinary Landscape Maintenance Services during such 12 month period. The purchase price for inventory and supplies to be purchased shall be the lesser of cost or market value, and the purchase price for equipment to be purchased shall be mutually agreed upon by the parties. If the parties are unable to agree on the market value of any inventory or supplies or the purchase price of any equipment, we shall have the right to appoint an independent appraiser whose decision shall be final and whose fee shall be shared equally by the parties. Notwithstanding anything to the contrary in this Agreement, we have the right to set off against and reduce the purchase price by any and all amounts owed by you to us or our affiliates

G. You and your Principal Owners and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement or your U.S. Lawns Business after the shorter period of the applicable statute of limitations or one year following the effective date of termination of this Agreement; provided that where the one-year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

H. All of our and your obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

SECTION 9 TRANSFER

9. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent and you transfer your rights and interests under the relevant Franchise Agreements for Franchised Businesses in the Development Territory as dictated by the circumstances. In this event, the transferee will be required, as a condition of approval of the transfer, to assume transferor's development obligations, including the payment of any

remaining initial franchise fees. Accordingly, the assignment terms and conditions of the Franchise Agreements will apply to any Transfer of your rights and interests under this Agreement. As used in this Agreement, the term "Transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.

SECTION 10 DISPUTE RESOLUTION

10. The following provisions apply with respect to dispute resolution:

A. Mediation. Before any party may bring an action in court or against the other (except any action for declaratory and/or equitable relief and as noted in Section 10.C below), or commence an arbitration proceeding (except as noted in Section 10.C below), the parties must first meet to mediate the dispute. If you refuse to participate in mediation or do not respond to our request for mediation within 10 days after we give you written notice of our request to mediate, we may proceed to file an arbitration claim in accordance with Section 10.B or an action for declaratory and/or equitable relief as noted in Section 10.C below. The mediation will be held in person in the city in which our headquarters are located at the time of the mediation. Any such mediation shall be non-binding and shall be conducted informally between the parties for a minimum of two (2) consecutive eight (8) hour days in order to attempt to amicably resolve the dispute. If such informal dispute resolution efforts prove to be unsuccessful, the notifying party may initiate arbitration proceedings pursuant to Section 10.B below. Each party will bear its own costs and expenses for the mediation and split equally the costs of the mediator.

B. Arbitration. Except as qualified below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your U.S. LAWNS Business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then the parties shall submit such class action or joined or consolidated claims, as applicable, to binding arbitration in accordance with this remaining provisions of this Section 10. The arbitration must take place in the city where our headquarters is located at the time of the dispute. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five years of significant experience in franchise law. A judgment may be entered upon the arbitration award by any state or federal court in the state where

we maintain our headquarters or the state where your U.S. LAWNS Business is located. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. Each party will bear its own costs and expenses for the arbitration and will be responsible to pay 50% of the arbitrator's fees and costs (including arbitrator's and AAA's fees and costs); provided that the prevailing party will be entitled to reimbursement of its fees and costs under Section 11.D.

This agreement to arbitrate applies to you as well as to (1) all guarantors of your obligations under this Agreement, (2) if Franchisee is a legal entity, all owners, officers or principal owners of Franchisee, (3) all others who claim any rights or benefits based upon or relating to the franchise relationship or who make any claim or assert any defense based upon or relating to this Agreement, the relationship between the parties to this Agreement or otherwise relating or arising out of this Agreement.

C. Exceptions to Arbitration. Notwithstanding Section 10.B, the parties agree that the following claims will not be subject to mediation or arbitration:

1. any action by us for temporary, preliminary or permanent injunctive relief, specific performance, writ of attachment, or other equitable relief necessary to enjoin any harm or threat of harm to our tangible or intangible property, including trademarks, service marks and other intellectual property, brought at any time, including, without limitation, prior to or during the pendency of any mediation or arbitration proceedings initiated hereunder. You specifically acknowledge that your breach or threatened breach of any of your obligations under this Agreement would cause us irreparable harm. You understand that irreparable harm is an injury for which monetary damages are not an adequate remedy. Therefore, upon any such breach or threatened breach by you, in addition to any other rights or remedies that may be available to us at law, equity or otherwise, you acknowledge that we will be entitled to equitable relief, including an injunction, restraining order or specific performance, without any requirement to prove irreparable harm. In addition, you hereby waive any right to request that a bond be issued as security (except for a nominal bond not to exceed $100);

2. any action in ejectment or for possession of any interest in real or personal property; or

3. any action related solely to the collection of moneys owed to us or our affiliates.

D. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, or the business will be entitled to recover its reasonable attorneys' fees and costs (including arbitrator's and AAA fees and costs).

SECTION 11 MISCELLANEOUS

11. The parties agree to the following provisions:

A. Indemnification. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

C. Waiver/Integration. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the Operations Manual and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with the addenda and appendices hereto and any application form or similar document executed by you requesting us to enter into this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Disclosure Document we furnished to you.

D. Notices. Except as otherwise provided in this Agreement, any notice,

demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by registered or certified mail, and addressed as follows:

1. If intended for us, addressed to U.S. Lawns, Inc., 6700 Forum Drive, Suite 150, Orlando, FL 32821, Facsimile (407) 246-1623;

2. If intended for you, addressed to you at the address set forth on the Data Sheet; or, in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

E. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents.

F. References. If the franchisee is two or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement includes all of the individuals. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement.

G. Guarantee. All persons having a 5% or more ownership interest in a franchisee that is a corporation, partnership, limited liability company or partnership or other legal entity must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes an owner must execute the form of undertaking and guarantee at the end of this Agreement.

H. Successors/Assigns. Subject to the terms of Paragraph 10 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

I. Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Florida.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

J. Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 12, must be brought in the state or federal district court located in the county or district encompassing our headquarters. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this subparagraph will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this subparagraph, and with a complete understanding thereof, agree to be bound in the manner set forth.

K. Jury Waiver. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

L. Waiver of Punitive Damages. You and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

M. Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

N. Force Majeure. In the event of any failure of performance of this Agreement according to its terms by any party the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of said party. Such causes include, but are not limited to, strikes, wars, riots and acts of government except as may be specifically provided for elsewhere in this Agreement.

O. Adaptations and Variances. Complete and detailed uniformity under many

varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the standards, specifications, and requirements for any franchised business or franchisee based upon the customs or circumstances of a particular franchise or operating agreement, site or location, population density, business potential, trade area population, existing business practice, competitive circumstance or any other condition that we deem to be of importance to the operation of such business, franchisee's business or the System. We are not required to grant to you a like or other variation as a result of any variation from standard inventory items, specifications or requirements granted to any other franchisee. You acknowledge that you are aware that our other franchisees operate under a number of different forms of agreement that were entered into at different times and that, consequently, the obligations and rights of the parties to other agreements may differ materially in certain instances from your rights and obligations under this Agreement.

P. Notice of Potential Profit. We and/or our affiliates may from time to time make available to you goods, products and/or services for use in your U.S. Lawns Business on the sale of which we and/or our affiliates may make a profit. Further, we and/or our affiliates may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said profits and/or consideration.

Q. Effective Date. We will designate the "Effective Date" of this Agreement in the space provided on the Data Sheet. If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement. However, you do not have the right to, and may not, commence operation of a U.S. Lawns Business until we notify you that you have satisfied all of the pre-opening conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Area Development Agreement as of the date first written above.

DEVELOPER	FRANCHISOR
(For an Entity list state and type of Entity)	U.S. Lawns, Inc., a Florida Corporation
Signature: _____	Signature: _____
Name: _____	Name: Kenneth L. Hutcheson
Title: _____	Title: President

APPENDIX A TO AREA DEVELOPMENT AGREEMENT

Data Sheet

1. Developer: _____
_____
_____
_____

2. Development Fee. The amount of the Development Fee you must pay to us pursuant to Section 3.A is $[_____].

3. Owners. You represent and warrant to us that the following persons are the only owners of Developer:

Name	Home Address	Percentage of Ownership

The foregoing owners will be devoting their full time to the U.S. Lawns Business:

4. Territory. As stated in Section 2 of the Franchise Agreement, and subject to the terms and conditions of the Franchise Agreement, the Territory under this Agreement is as follows:

5. Effective Date: _____

DEVELOPER: _____

By: _____

Title: _____

FRANCHISOR:
U.S. Lawns, Inc., a Florida Corporation

By: _____
Kenneth L. Hutcheson

Title: President

APPENDIX B TO AREA DEVELOPMENT AGREEMENT

DESCRIPTION OF DEVELOPMENT TERRITORY

_____

_____

DEVELOPER:

_____

By:_____

_____

Title:_____

By:_____

_____

Title:_____

FRANCHISOR

U.S. Lawns, Inc., a Florida Corporation

By:_____

Kenneth L. Hutcheson

Title:_____

APPENDIX C TO AREA DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

You acknowledge and agree that a material provision of the Area Development Agreement is that the following number of TERRITORIES/U.S. LAWNS BUSINESSES must be opened and continuously operating in the Development Territory in accordance with the following Development Schedule:

Territory	Date by Which Franchise Agreement Must be Signed	Date by Which the Territory Must be Opened and Continuously Operating for Business in the Territory	Cumulative number of Territories/U.S. Lawns Businesses Required to be Open and Continuously Operating for Business in the Development Territory as of the Date in Preceding Column
			1
			2
			3
			4

For purposes of determining compliance with the above Development Schedule, only the Territories/U.S. Lawns Businesses actually open and continuously operating for business in the Development Territory as of a given date will be counted toward the number of Territories/U.S. Lawns Businesses required to be open and continuously operating for business.

DEVELOPER:

_____

By:_____

_____

Title:_____

By:_____

_____

Title:_____

FRANCHISOR

U.S. Lawns, Inc., a Florida Corporation

By:_____

Kenneth L. Hutcheson

Title:_____

PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE AREA DEVELOPMENT AGREEMENT

In consideration of the execution of the Area Development Agreement by us, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Area Development Agreement, to be paid, kept and performed by the developer.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Area Development Agreement and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed an Area Development Agreement containing the identical terms and conditions of this Area Development Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the developer or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the developer or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by developer's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or the amendment or extension of the Franchise Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee will inure to the benefit of our successors and assigns.

DEVELOPER: _____

PERSONAL GUARANTORS:

_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

EXHIBIT D

LIST OF CURRENT AND FORMER FRANCHISE OWNERS

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

Current Standard Franchisees as of 9/30/2022

ALABAMA

USL Anniston
Tony & Carmen Diaz
Jacksonville, AL 36265
Tel: 256-435-2792

USL Birmingham East
James Schaffer
Madison, AL 35758
Tel: 256-772-7312

USL Birmingham West
James Schaffer
Madison, AL 35758
Tel: 256-772-7312

USL Madison
James Schaffer
Madison, AL 35758
Tel: 256-772-7312

USL Mobile
Barrett & Lisa McKnight
Mobile, AL 36608
Tel: 601-392-9532

USL Montgomery East
Jason Garrard
Montgomery, AL 36109
Tel: 334-403-0917

USL Tuscaloosa
Patsy Gay
Northport, AL 35401
Tel: 205-333-1171

ARIZONA

USL Chandler
Jack Hallenbeck
Christopher Hallenbeck
Phoenix, AZ 85040
Tel: 602-768-5296

USL Phoenix Central
Jack Hallenbeck
Christopher Hallenbeck
Phoenix, AZ 85040
Tel: 602-768-5296

USL Scottsdale
Jack Hallenbeck
Christopher Hallenbeck
Phoenix, AZ 85040
Tel: 602-768-5296

ARKANSAS

USL Arkansas Northeast
Wesley Thornton
Jonesboro, AR 72404
Tel: 870-761-7366

USL Arkansas Northwest
Bennett Harrell
Lowell, AR 72745
Tel: 888-862-5296

USL Hot Springs
Jason and Jennifer Blankenship
Hot Springs, AR 71913
Tel: 501-620-9935

USL Little Rock North
Jason and Jennifer Blankenship
Hot Springs, AR 71913
Tel: 501-620-9935

USL Little Rock South
Jason and Jennifer Blankenship
Hot Springs, AR 71913
Tel: 501-620-9935

USL Texarkana
Dwight Mowery
Texarkana, AR 71854
Tel: 903-306-0549

CALIFORNIA

USL Elk Grove
Owen Smith
Rancho Cordova, CA 95742
Tel: 916-837-6722

USL Sacramento East
Owen Smith
Rancho Cordova, CA 95742
Tel: 916-837-6722

COLORADO

USL Colorado Springs
Jeff & Marlene Weinzierl

USL Fort Collins
Stephen & Elizabeth Carman

USL Parker
Jeff Weinzierl

Manitou Springs, CO 80829
Tel: 719-685-2448

Wellington, CO 80549
Tel: 832-829-0951

Manitou Springs, CO 80829
Tel: 719-685-2448

CONNECTICUT

USL Bloomfield
Stephen Loomis & Matthew Slowik
Bloomfield, CT 06002
Tel: 860-243-2826

USL Madison
Stephen Loomis & Matthew Slowik
Madison, CT 06443
Tel: 203-390-9093

FLORIDA

USL Bradenton
Michael Carlo
Sarasota, FL 34232
Tel: 941-379-0272

USL Brandon
Todd Moerchen
Oldsmar, FL 34677
Tel: 813-855-9002

USL Brevard County
Brandon Silverstein
Rockledge, FL 32955
Tel: 321-636-0655

USL Citrus County
Rick & Carolyn MacMeeken
Lecanto, FL 34461
Tel: 352-628-6223

USL Clearwater
Todd Moerchen
Oldsmar, FL 34677
Tel: 813-855-9002

USL Clermont
Omar & Karina Watson
Orlando, FL 32804
Tel: 407-440-4839

USL Davie
Marissa Rabbat
Sunny Isles Beach, FL 33160
Tel: 305-692-8978

USL Fort Myers
Joseph Titone
Fort Myers, FL 33912
Tel: 954-288-7305

USL Haines City
Kristin Swinburne
Haines City, FL 33881
Tel: 863-421-2320

USL Jacksonville Bay Meadows
Greg Brockman
Jacksonville, FL 32259
Tel: 904-437-4858

USL Jacksonville Beach
Jason Cory & Colin Cory
Jacksonville, FL 32207
Tel: 904-625-2372

USL Jacksonville West
Andy Matykiewicz
Orange Park, FL 32073
Tel: 904-264-2020

USL Kissimmee
Erik Subh
Kissimmee, FL 34744
Tel: 407-344-0279

USL Lakeland
Eric Jayne
Lakeland, FL 33811
Tel: 863-648-4880

USL Leesburg
Ignacio Medir
Winter Garden, FL 34787
Tel: 352-455-3348

USL Miami Dade West
Marissa Rabbat
Sunny Isles Beach, FL 33160
Tel: 305-692-8978

USL Miami North
Larry Rabbat
Sunny Isles Beach, FL 33160
Tel: 305-692-8978

USL Miramar
Marissa Rabbat
Sunny Isles Beach, FL 33160
Tel: 305-692-8978

USL Naples
Gustavo Rivero
Naples, FL 34104
Tel: 239-316-7191

USL Orlando
Omar & Karina Watson
Orlando, FL 32804
Tel: 407-440-4839

USL Orlando East
Erik Subh
Kissimmee, FL 34744
Tel: 407-344-0279

USL Orlando Northeast
Omar & Karina Watson
Orlando, FL 32804
Tel: 407-440-4839

USL Orlando Northwest
Omar & Karina Watson
Orlando, FL 32804
Tel: 407-440-4839

USL Orlando Southeast
Erik Subh
Kissimmee, FL 34744
Tel: 407-344-0279

USL Palm Beach
Eric Masse
Delray Beach FL 33446
Tel: 561-495-7784

USL Palm Beach North
Eric Masse
Delray Beach FL 33446
Tel: 561-495-7784

USL Palm Beach South
Eric Masse
Delray Beach FL 33446
Tel: 561-495-7784

USL Panama City
Richard Maddox
Lynn Haven, FL 32444
Tel: 850-832-4264

USL Pasco County
David Gray
Hutson, FL 34667
Tel: 727-697-3896

USL Pensacola
Nick Booker
Pensacola, FL 32514
Tel: 850-435-7557

USL Plant City
Eric Jayne
Lakeland, FL 33811
Tel: 863-648-4880

USL Port Charlotte
Gene Barnes
Punta Gorda, FL 33982
Tel: 941-833-9251

USL Sanford
Joseph Kapcsandi
Orange City, FL 32763
Tel: 973-860-8750

USL Sarasota
Michael Carlo
Sarasota, FL 34232
Tel: 941-379-0272

USL St. Augustine
Andy Matykiewicz
Orange Park, FL 32073
Tel: 904-264-2020

USL St. Petersburg
Todd Moerchen
Oldsmar, FL 34677
Tel: 813-855-9002

USL Tampa
Todd Moerchen
Oldsmar, FL 34677
Tel: 813-855-9002

USL Volusia County East
Joseph Kapcsandi
Orange City, FL 32763
Tel: 973-860-8750

GEORGIA

USL Alpharetta
Tim Miles
Alpharetta, GA 30004
Tel: 404-456-1937

USL Atlanta West
Dewitt Parker
Palmetto, GA 30268
Tel: 770-306-4766

USL Augusta
Roger Boyer
Augusta, GA 30901
Tel: 803-622-7783

USL Gainesville
Tim Miles
Alpharetta, GA 30004
Tel: 404-456-1937

USL Hartwell
Randy Tallent
Hartwell, GA 30643
Tel: 706-436-3620

USL Hinesville
Walter Rogers
Glennville, GA 30427
Tel: 912-270-1693

USL Lawrenceville
David & Michael Johnson
Snellville, GA 30078
Tel: 678-404-5823

USL Macon
Greg Israel
Macon, GA 31216
Tel: 478-293-3021

USL Savannah
Walter Rogers
Glennville, GA 30427
Tel: 912-270-1693

USL St. Simons Island
Steve Mendez
St. Simons Island, GA 31522
Tel: 912-268-4110

USL Valdosta
James & Barbara Avery
Moultrie, GA 31788
Tel: 229-891-8987

USL Warner Robins
Greg Israel
Macon, GA 31216
Tel: 478-293-3021

IDAHO

USL Boise
Jeremy Vincent
Nampa, ID 83651
Tel: 208-463-4317

USL Twin Falls
Scott De Jong
Twin Falls, ID 83301
Tel: 208-934-6438

ILLINOIS

USL Southern Illinois
Dean & Rachel Albright
Energy, IL 62933
Tel: 618-942-7355

INDIANA

USL Greenwood
Kelsy Wells
Terre Haute, IN 47803
Tel: 812-605-1681

USL Lafayette
Scott & Tamara Taylor
Lafayette, IN 47909
Tel: 765-427-3954

USL New Albany
Jerry Kincaid
New Albany, IN 47150
Tel: 812-738-4531

USL Plainfield
Kelsy Wells
Terre Haute, IN 47803
Tel: 812-605-8030

USL South Bend
Troy & Carrie Parmelee
South Bend, IN 46628
Tel: 574-654-4584

USL Terre Haute
William & Kelsy Wells
Terre Haute, IN 47803
Tel: 812-605-8030

KANSAS

USL Overland Park
Darrick Stirling
Pleasant Hill, MO 64080
Tel: 501-803-4447

KENTUCKY

USL Florence
Ryan Kirkham
Camp Dennison, OH 45111
Tel: 513-239-3939

USL Louisville East
Adam & Karey Neville
Louisville, KY 40228
Tel: 502-962-7681

USL Louisville West
Adam & Karey Neville
Louisville, KY 40228
Tel: 502-962-7681

USL Owensboro
Travis Castlen
Owensboro, KY 42303
Tel: 270-683-7003

LOUISIANA

USL Alexandria
Justin Adcock & Josh Hargon
Alexandria, LA 71301
Tel: 318-422-8770

USL Baton Rouge
Jamie Carruth & Alex Carruth
Baton Rouge, LA 70808
Tel: 225-921-1638

USL Bossier City
Scotty & Tina Floyd
Shreveport, LA 71105
Tel: 318-626-5555

USL Lafayette
Brad Ratcliff
Jena, LA 71342
Tel: 318-245-2777

USL Lake Charles
Justin Adcock & Josh Hargon
Lake Charles, LA 70616
Tel: 318-792-7354

USL Monroe
David Head
Monroe, LA 71201
Tel: 318-388-8488

USL New Orleans
Justin Adcock & Josh Hargon
Alexandria, LA 71301
Tel: 318-422-8770

USL North Shore
Happy Lindeen
Jefferson, LA 70121
Tel: 504-833-5004

USL Shreveport
Scotty & Tina Floyd
Shreveport, LA 71105
Tel: 318-626-5555

MARYLAND

USL Annapolis
Aramis Rodriguez & Ruth Pena
Cockeysville, MD 21030
Tel: 410-960-8126

USL Baltimore East
Cordell Bartrum
Baltimore, MD 21224
Tel: 410-206-4916

USL Frederick
Chris Seaborne & Tim Harrell
Hagerstown, MD 21740
Tel: 301-416-8180

USL Gaithersburg
Terry Starcher
Gaithersburg, MD 20877
Tel: 703-862-1944

MASSACHUSETTS

USL Boston
Michael Marta
Stoughton, MA 02072
Tel: 781-344-7400

MICHIGAN

USL Ann Arbor
Ron & Carol Howe
Southgate, MI 48195
Tel: 734-285-3444

USL Lansing
Matthew & Nicole Sharp
Mason, MI 48854
Tel: 517-676-1600

USL Livonia
Ron & Carol Howe
Southgate, MI 48195
Tel: 734-285-3444

USL Pontiac
Tommy Kilbride
Troy, MI 48085
Tel: 312-241-0429

USL St. Clair Shores
Christopher Lavely
Macomb, MI 48042
Tel: 586-566-9800

MISSISSIPPI

USL Biloxi
Bernie Donlin
Long Beach, MS 39560
Tel: 228-868-0425

USL Hattiesburg
Justin Holifield
Laurel, MS 39443
Tel: 601-606-0029

USL Jackson
David Pursell
Ridgeland, MS 39157
Tel: 601-856-8928

USL McComb
Doug & Linda Easley
Brookhaven, MS 39601
Tel: 601-835-1164

USL Meridian
Billy & Sherri Comfort
Paul Comfort
Kosciusko, MS 39090
Tel: 662-289-1300

USL Mississippi Northeast
Mike & Angela Kirk
New Albany, MS 38652
Tel: 662-534-7447

USL Natchez
Chris Smith
Natchez, MS 39121
Tel: 601-304-5296

USL Starkville
Will & Stephanie Arnett
Starkville, MS 39759
Tel: 662-769-7397

USL Vicksburg
Matthew Moore
Vicksburg, MS 39180
Tel: 601-634-1500

MISSOURI

USL Franklin County
Jason Demyen
St. Clair, MO 63077
Tel: 636-358-8981

USL Kansas City
Darrick Stirling
Raymore, MO 64083
Tel: 816-965-5296

USL Kansas City North
Darrick Stirling
Raymore, MO 64083
Tel: 816-965-5296

USL The Ozarks
Matt & Stacey Kindell
Nixa, MO 65714
Tel: 417-374-7070

NEVADA

USL Las Vegas
Taylor & Emee Kelley
Las Vegas, NV 89148
Tel: 702-703-1676

NEW HAMPSHIRE

USL Nashua
Stan MacDonald
Bedford, NH 03110
Tel: 603-714-2130

NEW JERSEY

USL Monmouth County
Travis & Carol Abel
Jackson, NJ, 08527
Tel: 732-737-1800

USL Ocean County
Paul Findlow
Toms River, NJ 08753
Tel: 732-341-2032

NEW YORK

USL Nassau County
Marcelo Doglio
Levittown, NY 11756
Tel: 516-520-0585

NORTH CAROLINA

USL Asheville
Robin & Donna Smith
Mills River, NC 28759
Tel: 828-890-8154

USL Cary
Rob TeCarr
Raleigh, NC 27615
Tel: 916-876-1683

USL Chapel Hill
Rob TeCarr
Raleigh, NC 27615
Tel: 916-876-1683

USL Charlotte North
Brandon & Sherri Shively
Concord, NC 28025
Tel: 704-525-4299

USL Charlotte South
Brandon & Sherri Shively
Concord, NC 28025
Tel: 704-525-4299

USL Greensboro
Michael Swearingen
Kernersville, NC 27284
Tel: 336-345-9804

USL Greenville
Bill Freelove
Greenville, NC 27834
Tel: 252-439-5296

USL Jacksonville
William & Sheila Atwell
Hubert, NC 28539
Tel: 704-239-0655

USL Kannapolis
Brandon & Sherri Shively
Concord, NC 28025
Tel: 704-525-4299

USL Raleigh
Rob TeCarr
Raleigh, NC 27615
Tel: 916-876-1683

USL Statesville
Brandon & Sherri Shively
Concord, NC 28025
Tel: 704-525-4299

USL Wilmington
Michael Esposito
Wilmington, NC 28409
Tel: 910-395-4779

USL Winston-Salem
Michael Swearingen
Kernersville, NC 27284
Tel: 336-345-9804

OHIO

USL Cincinnati East
Ryan Kirkham
Camp Dennison, OH 45111
Tel: 513-239-3939

USL Cincinnati SE
Ryan Kirkham
Camp Dennison, OH 45111
Tel: 513-239-3939

USL Cleveland East
Damon & Erica DeAndrade
Chardon, OH 44024
Tel: 440-286-1444

USL Columbus North
Ryan Kirkham
Powell, OH 43065
Tel: 614-634-8182

USL Dayton
Shawn Bone
Fairborn, OH 45324
Tel: 937-767-2015

USL Toledo
Tom Curdes
Holland, OH 43528
Tel: 419-841-4705

OKLAHOMA

USL Lawton
Brian Honeyager
Lawton, OK 73507
Tel: 580-917-0463

USL Oklahoma City North
Lane & Janine Roathe
Oklahoma City, OK 73170
Tel: 405-912-0897

USL Oklahoma City South
Lane & Janine Roathe
Oklahoma City, OK 73170
Tel: 405-912-0897

USL Tulsa North
Tim & Shelley Stauffer
Tulsa, OK 74132
Tel: 918-851-8285

OREGON

USL Medford
Brandon Corcoran
Central Point, OH 97502
Tel: 541-664-7348

PENNSYLVANIA

USL Philadelphia
Stephen Loomis
Conshohocken, PA 19428
Tel: 215-692-2523

USL York
Alex, James & Margaret Cistone
Hanover, PA 17331
Tel: 717-637-7979

SOUTH CAROLINA

USL Anderson
John Kenney
Greenville, SC 29607
Tel: 864-627-0350

USL Charleston
Tait Coates
North Charleston, SC 29418
Tel: 843-760-0770

USL Columbia
Steven Keys
Columbia, SC 29209
Tel: 803-251-4333

USL Greenville
John Kenney
Greenville, SC 29607
Tel: 864-627-0350

USL Hilton Head
Martin Schuppert
Hilton Head, SC 29928
Tel: 843-342-9211

USL Lexington
Steven Keys
Columbia, SC 29209
Tel: 803-822-2600

USL Myrtle Beach
Bryan Smith
Myrtle Beach, SC 29588
Tel: 843-650-8875

USL Rock Hill
Brandon & Sherri Shively
Charlotte, NC 28217
Tel: 704-525-4299

USL Spartanburg
John Kenney
Greenville, SC 29607
Tel: 864-627-0350

TENNESSEE

USL Chattanooga East
Bryan Holbrook
Cleveland, TN 37312
Tel: 423-473-0065

USL Clarksville
Ronnie Moore
Clarksville, TN 37041
Tel: 931-648-1196

USL Jackson
Bryan Wilcox
Jackson, TN 38305
Tel: 731-267-8142

USL Knoxville
Jacob Arms
Knoxville, TN 37922
Tel: 423-737-6556

USL Memphis East
Drew Eaton
Memphis, TN 38117
Tel: 901-827-7601

USL Memphis North
Drew Eaton
Memphis, TN 38117
Tel: 901-827-7601

USL Murfreesboro
Eric Knaub
Murfreesboro, TN 37128
Tel: 615-610-6125

USL Pigeon Forge
Jacob Arms
Knoxville, TN 37922
Tel: 423-737-6556

USL Tri-Cities
Matt Freeman
Bristol, TN 37620
Tel: 423-989-7717

TEXAS

USL Abilene
Alvaro Castro
Denver City, TX 79323
Tel: 325-450-9168

USL Austin West
Jonathan Garcia
Austin, TX 78749
Tel: 512-529-3321

USL Beaumont
Byron Jacquette
Beaumont, TX 77707
Tel: 409-347-8156

USL College Station
Jaime Caballero & Irene Mendoza
Waller, TX 77484
Tel: 713-447-8899

USL Dallas
Garrett Vick
Grand Prairie, TX 75052
Tel: 817-491-3200

USL Ft Worth
Garrett Vick
Grand Prairie, TX 75052
Tel: 817-491-3200

USL Grapevine
Garrett Vick
Grand Prairie, TX 75052
Tel: 817-491-3200

USL Houston East
Byron Jacquette
Beaumont, TX 77707
Tel: 409-347-8156

USL Houston North
Paul Shouse
Houston, TX 77066
Tel: 281-866-8004

USL Houston West
Paul Shouse
Houston, TX 77066
Tel: 281-866-8004

USL Lubbock
Elizabeth & Jose Villegas
Lubbock, TX 79423
Tel: 806-702-4106

USL McAllen
Pedro Ordonez
McAllen, TX 78504
Tel: 956-310-2305

USL Montgomery County
Paul Shouse
Houston, TX 77066
Tel: 281-866-8004

USL New Braunfels
Michael Greer
New Braunfels, TX 78132
Tel: 210-784-8783

USL Pearland
Thomas R. Lewis, Thomas C. Lewis, Ricardo T. Lewis
Manvel, TX 77578
Tel: 713-823-8537

USL Plano
Brandt Gaiser
Plano, TX 75025
Tel: 972-509-5296

USL Round Rock
Tim Burgess
Georgetown, TX 78626
Tel: 512-574-1815

USL San Antonio North
Ezequiel Escobedo & Heather Guerrero
Floresville, TX 78114
Tel: 830-391-3008

USL San Antonio South
Sergio Ramierez & Orangel Yanez
San Antonio, TX 78248
Tel: 210-324-4862

USL San Antonio West
Scott & Jean Olech
San Antonio, TX 78253
Tel: 210-626-8013

USL Sherman
Justin Adcock
Whitesboro, TX 76278
Tel: 601-502-4670

USL Temple
Clayton Ellis
Belton, TX 76513
Tel: 254-346-1046

USL Waco
Chris Kelly
Waco, TX 76710
Tel: 254-251-3099

UTAH

USL Ogden
Barry & Emily Richardson
Brigham City, UT 84302
Tel: 435-554-8873

USL Salt Lake City South
Jeremy Vincent
Nampa, ID 83651
Tel: 208-463-4317

USL Utah County
Jeremy Vincent
Nampa, ID 83651
Tel: 208-463-4317

VIRGINIA

USL Alexandria
Daniel Rivera
Woodbridge, VA 22193
Tel: 703-498-7544

USL Arlington
Zachary Bini
Carlisle, PA 17015
Tel: 703-215-7336

USL Ashburn
Jeff Dajani
Dulles, VA 20166
Tel: 703-421-1313

USL Charlottesville
Christopher Hoodless
Afton, VA 22920
Tel: 540-836-6349

USL Dulles
Jeff Dajani
Ashburn, VA 20147
Tel: 703-421-1313

USL Gloucester
Chris Filipkowski
Manquin, VA 23106
Tel: 804-955-9790

USL Hampton Roads
Stephen Ferguson
Newport News, VA 23605
Tel: 757-224-6675

USL Lynchburg
Terry Myles
Roanoke, VA 24013
Tel: 540-589-5862

USL Manassas
Elias Bonilla
Centreville, VA 20121
Tel: 703-659-0100

USL Richmond North
Chris Filipkowski
Manquin, VA 23106
Tel: 804-955-9790

USL Richmond South
Chris Filipkowski
Manquin, VA 23106
Tel: 804-955-9790

USL Roanoke
Terry Myles
Roanoke, VA 24013
Tel: 540-589-5862

USL Winchester
Timothy Harrell
Christopher Seaborne
Clear Brook, VA 22624
Tel: 301-416-8180

WEST VIRGINIA

USL Morgantown
Justin Wood
Fairmont, WV 26554
Tel: 681-443-0263

WISCONSIN

USL Waukesha
Jeffrey Lynch
Waukesha, WI 53186
Tel: 262-544-4504

Franchisees Signed But Not Open at September 30, 2022

ARKANSAS

USL Conway
Nestor Moguel
Conway, AR 72032
Tel: 501-428-3299

CALIFORNIA

USL San Jose North
Erik Estrada
San Jose, CA 95125
Tel: 408-627-1712

USL San Jose South
Erik Estrada
San Jose, CA 95125
Tel: 408-627-1712

FLORIDA

USL Destin
Richard Maddox
Lynn Haven, FL 32444
Tel: 850-832-4264

INDIANA

USL Evansville
Travis Castlen
Owensboro, KY 42303
Tel: 270-929-7904

NEW JERSEY

USL North New Jersey
Julio C Flores Tellez
Kearny, NJ 07032-3808
Tel: 201-565-4702

Transfers Fiscal Year Ended September 30, 2022

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

FLORIDA

USL Clermont
Luis Silva
4929 N Orange Blossom Trail
Orlando, FL 32810
Tel: 407-412-8266

USL Fort Myers
Stefano Ghirimoldi
6060 Waxmyrtle Way
Naples, FL 339296
Tel: 917-533-8081

USL Orlando
Luis Silva
4929 N Orange Blossom Trail
Orlando, FL 32810
Tel: 407-412-8266

USL Orlando NE
Luis Silva
4929 N Orange Blossom Trail
Orlando, FL 32810
Tel: 407-412-8266

USL Orlando NW
Luis Silva
4929 N Orange Blossom Trail
Orlando, FL 32810
Tel: 407-412-8266

SOUTH CAROLINA

USL Anderson
David Myers
8400 Monticello Road
Columbia, SC 29203
Tel: 803-691-2174

USL Greenville
David Myers
8400 Monticello Road
Columbia, SC 29203
Tel: 803-691-2174

USL Spartanburg
David Myers
8400 Monticello Road
Columbia, SC 29203
Tel: 803-691-2174

TENNESSEE

USL Knoxville
Chris Bowman
12628 Hartsfield Ln
Knoxville, TN 37922
Tel: 865-297-3405

USL Memphis North
Travis Alexander
6158 Tamara Cove
Bartlett, TN 38134
Tel: 901-383-0330

USL Pigeon Forge
Chris Bowman
12628 Hartsfield Ln
Knoxville, TN 37922
Tel: 865-297-3405

TEXAS

USL Abilene
Elizabeth & Jose Villegas
4007 107th Street
Lubbock, TX 79423
Tel: 806-702-4106

Franchisees Who Left the System Fiscal Year Ended September 30, 2022

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

ALASKA

USL Anchorage
Jeffrey Schneider
200 W 34th Avenue, PMB 514
Anchorage, AK 99503
Tel: 907-230-2872
(Non-Renewal)

ARIZONA

USL West Valley
Jack Hallenbeck
Christopher Hallenbeck
2303 N 44th St., Ste. #14-1100
Phoenix, AZ 85008
Tel: 602-768-5296
(Mutual Termination)

COLORADO

USL Denver North
Mark Ander
5099 County Road 35
Fort Lupton, CO 80621
Tel: 303-857-1147
(Mutual Termination)

USL Denver South
Mark Ander
5099 County Road 35
Fort Lupton, CO 80621
Tel: 303-857-1147
(Mutual Termination)

GEORGIA

USL Athens
Randy Tallent
Athens, GA 30605
Tel: 706-377-4363
(Mutual Termination)

USL Blue Ridge
Timothy and Debra Stein
8660 Blue Ridge Drive
Blue Ridge, GA 30513
Tel: 706-258-8357
(Mutual Termination)

ILLINOIS

USL Aurora
Dan Flood
209 Timber Oaks Drive
N Aurora, IL 60542
Tel: 630-546-7141
(Mutual Termination)

MARYLAND

USL Hyattsville
Gideon Nyamaah & Jodian Slater
9869 Goodluck Road, Apt 10
Lanham, MD 20706
Tel: 240-441-2462
(Mutual Termination)

MICHIGAN

USL Saginaw
Timothy Jaruzel
239 West Tuscola Street
Frankenmuth, MI 48734
Tel: 989-213-3588
(Mutual Termination)

MINNESOTA

USL St. Paul
Paul Hughes
W11506 State Road 29
Prescott, WI 54021
Tel: 612-581-1081
(*Bankruptcy Discharge – Unilateral)*

NEW JERSEY

USL Cherry Hill
Wayne and Joanne Cordova
2 Birch Court
Monroe Township, NJ 08831
Tel: 609-353-8213
(Abandonment)

NORTH CAROLINA

USL Brunswick County
Bryan Smith
7887 Moss Creek Road
Myrtle Beach, SC 29588
Tel: 843-650-8875
(Mutual Termination)

USL Fayetteville
William Atwell
104 Seth Thomas Lane
Swansboro, NC 28584
Tel: 910-483-4005
(Mutual Termination)

USL Hickory
Greg Mosteller
6949 Old Shelby Road
Vale, NC 28168
Tel: 704-276-0074
(Bankruptcy Discharge – Unilateral)

OREGON

USL Eugene
Scott Schmale
93066 River Road
Junction City, OR 97448
Tel: 541-870-1201
(Abandoned – Filed Bankruptcy)

EXHIBIT E

LIST OF STATE ADMINISTRATORS/AGENTS

FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS,
AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection & Innovation 2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677	Financial Protection & Innovation Commissioner 2101 Arena Boulevard Sacramento, CA 95834
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, IL 62706
INDIANA	Securities Commissioner Indiana Securities Division Room E 111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, MI 48913
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 296-1600	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005-1495 (212) 416-8222	Secretary of State of New York One Commerce Plaza 99 Washington Ave., 6th Floor Albany, NY 12231-0001
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5th Floor Bismarck, ND 58505-0510 (701) 328-2910	North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5th Floor Bismarck, ND 58505-0510
RHODE ISLAND	Division of Securities Department of Business Registration 1511 Pontiac Avenue John O. Pastore Center, Building 69-1 Cranston, RI 02920	Director of Department of Business Registration 1511 Pontiac Avenue John O. Pastore Center, Building 69-1 Cranston, RI 02920

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of South Dakota Division of Insurance 124 S. Euclid, Suite 104 Pierre, SD 57501-3185
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, First Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 E. Main Street, First Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98504 (360) 902-8700	Administrator of Securities Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Commission of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-0448	Wisconsin Commissioner of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT F

STATE ADDENDA

RIDER TO STATE ADDENDUM
TO THE U.S. LAWNS® FRANCHISE DISCLOSURE DOCUMENT AND
U.S. LAWNS FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT
FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

This Rider to State Addendum to U.S. Lawns® Franchise Disclosure Document ("FDD"), U.S. Lawns Franchise Agreement and Area Development Agreement is entered into by and between U.S. Lawns, Inc., a Florida corporation with an address of 6700 Forum Drive, Suite 150, Orlando, Florida 32821 ("we" or "us") and _____ _____ ("you").

A. This Rider is being signed because you are a resident of one of the states listed in the heading of this Rider (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of one or more U.S. Lawns® business in the Applicable Franchise Registration State.

B. We and you have contemporaneously herewith entered into a Franchise Agreement and/or Area Development Agreement (each, the "Agreement") and wish to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. The following language is hereby added to the end of the FDD or the Agreement:

"No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

2. Except as provided in this Rider, the Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

IN WITNESS WHEREOF parties have executed this Rider on this ____ day of ____, 20__.

We:	**You:**
U.S. Lawns, Inc. a Florida corporation	_____
By:_____	
Its:_____	

ADDITIONAL DISCLOSURES TO THE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF CALIFORNIA

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement or area development agreement contains a provision that is inconsistent with the law, the law will control.

In California the highest interest rate permitted by law is 10%.

SPOUSAL RISK FACTOR – Spousal liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place bother your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

The Franchise Agreement, Area Development Agreement and Items 5 and 7 of the Disclosure Document are amended as follows: "The Department of Financial Protection and Innovation requires a financial assurance. Therefore, we have posted a surety bond which is on file with the California Department of Financial Protection and Innovation. A copy of the surety bond is attached as an exhibit to the California Additional Disclosures page."

The franchise agreement and area development agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec101 et seq.).

The franchise agreement contains a covenant not to compete which extends beyond termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement requires binding arbitration. The arbitration will occur at Orlando, Florida with the costs being borne by you. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the state of California.

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

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A

DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

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 §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

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

CALIFORNIA SURETY BOND

STATE OF CALIFORNIA – DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION

SURETY BOND

DFPI–31113 (Rev. 11-20)

BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION OF THE STATE OF CALIFORNIA

(Under Section 31113 of the Corporations Code)

Bond No: 9395548

KNOW ALL MEN BY THESE PRESENTS:

That we U.S. LAWNS, INC., as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation, created, organized and existing under and by virtue of the laws of the State of IL, as surety, are held and firmly bound unto the State of California for the use thereof, and for the use of any interested person or persons who may have a cause of action against the above-named principal of said bond under the provisions of the Law entitled "Franchise Investment Law," of the State of California, in the aggregate sum of One Hundred Thousand and no/100, lawful money of the United States of America, to be paid to the State of California, or to any person or persons, for the use and benefit aforesaid, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that—

WHEREAS, the above-named principal has made application to the Commissioner of Financial Protection and Innovation of the State of California for registration of franchises under and pursuant to the Franchise Investment Law, and desires to furnish a bond under the provisions of Section 31113 of the Corporations Code and Section 310.113.5 of Title 10, California Administrative Code in the penal sum above named, conditioned as herein set forth; and

WHEREAS, Section 31113 of the Corporations Code requires that this bond be conditioned upon the discharge by the franchisor of its (his) obligations under the franchise contract to provide real estate, improvements, equipment, inventory, training and other items included in the offering of franchises;

NOW, THEREFORE, If the said principal and any and all agents and employees representing said principal shall faithfully conform to and abide by the provisions of the Law entitled "Franchise Investment Law," and of all rules and regulations made by the Commissioner of Financial Protection and Innovation thereunder, and further shall pay to the State, and to such person or persons, any and all amounts which may become due or owing to the State or to such person or persons, from said principal under and by virtue of the provisions of said Law, then this obligation is to be void, otherwise to remain in full force and effect.

This bond is subject to the following provisions:

1. That any person who sustains an injury covered by this bond, may, in addition to any other remedy that he may have, bring an action in his own name upon this bond for the recovery of any damage sustained by him.

2. That the total aggregate liability of the sureties herein for all claims which may arise under this bond shall be limited to the payment of **One Hundred Thousand and no/100**.

3. That the surety or sureties may cancel this bond and be relieved of further liability hereunder by delivering thirty days' written notice to the Commissioner of Financial Protection and Innovation of the State of California; however, such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty-day period.

4. That this bond shall remain in force and effect until the surety or sureties are released from liability by said Commissioner or until the bond is canceled by said surety or sureties.

5. That the effective date of this bond shall be **01/17/2022**.

IN WITNESS WHEREOF, The seal and signature of the said principal is hereto affixed and the corporate seal and the name of said surety is hereto affixed and attested by its duly authorized officers at **Irvine**, California, this **9th** day of **March**, **2022**.

U.S. LAWNS, INC.

Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety **Rosa E. Rivas, Attorney-in-Fact**

See attached CA All-Purpose Acknowledgment

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Florida)
County of Orange)

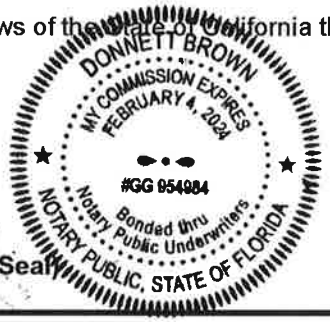
On _____ before me, Kenneth L. Hutcheson, President
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 03/09/2022 before me Tracy Aston, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

TRACY ASTON
Notary Public - California
Los Angeles County
Commission # 2285552
My Comm. Expires May 15, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of March, 2022.

Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of March, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF

ILLINOIS

The Franchise Agreement, Area Development Agreement and the Disclosure Document are hereby amended to the effect that in the State of Illinois, Illinois law, jurisdiction, and venue shall apply.

The Franchise Agreement, Area Development Agreement and Items 5 and 7 of the Disclosure Document are amended as follows:

> Due to the financial condition of the Franchisor, the Illinois Attorney General has required a financial assurance. Therefore, we have posted a surety bond which is on file with the Illinois Attorney General. A copy of the surety bond is attached as an exhibit to this Illinois Additional Disclosures page.

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

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

_____ _____

Franchisor Date

_____ _____

Franchisee Date

ILLINOIS SURETY BOND

SURETY BOND
Appendix E

Bond Number: 024250565

We, U.S. Lawns, Inc. (name of franchisor), a corporation with principal offices at 6700 Forum Drive, Suite 150, Orlando, FL 32821 (address of franchisor), as principal, and Liberty Mutual Insurance Company (name of surety company), a surety company with principal offices located at 175 Berkely Street, Boston, MA 02117 (address of Surety) incorporated under the laws of the State of MA and authorized to conduct business in the State of Illinois, as Surety, are indebted to the Administrator, Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706, Obligee in the sum of $74,000.00 to be paid to the Obligee or its legal representatives, successors, or assigns, for which payment we bind ourselves and our legal representatives and successors, jointly and severally.

WHEREAS, the above-named principal has made application to the Administrator for registration of the offer of its franchises under the Illinois Franchise Disclosure Act and is required pursuant to said law to provide the Administrator with a Surety Bond.

WHEREAS, the Principal proposes to offer in Illinois One (1) franchise(s) within one year from the effective date of the proposed registration under the Illinois Franchise Disclosure Act; and

WHEREAS, the Obligee intends to assign this bond to the respective purchaser(s) of the aforementioned franchise(s) upon sale of the aforementioned franchise(s) to said purchaser(s).

The conditions of this bond are that if the Principal, its agent or employees shall:

1. Comply with the Illinois Franchise Disclosure Act and all rules and orders promulgated thereunder; and

2. Pay all damages suffered by any person by reason of the violation of the Illinois Franchise Disclosure Act or any rules or orders promulgated thereunder or any acts, rules or orders amendatory thereof and/or supplementary thereto, or hereafter enacted, or by reason of any misrepresentation, deceit, fraud or omission to state a material fact necessary in order to make any statement made in the light of the circumstances under which such statement was made, not misleading, including, but not limited to, the failure to disclose, as required by Illinois Franchise Disclosure Act and the rules and regulations promulgated thereunder, the true financial condition of franchisor; and

3. Fully completes its obligations under the Franchise Agreement and all related Agreements to provide real estate, improvements, equipment, inventory, training and other items included in the franchise offering, then this obligation shall be void; otherwise this obligation will remain in full force and effect.

This bond and obligation hereunder shall be deemed to run continuously and shall remain in full force and effect for four full year after the date of execution of this document.

In the event that any action or proceeding is initiated with respect to this bond, the parties agree that the venue thereof shall be the state or province in which the offer or sale of the franchise occurred.

IN WITNESS WHEREOF, Principal and Surety have executed this instrument at Weld, CO _____ this 28th _____ day of January _____, 2021 .

U.S. Lawns, Inc.

_____

Principal

Liberty Mutual Insurance Company

_____

Surety *Simone Gerhard, Attorney-In-Fact*

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF

INDIANA

We must comply with Indiana Code (23-2-2.7-1(4) and (23-2-2.7-2(6) which set limitations on third party suppliers.

You may not be required to indemnify us for liability when caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF

MARYLAND

The Page "**Special Risks to Consider About *This* Franchise**" of the Disclosure Document is amended as follows:

> **Guarantee Performance by the Transferee**. The Franchisor has the right to require the Franchisee to guarantee performance by the transferee as a condition of the Franchisor's approval of a transfer of this franchise to a third party.

The Franchise Agreement, Area Development Agreement and Items 5 and 7 of the Disclosure Document are amended as follows:

> Due to the financial condition of the Franchisor, the Maryland Securities Commissioner has required a financial assurance. Therefore, we have posted a surety bond which is on file with the Maryland Securities Division. A copy of the surety bond is attached as an exhibit to this Maryland Additional Disclosures page.

Item 15 of the Disclosure Document is amended as follows:

> A franchisee's spouse is not required to sign a personal guarantee unless the spouse has an ownership interest in the franchise.

The Franchise Agreement, Area Development Agreement and Item 17 of the Disclosure Document are amended as follows:

> Any claims arising under the Maryland Franchise Registration & Disclosure Law must be brought within 3 years after the grant of this Franchise.
>
> All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
>
> The provision in the franchise agreement (and in the area development agreement, if applicable) which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11U.S.C. Section 101 et seq.)
>
> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The Franchisor has the right to require the Franchisee to guarantee performance by the transferee as a condition of the Franchisor's approval of a transfer of this franchise to a third party.

FRANCHISOR:	Franchise Owner:
U.S. LAWNS, INC.	
_____	_____

_____
Date

MARYLAND SURETY BOND

VERIFICATION OF BOND IN FORCE
Form SB-3

Type of Bond: License/Permit Bond

Name of Principal: U.S. LAWNS

Obligee: STATE OF MARYLAND

Carrier: SAFECO INSURANCE COMPANY OF AMERICA

Bond Number: 6207870

Effective Date: May 21, 2021

Limit: $ 71,000.00

Premium: $ 800.00

This Bond is continuous with no definite expiration date. Sufficient Premium has been paid to satisfy the requirements of the Carrier for this bond to May 21, 2024.

SAFECO INSURANCE COMPANY OF AMERICA

By: Tracy Aston

Tracy Aston Attorney in Fact

Date: 5/24/2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

MAY 24 2022

On _____ before me, R. Rivas, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

R. RIVAS
Notary Public - California
Orange County
Commission # 2315435
My Comm. Expires Dec 13, 2023

Signature _____
Signature of Notary Public

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

Certificate No: **8208006-024029**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, that First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Meghan Hanes, Rosa E. Rivas, Samantha Russell, Tracy Aston

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of May, 2022.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of MAY 24 2022

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF MINNESOTA

1. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

3. In compliance with Minnesota Stat. Sec. 80C.12 Subd. 1(g) and notwithstanding any provision in our Franchise License Agreement, we agree that we will, and you will permit us to, protect your rights to use the trademarks, service marks, trade names logo types or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or damage regarding the use of our name.

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF

NEW YORK

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

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

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise,

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

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

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

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

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

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

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

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

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

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

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum",** and Item 17(w), titled **"Choice of law":**

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF THE STATE OF

NORTH DAKOTA

This addendum to the Franchise Agreement and Area Development Agreement, as applicable, is agreed to this _____ day of _____, between _____ (Franchisor) and _____, (Franchisee) to amend and revise said Franchise Agreement as follows:

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

(1) Restrictive Covenants: Franchise offering circulars which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute. Therefore, Item 17(r) of the Disclosure Document and Section 10 of the Franchise Agreement are amended to state that Covenants not to compete such as those mentioned herein are generally considered unenforceable in the State of North Dakota.

(2) Site of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business. Item 17(u) of the Disclosure Document and Section 11 of the Franchise Agreement are amended to provide the site of arbitration or mediation be agreeable to all parties.

(3) Restrictions on Forum: Regarding North Dakota franchisees to consent to jurisdiction of courts outside of North Dakota. Item 17(v) of the Disclosure Document and the Franchise Agreement or Area Development Agreement, as applicable, are amended to state that franchisees are not required to consent to jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties. Therefore, Item 17(i) of the Disclosure Document and Section 13 of the Franchise Agreement are amended to delete the provision requiring the franchisee to consent to termination or liquidated damages.

(5) Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota. Item 17(w) of the Disclosure Document and the Franchise Agreement (and Area Development Agreement, as applicable), are therefore amended to delete the provision requiring governance by the state of Florida.

(6) Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury. Therefore, the Franchise Agreement (and Area Development Agreement, as applicable), and the Disclosure Document, are amended to delete any provisions requiring the franchisee to consent to a waiver of trial by jury.

(7) Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages. Therefore, Section 23 of the Franchise Agreement

(and Section 10.L of the Area Development Agreement, as applicable) is amended to delete the requirement that the franchisee consent to a waiver of exemplary and punitive damages.

(8) Requirement to sign a general release upon renewal of Agreement. Therefore, Item 17(c) of the Disclosure Document and Section 10.D.6 of the Franchise Agreement are amended to delete the provision requiring the franchisee to sign a general release upon renewal of the Agreement.

Section 13.C of the Franchise Agreement and Section 8.H of the Area Development Agreement, as applicable, is amended to state that the stature of limitations under North Dakota Law will apply.

Section 11.D of the Franchise Agreement is amended to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement (and Area Development Agreement, as applicable) or Exhibits or Attachments thereto, the terms of this Addendum shall govern.

In witness thereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the _____ day of _____, 20 ____.

_____
(NAME OF FRANCHISOR)
BY: _____
Authorized Officer, Franchisor

FRANCHISEE:_____

BY: _____

ITS:_____

VIRGINIA FRANCHISE DISCLOSURE DOCUMENT ADDENDUM

Items 5 and 7 of the Disclosure Document are amended as follows:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and/or the development agreement.

VIRGINIA FRANCHISE AGREEMENT ADDENDUM

Section 8.A of the Franchise Agreement is amended as follows:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

Franchisor	Date
Franchisee	Date

VIRGINIA AREA DEVELOPMENT AGREEMENT ADDENDUM

Section 3 of the Area Development Agreement is amended as follows:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the development fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the development agreement.

Franchisor	Date
Franchisee	Date

WASHINGTON FRANCHISE DISCLOSURE DOCUMENT ADDENDUM

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

A surety bond in the amount of $100,000 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

WASHINGTON FRANCHISE AGREEMENT ADDENDUM

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

A surety bond in the amount of $100,000 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the

franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this ____ day of _____, 20__.

FRANCHISOR: U.S. LAWNS, INC.	Prospective Franchisee:
_____	_____

WASHINGTON AREA DEVELOPMENT AGREEMENT ADDENDUM

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

RCW 19.100.180 may supersede the area development agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the area development agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the area development agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the area development agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the area development agreement or elsewhere are void and unenforceable in Washington.

A surety bond in the amount of $100,000 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all

Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this ____ day of _____, 20__.

FRANCHISOR:	Prospective Area Developer:
U.S. LAWNS, INC.	
_____	_____

WASHINGTON SURETY BOND

Washington State Department of Transportation

Individual Bond for Franchise and Permit

Bond No. 9395523

KNOW ALL MEN BY THESE PRESENTS: That we, U.S. LAWNS, INC.

of 6700 Forum Dr., Ste 150, Orlando, FL 32821 County Orange as Principal, and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND , lawfully doing business in the State of Washington, as Surety, are held and firmly bound unto the State of Washington, for the benefit of any interested person, in the sum of One Hundred thousand dollars, to be paid to the State of Washington for the use and benefit of any interested person, for which sum well and truly to be paid, said Principle and Surety jointly and severally bind themselves, heirs, executors, administrators, and assigns, firmly by these presents:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT,

WHEREAS, the above Principal in pursuance of its operations has filed with the Washington State Department of Transportation, under the provisions of Chapter 47.50 RCW and/or Chapter 47.32 RCW and/or Chapter 47.44 RCW and amendments thereto, application for a Permit or Franchise to construct, operate, and maintain its facilities along, under, and across various highways under jurisdiction of the Washington State Department of Transportation.

WHEREAS, the Washington State Department of Transportation, has agreed to allow the Principal to construct these facilities under the provisions of the Permit or Franchise number 70012380

NOW, THEREFORE, the condition of this obligation is such that if all the conditions and requirements of said permits and franchises, including but not limited to performance of the subject work and the proper restoration of slopes, slope treatment, right of way, topsoil, landscape treatment, drainage facilities, and cleanup of right of way, are complied with according to the terms contained in said Permits and Franchises by said Principal, through a period in accordance with Chapter 468.34.020(3) WAC and upon receipt of a written discharge from the State, then this obligation shall become null and void; otherwise, this bond to remain in full force and effect.

PROVIDED, HOWEVER, UPON THE FOLLOWING EXPRESS CONDITIONS that the Surety shall have the right to withdraw as Surety heron, by giving the Principal and the Washington State Department of Transportation thirty (30) days written notice of such withdrawal, but the Surety shall not be discharged from any liability incurred or accrued prior to said date of termination.

WITNESS our hands and seals this 11th day of February , 2022

NOTE: Below the signatures type or print the name and title of the Parties executing this bond

Principal: U.S. LAWNS, INC.

Address: 6700 Forum Dr., Ste 150, Orlando, FL 32821

Telephone: 407-246-1630

By: [signature]

Title: President

Correspondence regarding this bond should be mailed to:
WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Region: _____

Address: _____

Surety: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Address: 1299 Zurich Way, Schaumburg IL 60196

Telephone: 213-270-0642

By: _____

Title: _____

Date: _____

By: [signature]

Title: Tracy Aston, Attorney-in-Fact

DOT Form 224-048
Revised 10/2016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On FEB 11 2022 before me, Meghan Hanes, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

FEB 11 2022

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of March, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXHIBIT G

TABLE OF CONTENTS OF OPERATIONS MANUAL

U.S. LAWNS
OPERATIONS MANUAL

TABLE OF CONTENTS
(Tab Labels)

1. Introduction (1 Page)
2. About Your Franchise (1 Page)
3. Management Policy (6 Pages)
4. Summary of Franchisee Obligations (2 Pages)
5. Summary of Franchisor Services (1 Page)
6. U.S. Lawns Concept (2 Pages)
7. The Organization (2 Pages)
8. Our Image (4 Pages)
9. Landscape Maintenance Industry (3 Pages)
10. Consumer Guide to Landscape Maintenance (11 Pages)
11. Field Operations (10 Pages)
12. Hiring Techniques (8 Pages)
13. Horticulture Practices Manual (20 Pages)
14. QuickBooks (9 Pages)
15. Risk Management (8 Pages)

EXHIBIT H

SAMPLE RELEASE

SAMPLE
RELEASE OF CLAIMS

For and in consideration of the Agreements and covenants described below, U.S. Lawns, Inc. ("Franchisor") and _____ ("Franchisee") enter into this Release of Claims ("Agreement").

RECITALS

A. Franchisor and Franchisee entered into a U.S. Lawns Franchise Agreement dated _____, ____.

B. [NOTE: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Franchisor and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration**. [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims by Franchisor.** Except as noted in this Section 4, and subject to your compliance with the terms and conditions of this Agreement, including the payment of $_____ to Franchisor, Franchisor, for itself, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "Franchisor Parties"), hereby release and forever discharge Franchisee, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Franchise Agreement (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisor Parties do not release the Franchisee Parties from any obligations arising by virtue of this Agreement and the Franchisee Parties' failure to comply with those obligations. Further, the Franchisor Parties do not release the Franchisee Parties from any Claims related to Franchisee's (i) indemnification obligations under Section ___ of the Franchise Agreement, (ii) non-disclosure obligations under Section ___ of the Franchise Agreement, and (iii) post-termination non-compete obligations under Section __ of the Franchise Agreement, each of which remain in full force and effect and are incorporated by reference in this Agreement.

5. **Release of Claims by Franchisee.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Franchisee Parties release and forever discharge the Franchisor Parties of and from any and all Claims, for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisee Parties do not release the Franchisor Parties from any obligations arising by virtue of this Agreement and the Franchisor Parties' failure to comply with those obligations. Further, the Franchisee Parties and the Franchisor Parties acknowledge that the release set forth in this Section 5 does not release the Franchisor Parties from any liability under the Maryland Franchise Registration and Disclosure Law.

6. **Acknowledgement.** The releases of Claims set forth in Section 4 and Section 5 are intended by the Franchisor Parties and the Franchisee Parties (collectively, the "Parties") to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Parties against the other Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Parties further acknowledge and agree that no violation of this Agreement shall void the releases set forth in this Agreement.

7. **Reservation of Claims Against Non-Settling Parties.** Franchisor and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

9. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

10. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the law of the state of _____.

11. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

Dated: _____ U.S. LAWNS, INC.

By_____

Its_____

Dated: _____ FRANCHISEE:_____

By_____

EXHIBIT I

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

This 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]
Hawaii	[PENDING]
Illinois	[PENDING]
Indiana	[PENDING]
Maryland	[PENDING]
Michigan	[PENDING]
Minnesota	[PENDING]
New York	[PENDING]
North Dakota	[PENDING]
Rhode Island	[PENDING]
South Dakota	[PENDING]
Virginia	[PENDING]
Washington	[PENDING]
Wisconsin	[PENDING]

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J

RECEIPT PAGES

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If U.S. Lawns, Inc. offers you a franchise, U.S. Lawns, Inc. must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under New York law, if applicable, we must provide this Disclosure Document to you at your first personal meeting or at least 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Iowa or Michigan law, if applicable, we must provide this Disclosure Document to you at least 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If U.S. Lawns, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is: David Wells, U.S. Lawns, Inc., 6700 Forum Drive, Suite 150, Orlando, Florida 32821, telephone (407) 246-1630 and _____

_____

Issuance Date: January 17, 2023

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Disclosure Document with effective date of January 17, 2023 (see state effective dates on State Cover page) that included the following Exhibits:

A. Financial Statements
B. Franchise Agreement (including Schedules, Personal Guarantee and Acknowledgement Addendum)
C. Area Development Agreement
D. List of Current and Former Franchisees
E. List of State Administrators and Agents for Service of Process
F. State Addenda
G. Table of Contents of Operations Manual
H. Sample Release
I. State Effective Dates
J. Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Pam Dolan, U.S. Lawns, Inc., 6700 Forum Drive, Suite 150, Orlando, Florida 32821.

Prospective Franchisee's Copy

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If U.S. Lawns, Inc. offers you a franchise, U.S. Lawns, Inc. must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under New York law, if applicable, we must provide this Disclosure Document to you at your first personal meeting or at least 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Iowa or Michigan law, if applicable, we must provide this Disclosure Document to you at least 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If U.S. Lawns, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is: David Wells, U.S. Lawns, Inc., 6700 Forum Drive, Suite 150, Orlando, Florida 32821, telephone (407) 246-1630 and _____

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Franchisor's Copy