

Special Risks to Consider About *This* Franchise

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

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

2. **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.

3. **Supplier Control:** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your 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.

This new approach, based on the percentage of gross sales, is described in Item 6 of this FDD.

In 2023, Weed Man and its sub-franchisors offered to all existing franchisees in the Weed Man system the optional opportunity to convert to the new form of franchise agreement, and about 95% of the system accepted the proposed conversion. Approximately 5% declined to convert their franchise agreements and those franchise agreements remain in effect. In addition, for administrative purposes, in many instances the parties agreed to merge multiple franchise agreements if they were held by the same franchisee and the multiple agreements had adjacent territories. All newly converted franchise agreements signed during 2023 went into effect on January 1, 2024.

At the time of conversion on January 1, 2024, the franchisor consolidated many of the outstanding contracts in the WEED MAN system in the US and some new contracts expanded into new additional territories.

We merged with many of our sub-franchisors effective January 1, 2025. We are now 82.6% owned by our parent corporation #1051080 Ontario Inc that operates Weed Man franchises in Canada. The remaining ownership of Turf Holdings Inc. is by former sub-franchisor organizations. Our corporate parent's address is 80 Auto Mall Drive Scarborough, Ontario, M1B 5N5. Except as noted in this Item 1, we have no other parents, affiliates or predecessors.

One of the sub-franchisors that merged into THI was Tara Holdings LLC, which was licensed by THI to offer WEED MAN franchises in Maryland and Virginia for many years. Tara Holdings, LLC ceased offering WEED MAN franchises as of January 1, 2025.

We are under common ownership with another subsidiary of our parent corporation #1051080 Ontario Inc. operating under the name Robotic Smart Solutions Inc. Robotic Smart Solutions Inc. is the franchisor of the TurfBot robotic lawn mowing system. The TurfBot system offering began in December 2021, and its principal address is 9 Cobble Dick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA. As of the date of this franchise disclosure document Robotic Smart Solutions Inc. has a total of 1 operating TurfBot franchise in the US.

The Weed Man System stresses quality of products used, prompt and courteous customer service, and guaranteed results. It includes a uniform business format and the use of standardized signs, equipment and advertising. The System is identified by the service mark **Weed Man** and certain other service marks we designate for use with the System. TH Canada or we may also designate other trademarks or service marks for use in identifying the System. All of these identifying marks are referred to as the "Marks".

Under our agreement with TH Canada (the "Master License Agreement"), we have the exclusive right throughout the United States to use and to license others to use the System in the operation of WEED MAN businesses.

6. You must purchase the WEMMS.net computer software package from a third-party provider chosen by us. The current cost for your first year of operation is \$4,635, which includes the cost of the software and first year support for the Single User system.

In each subsequent year of operation, the cost of support for this computer software will be calculated at 0.65% of the previous year's gross sales with a minimum cost of \$1200/year. For example, with sales of \$1,000,000 in any year after the first year, the cost of support for the following calendar year will be \$6,500 ($\$1,000,000 \times 0.65\%$) payable in 12 monthly payments of \$541.67 per month. If the level of sales comes in at \$150,000 the calculation comes to \$975, which is below the \$1,200/year minimum. In that case the cost of support will be \$1,200 payable in 12 monthly payments of \$100 per month.

The cost of QuickBooks software you will need for your business is estimated at \$115.

The cost of purchasing the computer software package is not refundable. See Item 11 for a more detailed discussion of this purchasing requirement.

We estimate the costs of the computer system hardware to be approximately \$1,500.

7. These expenses include utility deposits, business licenses, security deposits and incorporation fees. This range does not include the cost of insurance (Footnote 9, below; see also the description of required insurance in Item 8 of this Franchise Disclosure Document).

8. This item estimates your initial startup expenses for a 3-month period and includes administration and selling expenses during this period. We estimate these expenses to range from a low of \$25,000 to a high of \$30,000. These expenses include payroll costs, but do not include any draw or salary for you. It also does include lease payments but not debt service. ~~These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors like how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the initial period and whether you perform the services personally.~~

9. You should anticipate your insurance premium costs to be approximately \$3,000 in the first three months of your business. You will find a detailed description of required insurance in Item 8 of this Franchise Disclosure Document. Depending on the location of your business, and the costs of insurance in your local market, the annual insurance premiums for your business will likely range from \$4,000 to \$8,000. This insurance premium is usually paid monthly during the lawn treatment season and will begin in approximately March of each year.

10. We relied on our years of experience in this business to compile these estimates. ~~You should review these figures carefully with a business advisor before making any decision to purchase the franchise.~~ We offer financing for part of the initial investment, as

- A. Commercial General Liability including Products Liability and Completed Operations including Herbicide/Pesticide Applicators endorsement. Annual Aggregate Limit – \$ 2,000,000. per Occurrence Limit - \$1,000,000 annual. Coverage must be on an “occurrence” basis. Deductibles (if any) will be structured on a “per occurrence” basis.
- B. All risk or special property insurance covering all real and personal property and equipment on replacement cost basis including business interruption and extra expense insurance.
- C. Commercial Automobile Liability coverage for any owned, leased, hired or borrowed automobile, including Spill Clean-up coverage, with a minimum limit of liability of \$1,000,000 per occurrence. Bodily injury and Property Damage limits should be no less than \$1,000,000 for any one occurrence.
- D. Uninsured and Underinsured Motorists Protection, Medical Payments, and Statutory No-Fault coverage subject to the licensee’s state minimum must also be purchased.
- E. Turf Holdings Inc. and Licensor, if applicable, and its affiliates and their partners, officers, subsidiaries, affiliates, shareholders, directors, regional directors, agents and employees must be added as additional insured parties. The additional insured coverage must be provided on an Additional Insured Grantor of Franchise Endorsement form CG2029 (or an endorsement form with comparable wording acceptable to us) be given a 30-day written notice of cancellation or notice of non-renewal by all insurers providing coverage for those types of coverage required above or by statute.
- F. Workers compensation insurance or employer’s liability insurance.
- G. Excess/Umbrella is generally purchased as a complement to the policies listed in this section, depending on the limits of coverage of the other policies. We recommend \$1,000,000 limit or higher.
- H. Contractor’s professional liability including pollution limit or state minimums. This coverage is often included by means of the endorsements from the Commercial General Liability Policy.
- I. Employment practices liability will be included, depending on the employer’s protections afforded by your state’s laws.

Miscellaneous.

The uniforms, supplies, reports and other items used in the operation of the Business may be subject to our specifications. These items may be purchased from us or from other approved supplier(s).

In addition, the operation of the Business requires compliance with laws and governmental regulations relating to licensing and certification of Business personnel and may require that you secure and maintain in force licenses, permits and certificates. Compliance with these regulations, and with all applicable laws, regulations and ordinances, is your responsibility and may necessitate expenditures by you.

described in Item 10. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. The estimate does not include any finance charge, interest or debt service obligation.

11. None of the expenditures outlined in this table is refundable.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The franchisor or its affiliates may derive revenue or other material consideration from required purchases of franchisees.

You must purchase the following items from our approved suppliers:

1. A software package was created for THI and TH Canada for use in your approved computer system. The current one-time cost of the required Single User Windows based system consisting of WEMMS.NET software is \$4,635, which includes the cost of the software, the prospect file installation, API set-up and the first year of support.

You must purchase this computer software from a third-party provider chosen by us. The current cost for your first year of operation is \$4,635, which includes the cost of the software and first year support for the Single User system. In each subsequent year of operation, the cost of support for this computer software will be calculated at 0.65% of the previous year's gross sales with a minimum cost of \$1,200 per year. (See below.) The cost of purchasing the computer software package is not refundable. See Item 11 for a more detailed discussion of this purchasing requirement.

In each year of operation after the first year, the cost of support for this computer software will be calculated at 0.65% of the previous year's gross sales with a minimum cost of \$1200/year. For example, with sales of \$1,000,000 in any year after the first year, the cost of support for the following calendar year will be \$6,500 ($\$1,000,000 \times 0.65\%$) payable in 12 monthly payments of \$541.67 per month. If the level of sales comes in at \$150,000 the calculation comes to \$975, which is below the \$1,200/year minimum. In that case the cost of support will be \$1,200 payable in 12 monthly payments of \$100 per month.

2. A spray and truck package as described in Items 5 and 7 at an approximate cost of \$1,000 - \$1,500 per month which does not include a \$810 deposit for the spray system which is refunded after delivery of the system.

We estimate these required purchases and leases will represent approximately 6% of all purchases and leases by you of goods and services in establishing the business; and 25% of all purchases and leases when~~and~~ operating the franchise.

So long as you are not in default under the Franchise Agreement, neither Licensor, TH Canada or their respective designees will operate, or license anyone else to operate, a business providing lawn fertilizer or weed control services anywhere within the Territory. This restriction does not apply to mosquito and perimeter pest control services, and that currently, or at any time in the future, Licensor, TH Canada or their respective designees may establish and operate a pest control business under a brand other than WEED MAN which provides mosquito and perimeter pest control services within the Territory. Licensor, TH Canada or their designees have the full right to establish and operate a mosquito and perimeter pest control service under a different brand, even though it may compete directly with the mosquito and perimeter pest control services you are licensed to provide under the Franchise Agreement.

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

Except for the restriction described above, Licensor, TH Canada and their designees have the absolute right to conduct whatever business they wish anywhere within the Territory or elsewhere in the United States. This includes our reserved right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within your Territory either under the WEED MAN trademark licensed by the franchise agreement or different trademarks, although we have no plans to engage these other channels of distribution. We are not required to pay you any compensation for soliciting or accepting orders from within your Territory. We do not currently use any other channels of distribution to sell WEED MAN products and services within the territories of our franchisees. Except as noted above, neither we nor any of our affiliates currently operates or franchises, nor have any plans to operate or franchise, businesses under a different trademark that sells goods or services similar to the lawn fertilizer or weed control services you will offer in your WEED MAN business. We have no plans to establish other franchises or company-owned lawn care business or use another channel of distribution selling or leasing lawn fertilizer or weed control services under a different trademark.

You do not have the right to operate outside of your Territory, serve customers located outside of your Territory, or use other channels of distribution for WEED MAN products and services, such as the Internet, catalog sales, telemarketing, or other direct marketing without our express written permission. Any advertising on the Internet, for instance, must take place using our websites.

You do not receive an option, right of first refusal, or similar right to acquire additional franchises within your area. Continuation of your territorial exclusivity does not depend on meeting any sales volume, market penetration, or other contingency. You will maintain your rights to your area even though the population increases if you are not in default under the Franchise Agreement. There are no other circumstances that would allow us to modify your territorial rights.

You may not move your Territory under any conditions. However, you may move your operational facilities to another location in the Territory at your option. We will ask only to be advised of the new location of your facilities so that vendors and services in our system will be available to you.

ITEM 13 TRADEMARKS

Under the Franchise Agreement, you may use the Marks for the operation of the Business. Our primary trademarks include the following, which were registered on the United States Patents and Trademark Office (“PTO”) Principal Register:

Mark	Registration Number	Dates of Registration
	1,125,439	September 25, 1979. Most recent renewal: April 4, 2019.
	6,330,469	April 20, 2021

All required affidavits of use and timely renewals have been filed.

There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringements, opposition or cancellation proceedings or material litigation, involving the Marks.

Except as described below, there are no agreements currently in effect which significantly limit our right to use or license the use of the Marks in any manner material to the franchise. We signed a Master Franchise Agreement with Turf Management Systems, Inc. dated July 5, 1995 granting us the rights to franchise the Weed Man franchise program in the continental United States and Hawaii. This Master Franchise Agreement was transferred to TH Canada on November 30, 2018. The Master Franchise Agreement has an initial term duration of 10 years and may be renewed for successive 10-year terms. Among the terms of the Master Franchise Agreement are requirements that we use the Marks in a manner approved by TH Canada. TH Canada has the right to inspect our use of the Marks, and the use of the Marks by you and other franchise owners in the US. Ownership of the Marks resides with TH Canada and we have agreed to notify TH Canada of any infringement of or challenge to the use of any of the Marks.

Under its terms, the Master Franchise Agreement may be terminated by TH Canada (a) if we go bankrupt or become insolvent; (b) if a receiver for our company is appointed; (c) if we cease operation of our business; (d) if we attempt to assign rights in the Master

affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

You may use certain confidential or proprietary materials for the advertising and sale of the Services under the Marks. Any information, knowledge, or know-how, drawings, materials, equipment, marketing, videotapes, and other data, which we designate as confidential will be deemed confidential for purposes of the Franchise Agreement.

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

While we recommend that you participate personally in the actual operation of the Business, you are not obligated by terms of the Franchise Agreement or other device or practice to do so. However, you (or if you are a legal or business entity a manager who has been approved by us) must successfully complete the training program described in Item 11. Under the Franchise Agreement you must designate an employee, approved by us, to act as the day-to-day manager of the Business. The manager you designate must complete our training program in accordance with the training standards and procedures we prescribe. The manager must devote full time and attention to the management and operation of your business, and must be on-site at your main business office at all times that the office is open for business, subject only to reasonable absences for illness, vacation, etc. See Section 3.6 of the Franchise Agreement. There are no other restrictions set forth in the Franchise Agreement that must be placed on the manager.

The Franchise Agreement allows a legal or business entity to purchase a franchise, but also requires the individual owners to serve as “guarantors and indemnifiers” of the entity’s obligations to the licensor under the Franchise Agreement. An individual owner, as well as that owner’s spouse and children, will be subject to the personal guaranty, non-competition, and confidentiality provisions summarized or cross-referenced in Items 9, 13, and 17 of this Disclosure Document.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Franchise Agreement prohibits you from using or selling any product or service not authorized and approved by us for use or sale by the Business, and you must follow our specifications and standards regarding the services you provide to customers. We have the right to change the types of authorized goods and services that you are required to offer. There are no limits on our rights to make these changes. The Franchise Agreement also prohibits the use of the Business or the office or warehouse from which it is operated for any purpose other than the operation of a Business.

The Business must, throughout the Territory and during the seasons specified periodically by us, offer every service and all services authorized by us for sale by the Businesses. The Business may elect to not offer those approved services that we designate

**TURF HOLDINGS INC.
FRANCHISE DISCLOSURE DOCUMENT
MARYLAND DISCLOSURE**

The following Maryland Disclosure is provided in compliance with the requirements of the Maryland Franchise Registration and Disclosure Law. This disclosure supplements the information contained in the corresponding sections of the franchise disclosure document. Any inconsistency with the information contained in the franchise disclosure document will be resolved in favor of this Maryland Disclosure.

**ITEM 5
INITIAL FRANCHISE FEE**

Based upon the franchise or financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

ITEM 17

**RENEWAL, TERMINATION, TRANSFER AND
DISPUTE RESOLUTION**

Renewal

The Franchisor has the right to require the Franchisee and its owner(s), to execute a mutual general release of all claims against the Franchisor and its officers, directors, employees and agents as a condition of renewal. The general release will exclude, however, any claims which the Franchisee or its owners may have which have arisen under the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Business Regulation Article, Title 14, Sections 14-201 through 14-233.

Termination by the Franchisor

The Franchise Agreement provides for termination upon the bankruptcy of the Franchisee. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Choice of Forum/ Choice of Law

The Franchisee may bring a lawsuit against the Franchisor in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Under the Maryland Franchise Registration and Disclosure Law a lawsuit must be brought within 3 years after the grant of the franchise.

Statement, Questionnaire, or Acknowledgment

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of a 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.

**AMENDMENT TO THE WEEDMAN
UNIT FRANCHISE AGREEMENT REQUIRED BY
THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Franchise Agreement (the “Agreement”) agree as follows:

1. Article 1, Paragraph 1.2 under the heading “Term and Renewal of Licensed Right” shall be deleted in its entirety, and the following Paragraph 1.2 shall be inserted in lieu thereof:

1.2 The Licensee shall have executed, at the time of such renewal, a general release of any claims it may have against the Licensor and the officers, directors, agents and employees of the licensor, in for and terms prescribed by the Licensor, excluding only such claims as the Franchisee or its owner(s) may have that have arisen under the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Business Regulation Article, Title 14, Sections 14-201 through 14-233.

2. Article 4, under the heading “Fees and Payments”, Paragraph 4.1 “Initial License Fee” shall be supplemented by the following new sentence, which shall be considered an integral part of the Agreement.

4.1 All initial fees payable to the franchisor before the business opens shall be deferred until the franchisor completes its pre-opening obligations.

~~32.~~ Article 7, Paragraph 7.2 under the heading “By Licensee” shall be deleted in its entirety, and the following Paragraph 7.2 shall be inserted in lieu thereof:

7.2 Licensee and Guarantors sign Licensor’s standard form of release, by which they fully release Licensor, Turf Management and their directors and officers from all claims, excluding only such claims as the Franchisee or its owner(s) may have that have arisen under the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Business Regulation Article, Title 14, Sections 14-201 through 14-233.

~~43.~~ Article 10, Paragraph 10.7 under the heading “Governing Law” shall be supplemented by the following sentence, which shall be considered an integral part of the Agreement:

10.7. Under the Maryland Franchise Registration and Disclosure Law, the franchisee may file suit in Maryland. Under the Maryland Franchise Registration and Disclosure Law a lawsuit must be brought within 3 years after the grant of the franchise.

54. The following new Article 11 shall be added to the Agreement:

Article 11: Statement, Questionnaire, or Acknowledgment

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of a 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.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of this ____ day of _____ 20__.

FRANCHISEE

By: _____

By: _____

Name/Title of Signatory

Name/Title of Signatory

ACCEPTANCE

Accepted on this ____ day of _____, 20__.

TURF HOLDINGS INC.

By _____

Title _____

5.2 Ownership and Use of Marks

Licensee acknowledges that TH Canada owns the Marks, and Licensee agrees not to represent that Licensee has any rights in the Marks except the right to use them as provided in this Agreement. Licensee agrees that all goodwill arising from Licensee's use of the Marks shall inure to and belong only to TH Canada. Licensee agrees never to engage in any conduct or practice which may tend to injure the goodwill of the business of TH Canada, the Licensor or any of their respective licensees. Licensee agrees never to directly or indirectly dispute or contest the validity or enforceability of the Marks, or to attempt to directly or indirectly depreciate the value of the goodwill associated with the Marks, or to counsel, procure or assist anyone else to do any of these things.

5.3 Infringement

Licensee shall immediately notify both TH Canada and Licensor of any infringement of the Marks by anyone else, which comes to Licensee's attention, or of any challenge to Licensee's use of the Marks. TH Canada shall have the absolute right to decide whether or not it or any of its licensees or sub-licensees (including Licensee) may take action against the infringed or may defend against the challenge, and the absolute right to control any litigation or proceeding relating to any of the Marks. If, because of any such infringement or challenge, Licensor or TH Canada deems it advisable for Licensee to modify or discontinue the use of any of the Marks or to use one or more additional or substitute trademarks, Licensee shall do so and Licensor shall reimburse Licensee for the actual expenses reasonably incurred by Licensee in replacing signs or other printed material used in the conduct of the Licensed Business which bear the Marks to be modified or discontinued. Licensee shall cooperate with and shall assist TH Canada, at TH Canada's expense, in prosecuting or defending any proceedings with respect to the Marks and shall execute such documents and do such other things, as TH Canada deems necessary to a successful prosecution or defense.

RESTRICTIVE COMPETITION COVENANTS

6.1 Confidential Information

Licensee and Guarantors acknowledge that from time to time Licensor will disclose to them confidential information and trade secrets belonging to Licensor or to TH Canada, including certain parts of the Manual. Licensee and Guarantors jointly and severally agree not to use these secrets or information except to operate Licensee's Business in accordance with this Agreement, and not to disclose these secrets or information to anyone else except as permitted below in this Section. Without limitation, Licensee and Guarantors shall not copy any part of the Manual or disclose anything in the Manual to anyone else, except to those of Licensee's employees who need such disclosure in order to perform their jobs. However, any disclosure of the Manual contents to Licensee's employees may only be made in circumstances that will continue to legally protect the confidentiality of the information disclosed. The restrictions described in this "Confidential Information" provision pertaining to Licensee and Guarantors will also apply to their spouses or children, and the Licensee's directors, officers and shareholders.

6.2 Non-Competition During Term

Licensee and Guarantors jointly and severally agree that for as long as the Licensed Right continues in effect none of them, nor their spouses or children, nor any of the Licensee's directors, officers or shareholders will directly or indirectly, in any manner or capacity whatever:

- (a) be engaged in, be concerned with or be interested in, or
- (b) advise, lend money to, guarantee the obligations of, or permit either of their names to be used by, any person who is engaged in, concerned with or interested in,

the development, operation, management or franchising of any business which derives more than 1% of its gross operating revenue from the provision of lawn care services, unless done pursuant to a license agreement with Licensor which is in good standing.

6.3 Post-Term Competition

Licensee and Guarantors acknowledge that the business reputations of TH Canada and of Licensor, the methods and techniques employed by them, the knowledge of the services offered and methods used by the System and the opportunities, associations and experiences established and acquired by Licensee and Guarantors under this Agreement are of considerable value. Therefore, if the Licensed Right expires or terminates for any reason, or if Licensee assigns his interests in this Agreement, Licensee and Guarantors jointly and severally agree that for the time set out below after such termination, expiration, or assignment none of them, nor their spouses or children, nor any of the Licensee's directors, officers or shareholders will directly or indirectly in any manner or capacity whatever:

- (c) be engaged in, be concerned with or be interested in, or
- (d) advise, lend money to, guarantee the obligations of, or permit its or his name to be used by, any person who is engaged in, concerned with or interested in,

the development, operation, management or franchising of any business which derives more than 1% of its gross operating revenue from the provision of lawn care services and, if that business is located within the Territory or within any other exclusive territory of any other Weed Man licensee, or within a fifty (50) mile radius of the Territory or any other exclusive territory of any other Weed Man licensee, unless done pursuant to a WEED MAN System license agreement that is in good standing.

Time Period: _____

Geographic Areas: _____

6.4 Solicitation of Customers

Licensee and Guarantors jointly and severally covenant that, for as long as the Licensed Right continues in effect and for a period of two years after expiration, termination, or assignment of the Licensed Right, none of them, nor their spouses or children, nor any of the Licensee's directors, officers or shareholders will attempt to obtain any unfair advantage over Licensor or TH Canada, or any of their respective licensees, by diverting or attempting to divert any business of or any customer of the Licensed Business to any other competitive business, by direct or indirect inducement or otherwise.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgment.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Referral Compensation. Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington state.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

Signature of Franchisor Representative

Title of Franchisee Representative

Title of Franchisor Representative

Signature of Franchisee Representative
