

Type of Fee	Amount	Due Date	Remarks
<i>Secondary Fees</i>			
Transfer Fee (Note 6)	If you arrange the buyer, the transfer fee is the greater amount of \$10,000 or 20% of our then-current initial franchise fee. If we arrange the buyer, the transfer fee is the greater amount of \$15,000 or 30% of our then-current initial franchise fee.	Upon application for transfer	We must approve any transferee. If the transfer does not occur or we do not approve the transfer, we will refund the fee less our expenses associated with our review.
Audit	Cost and expenses	As incurred	Payable only if audit shows an under-statement of at least 2% of gross revenue for any month.
Insufficient Funds	\$50 per violation plus any fee charged to us for uncollected funds	As incurred	Failure to have sufficient funds available for payment to us.
Successor Franchise Fee	The greater of \$10,000 or 20% of our then-current initial franchise fee.	Upon executing the then-current successor Franchise Agreement	
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Lawn Care Business
Cost of Enforcement or Defense	All costs including accounting and attorneys' fees	Upon settlement or conclusion of claim or action	You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement
Interest	18% per year or highest rate allowed by law	As incurred	Begins to accrue after any payments are due and unpaid
Seminars, Conventions or Programs	Our then-current fee (between \$500 to \$750) per person, plus the actual cost of materials (if any).	Monthly and as incurred	We reserve the right to conduct required periodic meetings of all franchisees. Currently, attendance at the annual convention is required. We may collect the annual convention fee on a monthly basis or in any other manner or frequency we determine. You must also pay your own costs and expenses, as well as the costs and expenses your Designated Business Manager and employees incur in attending these meetings.
Third Party Supplier Charges	Your share of any charges billed to us on behalf of your business.	As incurred	Sometimes it may be in the best interest of the CANOPY® brand for suppliers to bill us a network-wide charge for a product or service. We will then divide the invoice among our franchisees and charge you for your share.
Refurbishing Reimbursement	Varies <u>Costs and expenses plus 15% administrative fee</u>	Upon demand	If we must undertake any refurbishing work on your behalf, you will pay us our costs and expenses and an administrative fee of 15% for the total aggregate amount incurred by us. Additional late fees and interest will apply to any late payment of reimbursement.
Attorneys' Fees and Costs, and Arbitration	Varies	As incurred	The prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with any action at law, and interest on such expenses.
Management Fee	10% of Gross Revenues plus costs and expenses	Upon demand	Only payable in the event we must temporarily operate your franchise due to death, disability, etc. The Management Fee would be paid in addition to royalties, Brand Fund contributions and any other

Type of Fee	Amount	Due Date	Remarks
			fees due to us.
Supplemental or Refresher Training	Then-current fee <u>(up to \$1,000 per person)</u>	As incurred	Payable if we require you to attend any additional or supplemental training programs. We do not pay any travel expenses, lodging, meals, ground transportation or other personal expenses.
Early Termination Fee	An amount equal to 24 times the average monthly Royalty fees payable to Franchisor over (i) the last 12 months of the Franchised Business's active operations, or (ii) the entire period the Franchised Business has been open for business, whichever is the shorter period.	Within 30 days of the early termination date	We may require you to pay us an early termination fee in the event the Franchise Agreement is terminated prior to its natural expiration date.
Post-Termination or Post-Expiration Expenses	Costs and expenses	As incurred	You must pay all costs and expenses related to de-identifying the Lawn Care Business or otherwise complying with your post-termination or post-expiration obligations.
Fines	Up to \$1,000 per infraction	As incurred	Failure to operate in accordance with operating standards.
Unreported or Unrecorded Sale Fine	2% of the unrecorded or unreported sale if you report within 30 days of billing the customer (plus the regular Royalty Fee due on the sale) 100% of the unrecorded or unreported sale if you do not report within 30 days of billing the customer. Additionally, any audit expenses.	Upon demand	There is a penalty for failing to report or record a sale using the designated systems.
Data Inspections and Reimbursement	Varies <u>Costs and expenses</u>	Upon demand	If you violate the required data privacy and security obligations under the Franchise Agreement, we reserve the right to charge you our costs and expenses to inspect your business. Additionally, you are responsible for our costs and expenses that arise from your non-compliance or a security breach caused by you or your personnel.
Legal Fees	Varies	Upon Demand	If we incur legal expenses while providing assistance to you in legal compliance or negotiation circumstances, we may require you to reimburse us for the legal expenses we incur.
Quality Control Review Services	Costs and expenses	As incurred	If we implement a quality control program, you will pay your share of the costs and expenses of the program.

Notes:

Except as noted above, these fees are uniformly imposed and payable to us or our affiliates. All fees paid to us or our affiliates are non-refundable under any circumstances once paid. Fees paid to vendors or other suppliers may or may not be refundable depending on your vendors and suppliers. We reserve the right to require you to pay fees and other amounts due to us via electronic funds transfer or other similar

Our training program generally consists of the following topics:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Marketing	6	0	Virtual
Virtual – Sales	6	0	Virtual
Technology	6	0	Virtual
Business Management	6	0	Virtual
Basic Agronomics	6	2	Raleigh, NC or Richmond, VA
Program Overview	6	2	Raleigh, NC or Richmond, VA
Equipment Operations and Application Techniques	0	8	Raleigh, NC or Richmond, VA
Field Operations	0	8	Raleigh, NC or Richmond, VA
Final Exam and Graduation	6	0	Raleigh, NC or Richmond, VA
Total	42	20	

The entire training program is subject to change due to updates in materials, changes or additions to the services offered, introduction of new methods and lawn care techniques, manuals and personnel. The subjects and time periods allocated to the subjects actually taught to specific franchisees may vary, based on the experience of the persons being trained.

Our training is conducted by Ben Wright, Hunt Davis, and Mike Hrivnak, who each have at least 5 years of experience in their respective field and at least 1 year of experience with the CANOPY® system. We may change, supplement or substitute training personnel as necessary, and we may delegate our duties and share our responsibilities with regard to training. Any individual involved in training will have at least one year of experience in the subject he/she teaches.

We use the Operations Manual as the sole reference material during our training sessions. New franchisees receive a copy of the Operations Manual and are instructed to carefully review its content.

We may require you or your Designated Business Manager attend all supplemental and refresher training programs that we designate. We may charge you a reasonable fee for any supplemental and refresher training programs (up to \$1,000 per person). You must pay the then-current fee for such training programs, if any, and all personal travel and living expenses.

Advertising Programs

You will be required to spend the Grand Opening Marketing Spend of \$50,000 on local advertising and marketing during the Stub Year and the first full calendar year of operations in accordance with an expenditure schedule we set. Typically, the schedule we set will concentrate the marketing spend on the sales season of January to May of Year 1. Commencing as of the second full calendar year and each calendar year thereafter, you will be required to spend the Minimum Local Advertising Spend. You must spend the Grand Opening Marketing Spend and Minimum Local Advertising Spend on marketing, advertising, and promotional goods and services we approve. We reserve the right to designate the manner in which you spend any required amounts on local advertising. Currently, we anticipate that we will require most of your advertising to be digital. We reserve the right to, or designate others to, create the plan and direct the spending for your grand opening marketing efforts. Brand Fund Contributions will count towards the Grand Opening Marketing Spend and Minimum Local Advertising Spend.


**ITEM 13
TRADEMARKS**

The Franchise Agreement grants you the nonexclusive right to use the Marks, including the service mark “CANOPY,” and various designs and logo types associated with our services and Marks. You may also use other current or future Marks as we may designate to operate your Lawn Care Business.

We own the following service mark registered on the Principal Register with the United States Patent and Trademark Office (“USPTO”), and we intend to file all required affidavits and renewals:

Mark	Registration/ Application Date	Registration No.
CANOPY	October 24, 2017	5316039

We also claim common law rights in the following trademark:

Mark	Registration Date	Registration No.
	<u>Common law</u>	<u>Common law</u>

We do not have a federal registration for the above principal trademark. Therefore, this trademark does not have as many legal benefits and rights as a federally registered Trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We may also use a number of unregistered, common-law trademarks. You must follow our rules when you use our Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLs, domain names, e-mail addresses, locators, links, metatags or search techniques. You must get our prior written approval of your company name before you file any registration documents. You must indicate, as required in the Franchise Agreement and specified in the Operations Manual, that you are an independent operator. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically in our discretion. You may not use the Marks with an unauthorized product or service, or in a manner not authorized in writing by us.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any of the Marks which are relevant to the use of these Marks. No currently effective litigation affects our use or ownership rights in any Mark. Other than as described above, no currently effective agreement limits our right to use or license the use of the Marks.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Marks. We may take whatever action we deem necessary to protect the unauthorized use of the Marks and you must cooperate with us. We have the right to control any administrative proceedings or litigation involving the Marks. If we require you to join in any action, we will pay for your out-of-pocket

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

You must directly supervise the Lawn Care Business at your franchised location. The direct, on-site supervision must be done by a Designated Business Manager, which could be one of your employees. The Designated Business Manager is not required to own a beneficial interest in the business entity.

If we believe you lack sufficient business experience, you must designate a Designated Business Manager to act as the operating manager for your Lawn Care Business. We must approve the selection of the Designated Business Manager before signing the Franchise Agreement. The Designated Business Manager must attend and successfully complete the initial training program, and must abide by the obligations in the Franchise Agreement and the Operating Manual. The Designated Business Manager must agree to the same confidentiality and non-competition obligations that you are required to abide by (see [Attachment A](#) to the Franchise Agreement).

Each individual who owns, directly or indirectly, a 5% or greater interest in you or your Lawn Care Business (each, a “Guarantor”) must sign the Guaranty and Assumption of Franchisee’s Obligations assuming and agreeing to discharge all of your obligations and comply with all restrictions under the Franchise Agreement (See [Attachment B-1](#) to the Franchise Agreement). Each individual who owns, directly or indirectly, less than 5% legal ownership interest in you or your Lawn Care Business, ~~and each spouse of a Guarantor (provided they do not own at least 5% ownership interest in you or the Franchise)~~ (each a “Limited Guarantor”), must sign the Limited Assumption of Obligations and Guaranty, wherein they agree to be personally bound by, and to personally comply with, all confidentiality and restrictive covenant provisions contained in the Franchise Agreement (See [Attachment B-2](#) to the Franchise Agreement). If any Limited Guarantor subsequently owns, directly or indirectly, at least 5% ownership interest in you or the Lawn Care Business, then we may require them to sign the Guaranty and Assumption of Franchisee’s Obligations at that time. We do not require a spouse that has no ownership interest in you or your Lawn Care Business to sign the Guaranty and Assumption of Franchisee’s Obligations, but they will be required to sign the confidentiality and non-compete agreement attached as Attachment B-2 to the Franchise Agreement.

We, as a matter of policy, will not assist you in any decision-making process that may affect the operations of your Lawn Care Business.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must refrain from using or permitting the use of your Lawn Care Business for any other purpose or activity except as defined herein at any time without first obtaining our written consent.

You must sell or offer for sale only those Services and Products which are authorized by us and which meet our standards and specifications. You may sell or offer for sale those Services and Products to any customer in the Territory. You may not use other brands of products that we have not approved in writing. Currently, the core services that you will offer are lawn applications for turf fertilization and weed control and prevention. You will also have the opportunity to provide related enhancement goods and services that we prescribe, which we may modify from time to time and may include lawn aeration; lawn over-seeding; small lawn renovations and repairs such as soil preparation, seeding, and sodding; lawn soil amendments; lawn disease control; lawn top dressing; tree and shrub care service, and lawn pesticide applications. Currently, the System does not include landscape design or building, lawn mowing, landscape maintenance, bed maintenance, leaf clean up, structural pest control, or hardscaping services.

only for the core service and enhancement services that you will also be authorized to offer. The turf care services offered by the Corporate Unit is substantially similar to the CANOPY Franchised Businesses for which we are offering franchises in this disclosure document. The Corporate Unit is not limited by territorial boundaries, and its core business is represented by customer activity concentrated within zip codes that, when aggregated, represent four territories.

A. Corporate Unit Revenue per account January 1, 2025, through December 31, 2025.

The following table sets forth the ~~average, account revenue for all~~ number of accounts and total revenue per category for residential and commercial accounts serviced by the Corporate Unit during the Reporting Period. Franchisee data has been excluded from the below table because we did not collect all of this data from franchisees throughout the 2025 calendar year.

Description	All Customers	Residential Customers	Commercial Customers
Total number of Accounts	1,314	1,070	244
Total Revenue per Category	\$1,536,596	\$752,254	\$784,343
Average Annualized Revenue per account	\$1,169.40	\$703.04	\$3,214.52

~~The Average Annualized Revenue per account is calculated by dividing the Total Revenue per Category by the Total number of Accounts for each category. For example, the Average Annualized Revenue per account for All Customers was calculated by taking \$1,536,596 (Total Revenue per Category) by 1,314 (Total Number of Accounts), which equals \$1,169.40.~~

B. Franchisee Gross Revenue Reported January 1, 2025, through December 31, 2025.

The following table presents Gross Revenue information realized by certain Canopy Lawn Care franchisees in the United States during the Reporting Period. The information provided in the table below was compiled from eight Canopy Lawn Care franchisees that were operational for the entire Reporting Period. These eight franchisees operated 30 franchise territories during the Reporting Period. All eight of these franchisees operated in more than one territory under multiple franchise agreements for the Reporting Period as follows: two of the franchisees operated in two territories, one franchisee operated three territories, four franchisees operated four territories, and one franchisee operated seven territories. This data does not include eight franchisees in 15 franchise territories that either commenced operations during the Reporting Period, did not report revenue during the Reporting Period, or ceased operations during the Reporting Period.

Franchisee Count	Minimum	Maximum	Average	Median	Met or Exceeded Average (%)
8	\$26,445	\$241,164	\$103,458	\$99,704	4 (50%)

“Gross Revenues” means amounts derived from all products or services sold from or through the franchises, including any sale of products or services made for cash or credit, or partly for cash and partly for credit, but excludes taxes that were collected, refunds, discounts and coupons. Gross Revenues are deemed received by the franchisee at the time the services or products are delivered or at the time the sale takes place, whatever occurs first, regardless if final payment has actually been received by the franchisee.

Recurring Revenue is calculated by measuring the dollars of revenues earned from recurring revenue contracts (monthly or quarterly or annual renewal contracts) earned over the reporting period (\$1,108,771) divided by the total net revenue earned over the reporting period (\$1,536,596).

Sales conversion rate is calculated by dividing the number of new residential customers signing a new service contract (291) divided by the total number of prospective residential customers that received a quote for services (675) during the reporting period. Canopy’s automated proposal system generates a proposal for all prospects who complete a webform on the company’s website. All website leads receive a proposal, as do all qualified leads via phone and email.

The Customer retention rate is calculated by dividing the number of residential customers signing a renewal contract (678) during the reporting period (January 1, 2025 – December 31, 2025) that also had a contract during the twelve months preceding the reporting period (January 1, 2024 – December 31, 2024) by the total number of residential customers that had contracts in the twelve months preceding the reporting period (822).

E. Corporate Unit ~~Average Annual Total Gross Revenue per vehicle, average annual accounts served per vehicle, and average annual square feet serviced per vehicle~~, Customers Services, Square Feet Services, and Vehicles in Service for January 1, 2025 to December 31, 2025.

The table below shows total Gross Revenue, total customers serviced, and total square feet of turf serviced and the total number of service vehicles used during the Reporting Period for both residential and commercial customers of the Corporate Unit. Based on the five service vehicles that operated full time throughout the reporting period and one vehicle that operated an estimated 50% of the time during the Reporting Period we calculated the average annual revenue per service vehicle, average annual customers per service vehicle, and the average annual square feet serviced per service vehicle. The total annual square feet serviced is the sum of the square feet of all client properties as measured by the technicians and recorded in the CRM. Franchisee data is excluded from the below table the data on franchisees’ service vehicles in operation throughout the Reporting Period was not available to us.

Description	Metric - Total	Metric - Residential	Metric - Commercial
Total Gross Revenue	\$1,536,596	\$752,254	\$784,343
Total customers serviced	1,314	1,070	244
Total square feet serviced	33,280,169	6,401,662	26,878,507
Total service vehicles in service	5.5	3.0	2.5
Average annual revenue per service vehicle	\$279,381	\$250,751	\$313,737
Average annual accounts per service vehicle	239	357	98
Average annual square feet per service vehicle	6,050,940	2,133,887	10,751,403

~~The average annual revenue per service vehicle is calculated by dividing the total reported Gross Revenue by the total reported vehicles in service. The average annual accounts per service vehicle is calculated by dividing the total number of customers serviced by the total reported vehicles in service. The average annual square feet per service vehicle is calculated by dividing the total square feet serviced by the total reported vehicles in service.~~

LIST OF CURRENT FRANCHISEES

As of September 30, 2025

TERRITORY NAME	OWNER(S)	STREET ADDRESS	CITY	ST	ZIP	PHONE	E-MAIL
*Canopy Lawn Care of South Miami - 1	Alejandro Real-d'Arbelles & Yunyue Liu	9829 Southwest 147th Place	Miami	FL	33196	786-539-8595	southernmiami@canopylawncare.com
*Canopy Lawn Care of South Miami - 2	Alejandro Real-d'Arbelles & Yunyue Liu	9829 Southwest 147th Place	Miami	FL	33196	786-539-8595	southernmiami@canopylawncare.com
*Canopy Lawn Care of South Miami - 3	Alejandro Real-d'Arbelles & Yunyue Liu	9829 Southwest 147th Place	Miami	FL	33196	786-539-8595	southernmiami@canopylawncare.com
Canopy Lawn Care of South Miami - 4	Alejandro Real-d'Arbelles & Yunyue Liu	9829 Southwest 147th Place	Miami	FL	33196	786-539-8595	southernmiami@canopylawncare.com
Canopy Lawn Care of Pocatello	Thomas Butler Krista Butler	804 Wendy Street	Pocatello	ID	83202	208-241-7728	kgbutler0623@gmail.com
Canopy Lawn Care of West Chicago	Michael Murphy	36 W 580 Lancaster Rd	St. Charles	IL	60175	773-580-9024	murphymychaelt80@gmail.com
Canopy Lawn Care of Lexington- 1	Shawn Enderle	3494 Tates Creek Road	Lexington	KY	40517	859-230-5672	lexington@canopylawncare.com
Canopy Lawn Care of Lexington- 2	Shawn Enderle	3494 Tates Creek Road	Lexington	KY	40517	859-230-5672	lexington@canopylawncare.com
Canopy Lawn Care of Lexington- 3	Shawn Enderle	3494 Tates Creek Road	Lexington	KY	40517	859-230-5672	lexington@canopylawncare.com
Canopy Lawn Care of Louisville- 1	Shawn Enderle	3494 Tates Creek Road	Lexington	KY	40517	859-230-5672	lexington@canopylawncare.com
Canopy Lawn Care of Louisville- 2	Shawn Enderle	3494 Tates Creek Road	Lexington	KY	40517	859-230-5672	lexington@canopylawncare.com
Canopy Lawn Care of Louisville- 3	Shawn Enderle	3494 Tates Creek Road	Lexington	KY	40517	859-230-5672	lexington@canopylawncare.com
Canopy Lawn Care of Louisville- 4	Shawn Enderle	3494 Tates Creek Road	Lexington	KY	40517	859-230-5672	lexington@canopylawncare.com
*Canopy Lawn Care of Mid-Michigan - 1	Jeffrey McIntyre	283 Stony Ridge Court	Owosso	MI	48867	989-277-3510	jeff@forsalebyjeff.net
*Canopy Lawn Care of Mid-Michigan - 2	Jeffrey McIntyre	283 Stony Ridge Court	Owosso	MI	48867	989-277-3510	jeff@forsalebyjeff.net
*Canopy Lawn Care of Mid-Michigan - 3	Jeffrey McIntyre	283 Stony Ridge Court	Owosso	MI	48867	989-277-3510	jeff@forsalebyjeff.net
Canopy Lawn Care of Southwest Kansas City - 1	Robert Dale Brendel	2220 South Country Club Drive	Joplin	MO	64804	816-225-7502	swkc@canopylawncare.com
Canopy Lawn Care of Southwest Kansas City - 2	Robert Dale Brendel	2220 South Country Club Drive	Joplin	MO	64804	816-225-7502	swkc@canopylawncare.com
Canopy Lawn Care of Central NJ -1	Christopher Venneri	204 Forman Avenue	Point Pleasant Beach	NJ	08742	732-979-2260	chris.venneri@canopyservices.com
Canopy Lawn Care of Central NJ - 2	Christopher Venneri	204 Forman Avenue	Point Pleasant Beach	NJ	08742	732-979-2260	chris.venneri@canopyservices.com
Canopy Lawn Care of Kings Park	Richard Fagan	4 Alicia Ct.	Stony Brook	NY	11790	631-413-7434	richardmfagan@gmail.com
Canopy Lawn Care of Stonybrook	Richard Fagan	4 Alicia Ct.	Stony Brook	NY	11790	631-413-7434	richardmfagan@gmail.com
Canopy Lawn Care of Oklahoma City - 1	Humberto Manzano	10809 N. Garnett Drive	Oklahoma City	OK	73114	405-225-3004	oklahomacity@canopyservices.com
Canopy Lawn Care of Oklahoma City - 2	Humberto Manzano	10809 N. Garnett Drive	Oklahoma City	OK	73114	405-225-3004	oklahomacity@canopyservices.com
Canopy Lawn Care of Oklahoma City - 3	Humberto Manzano	10809 N. Garnett Drive	Oklahoma City	OK	73114	405-225-3004	oklahomacity@canopyservices.com
Canopy Lawn Care of Oklahoma City - 4	Humberto Manzano	10809 N. Garnett Drive	Oklahoma City	OK	73114	405-225-3004	oklahomacity@canopyservices.com
Canopy Lawn Care of Greenville - 1	Robert Lyons, Luke Lyons & Joseph Lomady	260 Edna Lane	Gaffney	SC	29341	864-838-1886	greenville@canopylawncare.com
Canopy Lawn Care of Greenville - 2	Robert Lyons, Luke Lyons & Joseph Lomady	260 Edna Lane	Gaffney	SC	29341	864-838-1886	greenville@canopylawncare.com
Canopy Lawn Care of Greenville- 3	Robert Lyons, Luke Lyons & Joseph Lomady	260 Edna Lane	Gaffney	SC	29341	864-838-1886	greenville@canopylawncare.com
Canopy Lawn Care of Greenville - 4	Robert Lyons, Luke Lyons & Joseph Lomady	260 Edna Lane	Gaffney	SC	29341	864-838-1886	greenville@canopylawncare.com
Canopy Lawn Care of North Dallas	Bradley Sievers & Parker	5900 Balcones Drive, Suite 100	Austin	TX	78731	945-278-2528	bsievers1616@gmail.com

2026 CANOPY LAWN CARE FDD [\(MN\)](#)

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[82348125v1](#)

TERRITORY NAME	OWNER(S)	STREET ADDRESS	CITY	ST	ZIP	PHONE	E-MAIL
	Sheets						pjsgptx@gmail.com
Canopy Lawn Care of Dallas, TX – 1	Justin McNeely	4134 Lively Lane	Dallas	TX	75220	469-550-3128	jmmcneely@gmail.com
Canopy Lawn Care of Dallas, TX – 2	Justin McNeely	4134 Lively Lane	Dallas	TX	75220	469-550-3128	jmmcneely@gmail.com
Canopy Lawn Care of Salt Lake City - 1	Dave & Michael Hatch	5824 South Walden Ridge Drive	Murry	UT	84123	801-864-7903	saltlakecity@canopylawncare.com
Canopy Lawn Care of Salt Lake City - 2	Dave & Michael Hatch	5824 South Walden Ridge Drive	Murry	UT	84123	801-864-7903	saltlakecity@canopylawncare.com
Canopy Lawn Care of Salt Lake City - 3	Dave & Michael Hatch	5824 South Walden Ridge Drive	Murry	UT	84123	801-864-7903	saltlakecity@canopylawncare.com
Canopy Lawn Care of Salt Lake City - 4	Dave & Michael Hatch	5824 South Walden Ridge Drive	Murry	UT	84123	801-864-7903	saltlakecity@canopylawncare.com
Canopy Lawn Care of Richmond - 1	Richard Popio	1937 Limbeck Lane	Midlothian	VA	23112	804-399-9910	rick.popio@canopyservices.com
Canopy Lawn Care of Richmond - 2	Richard Popio	1937 Limbeck Lane	Midlothian	VA	23112	804-399-9910	rick.popio@canopyservices.com
Canopy Lawn Care of Richmond - 3	Richard Popio	1937 Limbeck Lane	Midlothian	VA	23112	804-399-9910	rick.popio@canopyservices.com
Canopy Lawn Care of Roanoke	Justin VanBlaricom	1921 Power Street SE	Roanoke	VA	24013	540-314-1525	justin@nokevanco.com

~~*Signed a franchise agreement but not yet opened as~~ **LIST OF FRANCHISEES WHO HAVE SIGNED BUT NOT OPENED**
As of September 30, 2025

None.

FRANCHISEES THAT HAVE LEFT THE SYSTEM

Franchisees who had a business terminated, canceled, or not renewed, or otherwise ceased to do business during the fiscal year ended September 30, 2025, or who had not communicated with us within 10 weeks of the issuance date of this disclosure document

TERRITORY NAME	OWNER(S)	STREET ADDRESS	CITY	STATE	ZIP	PHONE	E-MAIL
*Canopy Lawn Care of Northeast Dallas-1	Tod Gibbs	10216 Carry Back Circle	Dallas	TX	75229	954-253-6050	todgibbs@gmail.com
*Canopy Lawn Care of Northeast Dallas-2	Tod Gibbs	10216 Carry Back Circle	Dallas	TX	75229	954-253-6050	todgibbs@gmail.com
*Canopy Lawn Care of Northeast Dallas-3	Tod Gibbs	10216 Carry Back Circle	Dallas	TX	75229	954-253-6050	todgibbs@gmail.com
*Canopy Lawn Care of Northeast Dallas-4	Tod Gibbs	10216 Carry Back Circle	Dallas	TX	75229	954-253-6050	todgibbs@gmail.com

~~*Signed a franchise agreement but never opened.~~

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

**LIST OF STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Corporate Oversight Division	G. Mennen Williams Building, 5 th Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21 st Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Insurance Commissioner (Agent) North Dakota Insurance & Securities Department	600 East Boulevard Avenue, Dept. 401 Bismarck, ND 58505-0510 701-328-4712 701-328-2910
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9 th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

~~To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply:~~

~~**Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**~~

~~THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.~~

~~OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV. THE FRANCHISOR'S WEBSITE ADDRESS IS WWW.CANOPYLAWNCARE.COM~~

~~SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.~~

Item 3, Additional Disclosure:

~~Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.~~

Item 6, Additional Disclosure:

~~The highest interest rate allowed by law in California is 10% annually.~~

Item 17, Additional Disclosures:

~~The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000—20043).~~

~~The franchise agreement requires application of the laws of the Commonwealth of Virginia. This provision may not be enforceable under California law.~~

~~California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.~~

~~The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.)~~

~~The franchise agreement requires binding arbitration. The arbitration will occur in Richmond, Virginia with the cost being borne equally by the parties. Prospective franchisees are encouraged to consult with 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.~~

~~The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.~~

~~California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.~~

~~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.~~

~~For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.~~

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

~~To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.~~

~~1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000—20043).~~

~~The Franchise Agreement requires application of the laws of the Commonwealth of Virginia. This provision may not be enforceable under California law.~~

~~California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy related events. If the Franchise Agreement is inconsistent with the law, the law will control.~~

~~The Franchise Agreement requires binding arbitration. The arbitration will occur in Richmond, Virginia with the cost being borne equally by the parties. Prospective franchisees are encouraged to consult with 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.~~

~~The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.~~

~~California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.~~

~~For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.~~

~~Section 22 of the Franchise Agreement is deleted in its entirety.~~

~~2. 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.~~

~~3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~

~~4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

~~This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.~~

FRANCHISOR:

FRANCHISEE:

CANOPY FRANCHISE CORPORATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

~~To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1—705/44 applies, the terms of this Addendum apply.~~

~~Item 17, Additional Disclosures. The following statements are added to Item 17:~~

~~Illinois law governs the agreements between the parties to this franchise.~~

~~Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.~~

~~Section 41 of the Illinois Franchise Disclosure Act provides that 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.~~

~~Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~Exhibit G, Additional Disclosure:~~

~~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.~~

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1—705/44 applies, the terms of this Addendum apply:

1. ~~Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~Illinois law governs the agreements between the parties to this franchise.~~

~~Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.~~

~~Section 41 of the Illinois Franchise Disclosure Act provides that 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.~~

~~Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~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. ~~Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~

3. ~~Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

~~This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below:~~

FRANCHISOR:

FRANCHISEE:

CANOPY FRANCHISE CORPORATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Item 5, Additional Disclosure:

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

Item 17, Additional Disclosures:

~~Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).~~

~~You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.~~

~~Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.~~

~~The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.~~

~~This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.~~

~~This addendum applies to residents of the State of Maryland and franchises to be located in the State of Maryland and franchises to be operated in the State of Maryland.~~

~~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.~~

Exhibit G, Additional Disclosure:

~~Exhibit G (Acknowledgment Addendum) to the FDD is deleted in its entirety.~~

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

1. ~~Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~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 general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.~~

~~The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.~~

~~Nothing in the Franchise Agreement operates to reduce the 3 year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.~~

~~The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.~~

~~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.~~

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

2. ~~Sections 1.1, 1.2, 1.8 and 22 of the Franchise Agreement are deleted.~~

3. ~~Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~

4. ~~Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

~~This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.~~

FRANCHISOR:
CANOPY FRANCHISE CORPORATION

FRANCHISEE:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

CANOPY FRANCHISE CORPORATION

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680–695 applies, the terms of this Addendum apply.

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 D 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 ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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 to be added at the end of Item 3:~~

~~With the exception of what is stated above, the following applies 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 the “Summary” sections of Item 17(c), titled “Requirements for a 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.~~

~~4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”: You may terminate the agreement on any ground available by law.~~

~~5. 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 the franchisee by Article 33 of the General Business Law of the State of New York.~~

~~6. Franchise 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.~~

~~7. Receipts Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.~~

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680–695 applies, the terms of this Addendum apply.

1. ~~Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680–695 may not be enforceable.~~

~~Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680–695.~~

~~The New York Franchise Law shall govern any claim arising under that law.~~

2. ~~Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~

3. ~~Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

~~This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.~~

~~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.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.~~

FRANCHISOR:

FRANCHISEE:

CANOPY FRANCHISE CORPORATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

~~To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01—51-19-17 applies, the terms of this Addendum apply.~~

~~Item 17, Additional Disclosures. The following statements are added to Item 17:~~

~~Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.~~

~~The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.~~

~~Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.~~

~~Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.~~

~~The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.~~

~~The Franchise Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.~~

~~The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.~~

~~The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.~~

~~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.~~

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

~~To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01—51-19-17 applies, the terms of this Addendum apply.~~

~~1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.~~

~~The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.~~

~~Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.~~

~~Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.~~

~~The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.~~

~~The Franchise Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.~~

~~The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.~~

~~The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.~~

~~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.~~

~~This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.~~

~~_____ IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.~~

FRANCHISOR:

FRANCHISEE:

CANOPY FRANCHISE CORPORATION

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

~~To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1-19-28.1-34 applies, the terms of this Addendum apply.~~

~~Item 17, Additional Disclosure. The following statement is added to Item 17:~~

~~Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”~~

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1-19-28.1-34 applies, the terms of this Addendum apply.

1. ~~Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."~~

2. ~~Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~

3. ~~Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.~~

FRANCHISOR:

FRANCHISEE:

CANOPY FRANCHISE CORPORATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

~~To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557—13.1-574 applies, the terms of this Addendum apply.~~

Item 17, Additional Disclosures:

~~Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).~~

~~“According to Section 13.1—564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”~~

Exhibit G, Additional Disclosure:

~~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.~~

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557—13.1-574 applies, the terms of this Addendum apply.

1. ~~Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~“According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”~~

2. ~~Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~

3. ~~Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

~~This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.~~

FRANCHISOR:

FRANCHISEE:

CANOPY FRANCHISE CORPORATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Item 17, Additional Disclosure:

~~In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will 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.~~

~~The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.~~

Exhibit G, Additional Disclosure:

~~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.~~

~~WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, ACKNOWLEDGMENT
AND RELATED DOCUMENTS~~

~~To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010—19.100.940 applies, the terms of this Addendum apply.~~

~~1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.~~

~~A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

~~Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

~~Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.~~

~~The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.~~

~~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.~~

~~Section 21.1 of the Franchise Agreement is deleted.~~

~~Section 21.4 of the Franchise Agreement is deleted.~~

~~2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~

~~3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

~~This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.~~

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.~~

FRANCHISOR:

FRANCHISEE:

CANOPY FRANCHISE CORPORATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Illinois	January 28, 2026
Indiana	January 29, 2026
Maryland	Pending
Michigan	January 26, 2026
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	January 28, 2026

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.