

FRANCHISE DISCLOSURE DOCUMENT

2026

Turf Holdings Inc.
A Delaware Corporation
9 Cobbledick St., P.O. Box 490
Orono, Ontario L0B 1M0 CANADA
905-579-4000
www.weedman.com



The franchise offered is for the right to operate a business maintaining quality turf and controlling mosquitos and perimeter pests for residences and businesses by providing various professional services under the trademarked name "WEED MAN".

The total investment necessary to begin operation of a WEED MAN franchise is \$81,150 to \$109,400. This includes \$34,600 to \$54,600 that must be paid to Turf Holdings Inc.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department at Turf Holdings Inc., 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA; telephone (905) 579-4000.

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

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

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

Issuance Date: March 31, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE

NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OR OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATION OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS

BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH

THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE

AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

**ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:
DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE CONSUMER
PROTECTION DIVISION
ATTENTION: FRANCHISE
670 LAW BUILDING
LANSING, MICHIGAN 48913**

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EXHIBITS

- A. State Authorities/Agents for Service of Process
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- D. List of Active Franchises, and Departed Franchisees
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ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor is Turf Holdings Inc. For ease of reference, Turf Holdings Inc. will be referred to as “we” “us” or “Weed Man” in this Disclosure Document. We will refer to the person or entity that buys the franchise as “you” throughout this Disclosure Document. If you are a business or legal entity, certain provisions of the agreements also apply to your owners and will be noted.

We are a Delaware corporation incorporated in July 1995. We have no predecessors. Our principal place of business is 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA; telephone number 905-579-4000. Our agent for service of process is shown in Exhibit A.

We grant franchises for Weed Man Businesses (described below) and have offered these franchises since October 1, 1995. We also offer grant sub-franchisor contracts in order to develop and manage large regions in the US. We have granted sub-franchisor contracts since January 2000. Our sub-franchisors are granted the exclusive rights in their defined territories to grant and themselves operate unit WEED MAN franchises. Since January 2000 we have granted a total of 14 sub-franchises; and as of January 1, 2026 there was 1 sub-franchise in operation in the United States. Our sole business is granting our WEED MAN unit franchises and our WEED MAN sub-franchises; we do not have any other business activities, and we have not offered franchises in any other line of business. We do not operate businesses of the type franchised and have not done so in the past.

We are a master licensee of our affiliate TH Canada Inc. (“TH Canada”), a Canadian corporation with its head office at 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA. We signed a Master Franchise Agreement with Turf Management Systems Inc., the predecessor of TH Canada, dated July 5, 1995 granting us the rights to franchise the Weed Man franchise program in the continental United States and Hawaii. Turf Management Systems Inc. developed a comprehensive business system (the “System”) for the care of lawns, with particular emphasis on the eradication of weeds. Turf Management Systems Inc. transferred that System and related assets to TH Canada on November 30, 2018. Beginning in 2019, TH Canada added the control of mosquitos and perimeter pests to the WEED MAN System. TH Canada also owns the service mark ~~Weed Man~~ and, with its predecessor, has offered franchises in Canada since 1976. As of December 31, 2025, TH Canada had 73 locations 95 Areas served, and 213 Territories currently operating in Canadian locations. Neither TH Canada nor Turf Management Systems Inc. before it has offered franchises in any other line of business. TH Canada and its predecessor have conducted a business of the type franchised since 1970. TH Canada does not offer franchises in any other line of business.

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.

Robotic Smart Solutions Inc. was a subsidiary under common ownership with our parent corporation #1051080 Ontario Inc., and operated under the name Robotic Smart Solutions Inc. until that subsidiary's dissolution in December 2025. Robotic Smart Solutions Inc. was the franchisor of the TurfBot robotic lawn mowing system. The TurfBot system offering began in December 2021, and its principal address is 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA. As of the date of this franchise disclosure document there is 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.

The Weed Man franchise is for qualified persons to operate a highly professional lawn care, mosquito control, and perimeter pest control business. You will be providing lawn care, mosquito control, and perimeter pest control services to both residential and commercial clients within a Territory assigned to you. You must follow detailed specifications and standards in the operation of the business. We issue System standards to assure that you and other Weed Man franchise owners present to the public a uniform, high quality business operation. Among our standards and specifications, you must use only lawn care, mosquito and perimeter pest control products and equipment that we have authorized and approved.

You must sign a unit franchise agreement (the "Franchise Agreement"). See Exhibit C. This Franchise Agreement governs your operation of the Business.

In most areas of the country, you can expect competition in the lawn care industry, as well as the mosquito control, and perimeter pest control business. The lawn care business is well developed and competitive. Most of your customers will be homeowners with individual lots to maintain. The lawn care business is seasonal; services are provided during the summer growing season and the off-season offer our franchisees the chance to market their businesses for the coming season. The lawn care organization, TruGreen, competes in most states in which we either now are franchising or plan to franchise.

The mosquito control and perimeter pest control business is also well developed and competitive. Most of your mosquito control and perimeter pest control customers will be homeowners with individual lots to maintain. The mosquito control and perimeter pest control business is seasonal; services are provided during the summer, active-insect season. The off-season offers our franchisees the chance to market their businesses for the coming season. There are numerous companies competing in the mosquito control, and perimeter pest control business, including TruGreen, Mosquito Joe, Mosquito Authority, and Mosquito Buzz. In addition, you will have to meet competition from other national and regional and local lawn care, landscaping and landscape maintenance businesses, as well as businesses offering mosquito control and perimeter pest control services.

Federal, state and local regulations that are specific to the operation of a lawn care, mosquito control, and perimeter pest control business will apply to the operation of your Weed Man business. These regulations include Federal Department of Transportation regulations, FIFRA, Federal OSHA Hazard Communication standards and may include state specific pesticide application licensing requirements, state specific pesticide storage and containment regulations, and state specific posting and notification regulations. Most states require a Pesticide Business License. In addition, most states require at least one person in the business to be a licensed Pesticide Control Operator (PCO).

ITEM 2 BUSINESS EXPERIENCE

President, and Director: Roger Mongeon

Since March 2018, Mr. Mongeon has served as our President. From January 2000 to March 2020, Mr. Mongeon served as our CEO. Since our incorporation in July 1995, Mr. Mongeon has served as Director, a corporate officer and shareholder of Turf Holdings Inc., located at THI headquarters now in Orono, Ontario.

CEO and Director: Jennifer Lemcke

Ms. Lemcke has served as a member of the Board of Directors since the company's inception in July 1995. Since March 2020, Ms. Lemcke has served as Chief Executive Officer (CEO). From November 2005 to January 2025, Ms. Lemcke served as the Chief Operating Officer (COO); and from March 2018 to January 2025, she served as Secretary and Treasurer, located at the THI headquarters now in Orono, Ontario.

Director: William Shane

Mr. Shane has served as a member of the Board of Directors since January 2025. From March 2020 to the present he has served as Chief Executive Officer of Turf Operations Scarborough Inc. located in Scarborough, Ontario.

Director: Andrew Kurth

Mr. Kurth has served as a member of the Board of Directors since January 2025. Since January 2013 to the present he has served as Chief Executive Officer and President of Epic3, Inc. located in Madison, Wisconsin.

Secretary, Treasurer: Prajakta Raut

Ms. Raut has served as the Secretary and Treasurer of Turf Holdings Inc. since January 2025. Since January 2024 to the present she has served as Chief Financial Officer of Turf Holdings Inc. and Turf Holdings Canada Inc. From January 2005 to January 2024, Ms. Raut was the Vice President of Corporate Accounting and Risk Management for Sleep Country Canada Holdings, Inc. located in Toronto, Ontario.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

You must pay an Initial Franchise Fee of \$30,000 to \$50,000 when you sign the Franchise Agreement. The Initial Franchise Fee is considered fully earned and nonrefundable upon payment, except in the circumstances noted below. The geographic area and population in that area determine the amount of the Initial Franchise Fee. If the population is up to 150,000 people, the Initial Franchise Fee for the single Unit Territory is \$30,000. If the population is greater than 150,000 people and up to 300,000 people, the Initial Franchise Fee for the 2 Unit Territories is \$50,000. Most of our new franchise grants are for 2 Unit Territories. Additional Unit Territories may be added at your election for \$30,000 additional Initial Franchise Fee per Unit Territory.

A minimum \$12,000 deposit reserves the Territory for 30 days pending application review and the balance is due and payable when you sign the Franchise Agreement. Discounts on the standard Initial Franchise Fee are applied on a seasonal basis. We offer a 10% discount off the total Initial Franchise Fee if it is paid in full by July 31; a 7% discount off the total Initial Franchise Fee if it is paid in full by September 30; and a 5% discount off total Initial Franchise Fee if it is paid in full by November 30.

You (or your managing partner or shareholder(s)) must either attend or subscribe online for the initial training program for a fee of \$4,600. The initial training program fee is not refundable. The details of the training course are explained in Item 11. You will receive at training the following:

- Comprehensive training, electronic documents, electronic manuals, power points, sample forms, and stationery artwork.
- Marketing support materials (ad mats, logo sheets, camera ready artwork, logo identified items, client literature).

If you are unable to obtain a government approval, permit or license needed to establish and operate your WEED MAN business, we may terminate the Franchise Agreement. If this occurs, we will refund to you without interest all amounts paid to us for the Initial Franchise Fee, less the greater of (1) \$2,500, or (2) the actual costs and expenses we incur in connection with granting the franchise to you. We may also condition payment of the refund on your signing a general release of claims you may have against us. The form of General Release may be found at Exhibit C to this Disclosure Document. There are no other conditions under which the payments described in this Item 5 are refundable.

ITEM 6 OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
Royalty Fee ¹	7.0% of annual cumulative Net Sales ¹	Payable by the 5th day of each month for Net Sales during the prior calendar month, to be paid by electronic ACH transfer ²	The minimum annual Royalty Fee is \$7,389.18 per Unit Territory. Each year the minimum amount may be adjusted for inflation, according to the Consumer Price index. The Base Year is November 1, 2023. The minimum amount stated above is for 2026. ¹
Advertising Fund Contributions	Each month you will contribute 1.2% of Net Sales. This may be revised after December 31, 2033. After that date the rate will not exceed 3% of Net Sales per month.	The Advertising Fund Contributions are payable at the same time and same ACH payment terms as the monthly Royalty Fee ¹	Until December 31, 2033, we will contribute to the Advertising Fund 50% of the contributions made by you. After that date, our contributions will cease.
Technical Services Participation Fee ²	Each month you will pay a Technical Services Participation Fee of between 0.25% and 1.25% of Net Sales.	The Technical Services Participation Fee are payable at the same time and same ACH payment terms as the monthly Royalty Fee ¹	The Technical Services Participation Fee will commence January 1, 2027. The amount of the fee will remain the same for each calendar year of your franchise agreement and will be announced prior to each year.

Type of Fee ¹	Amount	Due Date	Remarks
Audit	\$100 to \$1,000., plus expenses	As incurred	You must pay travel and personal expenses of auditor if required reports are not submitted or if the audit reveals that royalties are understated by more than 3%.
Assignment	Transfer fee of \$10,000 plus legal costs and expenses, including administrative costs, legal fees, and training costs.	Before transfer	
Renewal	50% of the then current initial franchise fee	Before renewal	
Convention	\$450 to \$550, plus expenses	While attending the Convention	You must pay the seminar fee, plus all travel and living expenses.
Indemnification	Will vary. The actual amount will be the total of losses, costs, fees and expenses sustained by Us.	As incurred	You have to indemnify and hold us, our affiliates, officers, agents and employees harmless from all loss or damage, liability, cost and expense arising out of a violation of the Franchise Agreement by you and from all claims made by third parties for the operation of your Business.

Type of Fee ¹	Amount	Due Date	Remarks
Interest ³	The greater of 1-1/2% per month or 5% over Wall Street Journal Prime Rate, but not above the highest legal rate for open account business credit.	When billed	Payable on all overdue amounts.
Management Fee	\$0 to \$200 per day, plus expenses incurred	As agreed	Upon death or your incapacity, if requested, or if no competent manager is available.
Special Assistance	\$200/hr plus travel expenses	As incurred.	If you require additional advice or guidance, we will provide assistance at an hourly rate.

Notes:

1. All fees described in this table are imposed by and payable to us. All fees are uniformly imposed and non-refundable.

Payments of the monthly Royalty Fee must be made by electronic ACH transfer. Electronic ACH transfer may be made by prior arrangement with your bank. In order to arrange for ACH transfer you must sign the ACH Authorization Agreement for Preauthorized Payment Service, the form of which is attached at Exhibit C, upon request of Licensor.

The Royalty Fee is based on Net Sales in the Licensed Business (the "Royalty Fee"). The Royalty Fee is equal to 7.0% on any calendar year Net Sales. The Royalty Fee will be calculated each calendar month based on Net Sales generated during that month.

The Royalty Fee is payable monthly by electronic funds transfer during the term of the Franchise Agreement. You must make ACH transfer arrangements in order to make monthly Royalty Fee payments by electronic fund transfer, and you agree to authorize your bank to make payments using this method and to keep ACH banking arrangements current and updated if changes occur. In addition, the monthly Royalty Fee payment, the Advertising Fund contribution, and all applicable reporting forms or, if subsequently required by the Licensor, computerized or electronic reports, must be submitted monthly no later than the 5th day of each calendar month for the Net Sales during the prior calendar month.

“Net Sales” means the actual gross sales of all services performed and invoiced to customers, whether for cash or credit, plus all other revenues derived from the operation of your Licensed Business, including the fair market value of any services or products received by the Licensed Business in barter or exchange for services or products, but excluding all federal, state or municipal sales, use, service or excise taxes collected from customers and paid to the appropriate taxing authorities.

The minimum Royalty Fee for a full calendar year is \$7,000 for each Unit Territory, adjusted annually for inflation. Your Territory is comprised of either one or more Unit Territory(ies). If your Territory is comprised of multiple Unit Territories, your minimum annual Royalty Fee will be a multiple of the \$7,000 minimum Royalty Fee, adjusted annually for inflation, times the number of Unit Territories comprising your Territory; multiple Unit Territories will not be accounted for separately. If the Royalty Fee payments through the calendar year do not cumulatively meet that year’s minimum amount for your Territory, you must make an additional payment with your Royalty Fee payment for the month of December to meet the Royalty Fee minimum for your Territory. Every year the minimum Royalty Fee dollar amount will be adjusted for inflation by multiplying the 2023 minimum Royalty Fee of \$7,000 per Unit Territory by a fraction equal to the Consumer Price Index as published by the US Department of Labor as of November 1 of the previous year divided by that index as of November 1, 2023. However, the minimum Royalty Fee for a calendar year will never be less than the minimum Royalty Fee of the prior year.

2. The Technical Services Participation Fee is between 0.25% and 1.25% of Net Sales beginning January 1, 2027. This fee is being instituted in anticipation of a new set of technical tools being provided to franchise owners in the WEED MAN system in the coming months and years. These tools include data management in the cloud, the use of Artificial Intelligence agents now being developed, telephone management systems using AI technology, and other tools being invented with the advent of Artificial Intelligence.

The Technical Services Participation Fees are payable at the same time and same ACH payment terms as the monthly Royalty Fee, as described above.

In 2027 we plan to establish a Technology Services Fund organized in parallel to the Advertising Fund to serve the technology needs of the WEED MAN system.

The amount of the monthly fee will be within the range of 0.25% and 1.25% of Net Sales, and will remain within this range for each calendar year of your franchise agreement through 2031. The percentage fee will be set to remain the same during each calendar year and will be announced prior to the beginning of each calendar year. As we cannot predict the future role of technology or how it will affect the WEED MAN business System, the maximum of this range of 1.25% of Net Sales may, be increased, in our sole determination, after December 31, 2031 if the development of new technologies or technology costs to the System warrant an increase.

3. If you fail to make timely and consistent payments of your Royalty Fee, your Advertising Fund Contribution, or your Technical Services Participation Fee, or other payments you owe us, you will be charged interest on a weekly basis. The rate of interest we charge will be the greater of (1) up to 1½ % per month, or (2) 5 percentage points over the Wall Street Journal Prime Rate but will not exceed the highest legal rate for open account business credit. See Section 10.3 of the Franchise Agreement.

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**ITEM 7 ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee	\$30,000 ¹ - \$50,000	As Agreed	Fully payable when you sign the Franchise Agreement.	Us
Training Program Fee	\$4,600 ²	As Agreed	Fully payable before attending training.	Us
Travel & Living Expenses for Initial Training	\$2,000 - \$3,000	As Agreed	As Incurred	Outside Vendors
Real Estate Improvements	See Note 3 Below ³	As Agreed	As Incurred	Third Parties
Equipment and Fixtures	\$7,700 ⁴	As Agreed	As Incurred	Outside Vendors
Truck & Spray Package Lease	\$1,000 - \$1,500/month ⁵	As Agreed	Monthly	Outside Suppliers
Computer Hardware and Software	\$6,250 ⁶	As Agreed	As Incurred	Outside Suppliers,
Insurance	\$3,000 - \$4,000 ⁹	As Agreed	Before Opening	Insurer
Miscellaneous Opening Costs	\$1,600 - \$2,350 ⁷	As Incurred	As Incurred	Third Parties
Additional Funds – 3 months	\$25,000- \$30,000 ⁸	As Incurred	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT ¹⁰	\$81,150 to \$109,400			

We offer financing for a portion of these expenses, as described in Item 10.

Notes:

1. This amount varies depending on the size of territory. If the population is up to 150,000 people, the initial fee will be \$30,000. If the population is greater than 150,000 people and up to 300,000 people, the initial fee will be \$50,000.
2. New Franchise owners may choose to receive training either online or in person. Most of our franchisees take their training online. If you choose to travel to Orono, Ontario, training expenses for days 1 through 7, as detailed in Item 11, include all the material and instructors for all the people on your team receiving training. Online software training for the WEMMS.NET software will take place after you complete your online principal training or when you return to your office after in-person training in Orono, Ontario. Software training is for all of the people and includes up to 12 hours of online training. If you elect to train in-person, you must pay for all travel expenses, lodging, meals and salaries that you and your employees incur for training.
3. You are under no obligation to buy, lease or improve real property for your business. You may finance Real Estate property at your option, by contract, installment, purchase or lease. (We do not recommend the purchase of real estate for our franchised businesses). Due to the various methods of acquiring the real estate property and the variable cost of any property based on its location, it is impossible to estimate what expenditures you might incur, at your sole option, if you chose to acquire real estate. For you planning purposes only, the typical office and warehouse among our current franchise owners is between 1,350 and 1,500 total square feet and located in an industrial or commercial area.
4. This amount reflects the purchase of office equipment (desk, chairs, answering machine and calculator), safety and other equipment for your truck (face shield, apron, gloves and boots, broom, fire extinguisher and first aid kit), uniforms for one technician, fertilizer spreader, measuring wheel, and recommended technical books. This amount also includes the costs of a mister-type sprayer for Pest Control applications, which can cost between \$1,000 to \$1,500, depending on size and quality. Our recommendation on this equipment will cost approximately \$1,000 for a 3 Gallon Stihl SR 430 – SR 450. You will also need a hand sprayer that ranges about \$150-\$250, which is also included in this amount.
5. The Truck & Spray Package includes either 360-gallon spray tank, and a truck that handles a GVR (Net Vehicle Weight Rating) of 10,000 lbs, as described in the Operations Manual. The package may be leased from a third-party supplier for approximately \$1,000 - \$1,500 per month. The lease range may vary depending on the options selected for the truck and spray system. The Spray package may be purchased separately at an approximate cost of \$12,000-\$14,000 depending on the package chosen if you previously owned a lawn care business and own a truck that conforms to our specifications. You must

pay a down payment of \$810 for the spray system and is refunded by credit after delivery. Freight is additional.

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 \$4,750, which includes the cost of the software and first year support for the Single User system. The balance of this estimate is \$115 (for QuickBooks) and \$1,500 (for the computer hardware), which you will purchase from a third-party.

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 Net 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 or $\$1,000,000 \times 0.65\%$ payable in 12 monthly payments of \$541.67 per month. If the level of Net 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 (if you decide to lease real estate for your business), word processing and spreadsheet software, 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. We base this estimate on our years of experience, and the information reported to us by franchise owners throughout WEED MAN's history. Factors affecting the additional funds you will need include (1) prices in your area and availability of start-up supplies, (2) how the weather affects your electricity, heating and operational costs, and (3) the cost of labor in your area.

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. 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. The details of this revenue and the precise basis on which we receive it are described in this Item 8, below, under the subtitle “Weed Man as an Approved Supplier.”

You must purchase the following items from our approved suppliers:

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.

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 operating the franchise.

In addition, you must purchase the following categories of goods, services, supplies, equipment and inventory according to specifications (including brand specifications) issued for the WEED MAN system or from suppliers we have approved.

Production Vehicles, Equipment and Computer Hardware.

All production vehicles, equipment and computer hardware used in the operation of the Business must be of the type approved by us as meeting our specifications and standards for design, appearance, function, performance, reliability and serviceability.

We may, periodically, offer to you one or more standard equipment packages that meet our specifications. The Franchise Agreement provides, however, that you may purchase equipment meeting our specifications from us or any other approved supplier. We are not required to offer or sell equipment.

Other Computer Software.

In addition to the software package described at the beginning of this Item 8, you must purchase specified types of word processing, spreadsheet and accounting software. These software packages can also be purchased at most retail stores that specialize in the sale of computer software. We estimate that this cost will total about \$100 and is included in Item 7 under "Miscellaneous Opening Costs."

Inventory.

All products utilized by the Business in providing lawn care services, mosquito control services, perimeter pest control services, and other services we authorize must be products of brands we periodically approve as having acceptable performance characteristics, quality warranty, appearance and other characteristics we determine to be relevant. In addition, all products must be purchased from suppliers approved by us as meeting our criteria for quality and reliability of service. You may purchase approved brands of inventory from us or from any other approved supplier.

Insurance.

You must purchase insurance according to our specifications.

Liability insurance coverage, and the policies providing that coverage, will vary depending on the laws of your state and the particular insurance packages offered by qualified insurers in your state. We will consult with you and your insurance advisors regarding available insurance coverage and determine with you the best and most reasonably affordable complete coverage available. The exact limits of your insurance will change over time, and we specify current limits of acceptable insurance coverage in our System Operations Manual. Your insurance package, in one combination of policies or another, will likely contain the following types of coverage:

- 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. Bodily injury and property damage limits should be no less than \$1 million 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.

Issuance of Specifications and Approved Suppliers.

Specifications are included in the Franchise Agreement, the Operations Manual, Technical Manual, and the Sales and Marketing Manual and may be provided to you periodically in other written communications from us.

Approval of Previously Unauthorized Products, Suppliers and Equipment.

We grant or revoke approval of alternative suppliers as follows:

- o The franchisor's criteria for approving or revoking approval of suppliers are available to all franchisees upon request and online.

o The franchisor permits franchisees to contract with alternative suppliers who meet our criteria. o There are no set fees or particular procedures to secure approval to purchase from alternative suppliers. We may charge you fees for testing and evaluating proposed brands and suppliers and may limit the number of approved brands and suppliers for any single product or piece. We may periodically prescribe additional, more specific or different procedures for the submission of requests for approval of brands and suppliers. We may impose obligations on approved suppliers and may require them to sign an agreement with us spelling out the requirements of our System.

o The time period in which you will be notified of approval or disapproval will vary depending on the product involved and the suppliers involved. The normal period of time is 30 to 60 days, but it may take an entire season 6 to 12 months if we need to test a particular product, particularly chemical products, for use in the Weed Man system. Typically, it takes two to three weeks for a laboratory to analyze fertilizer and one season to test the efficacy of other chemicals.

o When we remove a product or chemical that had been previously approved we usually allow a 12-month grace period so that there is no disappointment from customers and no damage to the Weed Man brand.

You may wish to utilize a product or equipment of a brand or type that is not currently approved by us or from a supplier that is not currently approved by us. Before utilizing a currently unapproved brand or supplier, you must first notify us of your intent to do so, submit to us technical data, specifications, photographs, samples and/or other information requested by us, and obtain the written approval of us. Testing will be done by us at your expense, and then we must, within a reasonable time after your submission of the information requested by us, determine whether the brand and/or supplier is substantially equal in performance characteristics, quality, appearance, reliability and other relevant characteristics to the brands or suppliers we have already approved. Typically it takes two to three weeks for the laboratory to analyze fertilizer and one season to test the efficacy of other chemicals.

We may periodically prescribe additional, more specific or different procedures for the submission of requests for approval of brands and suppliers. We may impose obligations on approved suppliers and may require them to sign an agreement with us spelling out the requirements of our System.

We may charge you fees for testing and evaluating proposed brands and suppliers and may limit the number of approved brands and suppliers for any single product or piece of equipment.

Weed Man as an Approved Supplier.

Turf Supplies USA Inc. (TSUI) a company owned by Turf Holdings Inc. and the Sub Franchisor network was created to locate vendors, which provide products and

services including production vehicles, equipment, uniforms, invoices and other marketing communications used in the operation of the Business, that are identified and approved by THI. TSUI approves vendors and their approved products or services, negotiates national volume discounts on pricing and provides terms favorable to you. In the year ending December 31, 2025, TSUI's revenues from the sale of required products to WEED MAN franchisees were \$897,190.91 or 99% of its total revenues of \$907,291.71. In the year ending December 31, 2025, THI's revenues from the sale of required products to its franchisees were \$1,267,251.24 or about 7.31% of its total revenues of \$17,337,438.39.

We note above that TSUI is owned by our Sub Franchisor and us. None of our officers has any financial interest in any other suppliers.

As noted above regarding TSUI, we receive rebates from some of our suppliers based on their transactions with our franchisees. We receive on average a 2%-11% rebate of all franchisee purchases from some of our suppliers. We expect to make purchasing arrangements with suppliers for your benefit for fertilizer and chemical products, equipment, uniforms, forms and marketing services. We do not provide any material benefits to you based on your use of designated or approved sources. There are no purchasing or distribution cooperatives.

All advertising must comply with our system standards and specifications, and must be approved by us before use.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Article in Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Not applicable	Not applicable
(b) Pre-opening purchases/leases	Article 2.7	Items 5 and 8
(c) Site development and other pre-opening requirements	Not applicable	Not applicable
(d) Initial and ongoing training	Articles 2.1, 2.3, 2.4	Item 11
(e) Opening	Not applicable	Item 11
(f) Fees	Articles 4-1 - 4.4	Items 5, 6 and 7
(g) Compliance with standards and policies/Operations Manual	Articles 1.4, 2.8, 3-2 - 3.4, 3.6, 3.13	Items 11 and 16
(h) Trademarks and proprietary information	Articles 2.2, 5-1 - 5.4, 6.1	Items 13 and 14

Obligation	Article in Franchise Agreement	Disclosure Document Item
(i) Restrictions on products/ services offered	Article 3.6	Items 8, 11 and 16
(j) Warranty and customer service requirements	Article 3.10	Not applicable
(k) Territorial development and sales quotas	Article 3.1	Item 12
(l) Ongoing product/service purchases	Articles 3.6, 3.10	Item 8
(m) Maintenance, appearance and remodeling requirements	Articles 3.3, 3.14	Item 11
(n) Insurance	Article 3.12	Items 7 and 8
(o) Advertising	Articles 3.8, 3.9	Items 6, 7, 8 and 11
(p) Indemnification	Articles 10.1, 11.0	Item 6
(q) Owner's participation/ management/staffing	Articles 2.5, 3.5	Item 15
(r) Records/reports	Article 3.11, 3.17	Item 6
(s) Inspections/audits	Articles 3.15, 4.6	Item 6
(t) Transfer	Articles 7-1 - 7.5	Item 17
(u) Renewal	Article 1.2	Item 17
(v) Post-termination obligations	Articles 6.3, 9-1 - 9.6	Item 17
(w) Non-competition covenants	Articles 6.2, 6-4 - 6.6	Item 17
(x) Dispute resolution	Not applicable	Item 17
(y) Other: Guarantee of Franchisee obligations (Note 1)	Articles 11, 3.12, 6.2, 6.3, and throughout the franchise agreement	

ITEM 10 FINANCING

We offer to financially qualified franchisees financing of portions of the Initial Franchise Fee, initial training and start-up costs up to a maximum of \$50,000. The amount of financing we offer will depend on your financial qualifications and the level of financing we choose to make available. We reserve the right to suspend this financing program at any time. We are the direct lender under this program.

If we offer financing to you, and you choose to accept it, at the time you sign the Franchise Agreement you will sign a Demand Promissory Note in the amount of our loan to you, up to \$50,000, and a Security Agreement. The terms of this financing are summarized in the following chart.

SUMMARY OF FINANCING OFFERED

Items Financed: Portions of the Initial Franchise Fee, Training Expenses, and Start Up Costs	
Loan Feature	Summary
Amount Financed (Note 1)	Up to ~~\$50,000~~ (maximum)
Term (Note 2)	60 monthly payments
Interest Rate (Note 2)	9% APR
Monthly Payment (Notes 1, 2)	\$1,045.18 (if the maximum \$50,000 is financed)
Prepayment Penalty	None
Late Installment Fee (10 days after due date)	\$50 plus any collection costs
Security Required (Note 3)	A Security Agreement granting a security interest in the following collateral categories: Franchise Agreement Equipment, Fixtures and Vehicles. Inventory. Accounts, client lists, accounts receivable, and prepaid accounts. Insurance related to this collateral. Demand Promissory Note. A Personal Guarantee if the Borrower is not an individual.
Liability on Default (Note 3)	Full amount of remaining principal and interest, late installment fees, plus our collection costs including attorney fees.
Loss of Legal Right on Default (Note 3)	Waive objection to the court venue selected in the Security Agreement; waive right to counterclaim; waive right to jury trial.
Other Default Consequences (Note 4)	Termination of Franchise Agreement if payment more than 15 days late.

Commented [AC1]: Praj: Are these figures accurate? Same Q re Note 2.

Note 1: The maximum amount of financing we make available is \$50,000. It may be lower in some areas, depending on your financial qualifications and the level of financing that we choose to offer.

Note 2: The term of the Demand Promissory Note commences when you sign it and the Franchise Agreement and, unless paid earlier, it continues for 60 months from the first day of the second calendar month after the date you complete training. The Demand Promissory Note accrues interest beginning the first day of the first full calendar month following the date you complete training. The interest accrued in the first month before the installment payments begin will be amortized over the term of the Demand Promissory Note. The Demand Promissory Note is payable in 60 equal amortized monthly installments of principal and interest. If the maximum amount of \$50,000 is financed the monthly payment will be \$1,045.18, with the repayment of principal and interest over

60 months totaling \$62,710.71. The first payment would be due on the first day of the second full calendar month after the date you complete training. The monthly payment will be proportionately lower if you borrow less than \$50,000. For instance, if you borrow \$30,000 on the same terms, the monthly payment will be \$627.11, with the repayment of principal and interest over 60 months totaling \$37,626.43. The rate of interest will not change over the life of the Demand Promissory Note.

Installment payments on the Demand Promissory Note must be made by a direct debit of your bank account for each installment due on its due date, using the Automated Clearing House (ACH) or another automatic bank payment function. You must pay for all bank charges for this electronic direct debit. At the time you execute the Franchise Agreement, and at later dates on our request, you must execute an appropriate authorization agreement for automatic payment to permit our bank to draw funds from the bank account you designate.

There is no finance fee except as described above in this Note 2 and the "Summary of Financing Offered" table shown above in this Item 10. The rates described above will not change depending on the time of year the Demand Promissory Note is issued.

Note 3: If you and we agree on the financing described in this Item 10, you will execute a Demand Promissory Note, which is a negotiable instrument evidencing the Loan, and a Security Agreement granting to us as your lender a security interest in various categories of collateral in your business. You will see sample forms of the Demand Promissory Note and Security Agreement at Exhibit C to this Franchise Disclosure Document.

Under the Security Agreement you grant to us as the Lender a security interest in the Franchise Agreement; the equipment, vehicles, and fixtures in your business; all of your inventory; the accounts and accounts receivable of the business; and all insurance and insurance proceeds related to these assets.

The Security Agreement provides for the right of the Lender to apply the Collateral to payment of the amount owed on the Loan in the event of a default or failure to pay the amount owing on time. If the Borrower defaults, and the Lender must enforce its rights, the Security Agreement provides:

- Borrower expressly waives any presentment, demand, protest or other notice of any kind.
- Borrower (a) agrees that any lawsuit relating to the Security Agreement may be brought, at the option of Lender, in a court designated in the Security Agreement; (b) consents to the jurisdiction of the designated court in any lawsuit; and (c) waives any objection to the selected court.
- Lender may enforce its rights without resorting to the courts. The Borrower waives any right it may have to notice and a hearing before the Lender takes possession or sells the Collateral through self-help or other lawful process. The Borrower acknowledges that this waiver is consistent with commercial necessity. The Lender may seek relief through the courts at its option.
- The Borrower and the Guarantor(s) waive their right to trial by jury.

The Security Agreement also imposes the obligation to pay the Lender's collection costs, which include reasonable attorney's fees.

The Demand Promissory Note provides that the Borrower and Guarantors together: (a) waive presentment, demand for payment, notice of dishonor, and all other notices and demands in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of the Note; (b) consent that the time of payment may be extended on any terms and conditions without notice; (c) agree that additional co-makers, guarantors, and sureties may become parties to the Note without notice; and (d) waive any and all benefits of homestead exemptions and all other exemptions to which they may be entitled under law.

The terms of the Demand Promissory Note also provide that the holder of the Demand Promissory Note is entitled to bring a lawsuit concerning the Demand Promissory Note against the Borrower and Guarantor(s) in any state where any of them, or the holder, resides or has a place of business. To the extent permitted by law, the Borrower and any Guarantor may not make any counterclaim of any kind in that lawsuit, and they waive the right to trial by jury.

The Security Agreement and the Demand Promissory Note require a Personal Guarantee of the obligations of the Loan if the Franchisee/Borrower is a corporation or limited liability company rather than an individual.

Note 4: The Franchise Agreement may be terminated with no opportunity to cure the default if you fail to make any payment due under the Demand Promissory Note within 15 days of its due date. The holder of the Demand Promissory Note may also declare the entire remaining balance of the principal and interest immediately due and payable. In this event you may also incur liability for our collection costs, including reasonable attorney's fees.

Neither we, nor any affiliate currently receives payment from any person or persons for the placement of financing with you. However, we reserve the right to offer arrangements for financing and to receive payment from a third party for the placement of this financing in the future.

We do not have any past or present practice or intent to transfer, assign, discount, or sell to a third party, all or part of any Demand Promissory Note, contract, or other instrument executed by you, but we reserve the right to do so in the future. If we assign your Loan at some time in the future we do not know the terms that would apply, although the assignment would not affect our obligations under the Franchise Agreement if it is still in effect at that time. Any assignment would be subject to applicable law governing negotiable instruments and may result in the Borrower and Guarantor(s) losing all defenses they may have against us as the Lender.

You will find the sample copies of the two documents containing the financing terms and conditions at Exhibit C of this Franchise Disclosure Document. They are named "Demand Promissory Note" and "Security Agreement."

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

Except as listed below, THI is not required to provide you with any assistance:

Before you open the Business, we will:

- (a) Provide reasonable guidance to you in preparing for the commencement of the Business which includes offering you finished equipment packages, inventory and uniform requirements, forms and supplies conforming to our specifications. (Articles 3.2 and 3.7, Franchise Agreement);
- (b) Provide an initial training program including a detailed business plan prepared for you in your initial training course. See this Item, below, for a detailed explanation of the training program. (Section 2.1, Franchise Agreement)

During your operation of the Business, we will:

- (a) Advise you of any operating problems of the Business as they are made known to us. (Article 3.15, Franchise Agreement)
- (b) Provide advice and technical guidance in the form of Technical Bulletins and will provide know-how, developments, techniques and improvements in lawn-care and weed eradication, as they are needed including two site visits in your first year at your place of business. (Article 2.4, Franchise Agreement)
- (c) Provide access online to our Operation Systems, which contains mandatory and suggested specifications, standards and procedures. (Article 2.2, Franchise Agreement)
- (d) Hold a Convention, refresher training and periodic seminars to discuss sales techniques, personnel training, accounting, inventory control, performance standards, advertising programs and motivational techniques. (Article 2.3, Franchise Agreement)

You may select any site for the location of the franchised business. We do not select or approve the site. We do not provide assistance with conforming the premises to local ordinances and building codes or obtaining any required permits and/or constructing, remodeling, or decorating the premises, and/or hiring and training employees. We do not generally own the premises or lease the premises to you.

Advertising Fund

We must maintain and administer an advertising fund (the “Advertising Fund”). All franchisees (including any company-owned stores) must contribute to the fund at the same rate. The current rate is 1.2% of Net Sales (see Item 6). This rate of Advertising Fund contribution may be revised after December 31, 2033. After December 31, 2033, the rate may be increased at our determination but in any event the revised rate will not exceed 3% of Net Sales per month. Until December 31, 2033, we will contribute to the fund at a rate equal to 50% of the contributions made by you. After December 31, 2033, our monthly contributions to the Advertising Fund will cease. The Fund may be used by us, in our sole discretion, to meet any and all costs of maintaining, administering, directing and creating national, regional, or local advertising materials.

The advertising contributions from you may be commingled with our general funds, but administratively segregated to form the Advertising Fund. We must account for the Fund separately from our other funds. We will provide to franchisees an annual unaudited accounting of the receipts and disbursements of the Advertising Fund within 90 days of the end of our fiscal year. All funds not spent in the year in which they accrued will be placed in short-term investment instruments and spent during the following calendar year.

The media in which the advertising may be disseminated include use print, radio, television, Internet, telephone marketing service and various means of communication with prospects and customers.

The source of advertising will be a combination of materials we produce in house and services from outside national and regional advertising agencies.

We are not obligated to spend any particular amounts on advertising in your Territory. We may spend on behalf of the Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Businesses to the Fund in that year and the Fund may borrow from us or others to cover deficits or invest any surplus for future use. We will not spend any Fund moneys for the solicitation and sale of franchises. During the last fiscal year (ending 12/31/25), the Advertising Fund spent 7.5% of its expenditures on administrative costs and the remaining 92.5% was spent on creative development, website costs, consumer magazines, consumer newsletters, public relations and media placement.

There is no advertising council composed of franchisees in the WEED MAN system. There is no requirement that you participate in any local or regional advertising cooperative.

Local Advertising

You must participate in local advertising of the Business and do so only by means of advertising and promotion materials that have been approved by us. We will provide you with approved advertising plans and materials. However, we must do so only on the same terms and conditions as plans and materials are furnished to other Weed Man businesses. Any Internet advertising specific to your business must be promoted only through Weed Man-approved websites. (Article 3.9, Franchise Agreement)

Computer Systems

Every franchise must use a computer system in the operation of the Business. The required computer system will consist of a current model computer system with a current Windows operating system, high speed Internet connection, as well as MS Office, Microsoft VNC, Lexmark or comparable Laser Printer, APC Backups Office 500va UPS or comparable, and a backup device or service sufficient to back up all data files and application software with media. We estimate the costs of the computer system hardware to be approximately \$1,000. We do not require you to use any sort of point-of-sale computer. We cannot estimate the maintenance costs to keep your equipment in working order.

The operational software WEMMS.NET has been developed especially for the service business. This software is the proprietary property of Toaga Dev Works and must be purchased through them. There is no contractual right or obligation by Toaga Dev Works or us to provide maintenance, repair, upgrades or updates. The software has been continuously in use by the WEED MAN system since 1985.

The cost of the computer software package described above is \$4,750, which includes the cost of the software, the prospect file inspiration, API set-up set up and the first year of support. 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.

You are required to update and maintain your computer system as necessary to perform all office and computer functions required by the Franchise Agreement. This computer system updating and maintenance will cost approximately \$500 to \$800 per year. There is no contractual limitation on the cost or frequency of this obligation. We do have independent Internet access to all data gathered for your business, including all customer data. There are no contractual limitations on the Franchisor's right to access this information.

Operations Manuals

The table of contents of our electronic Manuals we provide you as of our most recent fiscal year end is attached as Exhibit E. The materials are comprised of text,

images, slides, and videos. The following chart shows the components and the number of pages in each component, which together we call the Operating Manual:

	Pages	Videos
Marketing Manual	3,032	
Administration Manual	1,584	
Technical Manual	1,333	
Public Relations	66	
Video Library		30
Website Library	46	
Turf Supplies	191	
Total Manual Pages	6,252	

Training

Before the Business's opening, we will provide initial training to you and your manager on the operation of the Business with our online program. As the training is provided online it is always available to new franchise owners at any time of the year. We do not impose a deadline for the completion of initial training; however we recommend that you plan to have all training completed before your first lawn-growing season.

You or your manager must complete this training to our satisfaction. In addition to the training expenses outlined in Item 7, you must pay for all salary, travel and living expenses (i.e. expenses for transportation, lodging, meals and salaries) that you and your manager may incur for training. Our training program will be conducted by a team of experienced WEED MAN managers, most of whom have been with the WEED MAN organization for more than 15 years. Each trainer in this list is followed in parentheses by the number of years he or she has been part of the WEED MAN organization: Mike Richard (30+ years), Laurie Young (30+ years), Chris Lemcke (30+ years), Greg Cupples (20+ years), Erica Knapp (14+ years), Jason McCausland (30+ years), Crystal Shane (10+ years), Bob Shane (30+ years), and/or Jennifer Lemcke (30+ years) from Turf Holdings Inc. Toaga Dev Works with its predecessor, Shaco Enterprises Limited, has been the computer software supplier and support representative for over 25 years. As of our most recent fiscal year end, we provided the following training:

TRAINING PROGRAM

	Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location†
Day 1	Agronomic and Technical	8	*	Orono, Ontario
Day 2	Technical	8	*	Orono, Ontario
Day 3	Marketing and Sales	8	*	Orono, Ontario
Day 4	Marketing and Sales	8	*	Orono, Ontario
Day 5	Office Administration, Website and Social Media	8	*	Orono, Ontario
Day 6	Business Plan	9	*	Orono, Ontario
Day 7	Business Plan	9	*	Orono, Ontario
Online	WEMMS.NET Administration	0	8**	Online
Online	WEMMS.NET Administration	0	4**	Online

† This year all or a portion of our training will be provided online depending on travel/pandemic restrictions.

*The on-the-job training presently consists of at least two days follow-up training of the subjects covered in the classroom.

**WEMMS.NET training will take place online after completion of the principal training. Mandatory training for the WEMMS.NET software includes up to 8 hours training on Configuration, Daily Usage and Reporting (recommended 2x4 hour sessions), a 1-hour to 2-hour follow-up session, and a 2-hour training in Stoptimiser and Bin Creator that must be attended by at least one person from each franchise.

We require you to complete the formal initial training program before opening and we may require additional training programs once you have commenced operations. You may commence operations as soon as your initial training program is complete.

ITEM 12 TERRITORY

If the Franchise Agreement remains in effect, you can use the WEED MAN System to sell Lawn Care Services, Mosquito Control Services, and Perimeter Pest Control Services under the Marks within an assigned Territory. The Territory is based on such factors as population density, market statistics, competition and other factors. The general target for the size of a single franchise territory is a population of up to 150,000 people; however, by mutual agreement with the new franchisee a single franchise territory may be awarded with a population as low as 50,000 residents in isolated areas. We draw our population data from the data supplied by the US Census Bureau. Precise boundaries are described by the use of a map setting forth county lines, township lines, municipal boundaries, census tract boundaries and state and US highways. A description of the territory is attached in Schedule 2 of the Franchise Agreement, which is found in Exhibit C.

You select the premises for the office of the Business and for the warehouse in which inventory of the Business are stored, and you must operate the Business only from those locations.

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

You 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. 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 Franchise Agreement without receiving the necessary approvals; (e) if we engage in conduct that reflects unfavorably on the Marks or the Weed Man System; (f) if we fail or refuse to pay amounts due TH Canada when due; (g) if we fail or refuse to submit reports when due; or (h) if we fail to cure any other default within 30 days of receiving written notice of the default. If the Master Franchise Agreement expires or terminates, your rights under the Franchise Agreement will be assigned to TH Canada.

If you are aware of any trademark infringement or receive a claim regarding your use of the Marks, or you receive a claim of unfair competition based on your use of the Marks, you must advise us and TH Canada of all claims or infringing uses of the Marks by others. We will solely determine whether these uses are unauthorized uses whether any claim has merit and whether action should be commenced by us or TH Canada to curtail these uses or defend the Marks. We or TH Canada are not required by the Franchise Agreement to take any action when we receive notice of an unauthorized use or claim you may receive. We and TH Canada have the exclusive right to control any administrative proceedings or litigation involving one of the Marks. If, because of an infringement, TH Canada or we think it is advisable for you to modify or discontinue the use of any of the Marks or to use a substitute trademark, you must do so. In that case, we will reimburse you for the actual expenses you reasonably incur in replacing signs or other printed material used in the conduct of your WEED MAN business that bear the Marks to be modified or discontinued.

We do not know of any infringing uses that could materially affect your use of the principal trademarks.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. We claim copyright protection of our written materials, videotapes, training materials and related materials although these materials have not been registered with the United States Registrar of Copyrights. The written materials, videotapes and related materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect, which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us that could materially 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 as “optional services.” In addition, you must always maintain an inventory of authorized and approved products sufficient in variety and quality to satisfy customer demand.

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ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Article in Franchise Agreement	Summary
(a) Length of franchise	Article 1.2	10 years
(b) Renewal or extension of the term	Article 1.2	One renewal term of 10 years on new terms and conditions is permitted if you meet certain requirements.
(c) Requirements for franchisee to renew or extend	Article 1.2	You are substantially in compliance, not then in default, made necessary modifications, paid a renewal fee equal to 50% of the then current franchise fee, signed release and sign then current form of Franchise Agreement. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you will be asked to sign a new franchise agreement that may contain terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
(d) Termination by franchisee	Not Applicable	Termination by franchisee is subject to state law.
(e) Termination by franchisor without cause	Not Applicable	
(f) Termination by franchisor with cause.	Article 8.1, 8.2	We can terminate only if you commit any one of several violations.

Provision	Article in Franchise Agreement	Summary
(g) "Cause" defined – curable defaults	Article 8.1	Abandonment, unauthorized transfers, unauthorized disclosure of know-how, insolvency, repeated violations, conviction of a felony, failure to maintain insurance, failure to complete training, failure to commence business.
(h) "Cause" defined – non-curable defaults	Article 8.1	30 days cure for all other defaults.
(i) Franchisee's obligations on termination/non-renewal	Articles 9–1 - 9.5	Cease operating Business, cease use of System including WEMMS software and Marks, cancel assumed or similar name registrations, return materials, change telephone number or de-identify, pay outstanding amounts.
(j) Assignment of contract by franchisor	Article 7.1	No restriction on our right to assign.
(k) "Transfer" by franchisee – defined	Article 7.2	Includes transfer of any right or interest in the Agreement or you.
(l) Franchisor approval of transfer by franchisee	Article 7.2	We have the right to approve all transfers.
(m) Conditions for franchisor approval of transfer	Article 7.2	You are not in default, transferee qualifies and provides required documents, assumes all your obligations, transfer fee paid, you sign and deliver release, training completed, monetary obligations subordinated transferee's owners sign guaranty.
(n) Franchisor's right of first refusal to acquire franchisee's business	Article 7.4	We have right to match offer.

Provision	Article in Franchise Agreement	Summary
(o) Franchisor's option to purchase franchisee's business	Article 9.4	Right to purchase for predetermined formula 30 days after Termination.
(p) Death or disability of franchisee	Articles 7.3	Franchise must be transferred to an approved buyer within 12 months.
(q) Non-competition covenants during the term of the franchise	Article 6.2	No involvements in any lawn care business.
(r) Non-competition covenants after the franchise is terminated or expires	Article 6.3	No interest for 2 years in lawn care business within the Territory, within another WM Territory, or within a 50-mile radius of the Territory.
(s) Modification of the agreement	Article 10.8	No modifications without writing.
(t) Integration/merger clause	Article 10.8	Only the terms of Franchise Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or in any related agreement is intended to disclaim representations made in this Franchise Disclosure Document.
(u) Dispute resolution by arbitration or mediation	Not Applicable	
(v) Choice of forum	Article 10.7	The parties agree to the jurisdiction of any court located in Delaware, subject to applicable state law.
(w) Choice of law	Article 10.7	Delaware law applies, subject to applicable state law.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

Table 1: 2025 US System Sales Performance

Franchised locations open for the full year of 2025	
Number of locations Reporting	149
Average gross sales	\$2,042,513.75
Median gross sales	\$1,693,229.65
Highest gross sales	\$8,044,488.89
Lowest gross sales	\$96,147.97

Table #1 includes only franchised locations that were open and operating for the full calendar year of 2025 (149 of 153 total "brick and mortar" locations).

Gross sales figures are derived from data reported by franchisees through the Weed Man system and compiled by us. These figures are not audited. We have access to franchisee reporting systems and review this data for consistency and completeness.

Some outlets have sold this amount. There is no assurance you'll do as well. If you rely upon our figures, you must accept the risk of not doing as well.

Table #2: 2025 Revenue Distribution

Quartile	# of Locations	Average Revenue	Median Revenue
First Quartile (Top 25%)	39	\$4,193,600.39	\$3,910,084.94
Second Quartile (26% to 50%)	36	\$2,347,330.60	\$2,344,943.14
Third Quartile (51% to 75%)	37	\$1,173,815.01	\$1,167,166.99
Fourth Quartile (76% to 100%)	37	\$347,272.33	\$349,248.93

Quartiles are based on the 149 locations (out of a total of 153 locations) that were open and operating for the full calendar year of 2025, as described in Table 1.

Gross sales figures are derived from data reported by franchisees through the Weed Man system and complied by us.

These figures are not audited. We have access to franchisee reporting systems and review this data for consistency and completeness.

Some outlets have sold this amount. There is no assurance you'll do as well. If you rely upon our figures, you must accept the risk of not doing as well.

Other than the two tables shown above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised units. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jennifer Lemcke, 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA; telephone (905) 579-4000 Ext 115; the Federal Trade Commission; and the appropriate state regulatory agencies.

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ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Note: If multiple events occurred affecting an outlet, these tables show the event that occurred last in time.

National Table No. 1

System-wide Outlet Summary*
For Years 2023 to 2025

Column Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets				
	2023	241	255	14
	2024*	117*	121*	4*
	2025	121	121	0
Company-Owned				
	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets				
	2023	241	255	14
	2024*	117*	121*	4*
	2025	121	121	0

*As of December 31, 2025, there were 153 physical franchisee business locations, 121 franchise agreements (single or combined franchise agreements), 278 Areas served by our franchisees, and 795 territories in the US WEED MAN System. The tables in this Item 20 refer to franchise agreements. These figures were affected by the merging of many franchise agreements with existing franchisees that became effective on January 1, 2024. The 2024 Net Change figure does not indicate any loss of contracts; rather it indicates that many contracts were merged at the election of franchisees. See the Supplemental Table shown below in this Item 20.

National Table No. 2

Transfers of Outlets from Franchisees to New Owners
For the Years 2023 to 2025
(Other than the Franchisor)

State	Year	Number of Transfers
Arkansas	2023	0
	2024	0
	2025	1
California	2023	0
	2024	0
	2025	1
Michigan	2023	1
	2024	1
	2025	1
Missouri	2023	4
	2024	0
	2025	0
Nebraska	2023	0
	2024	2
	2025	0
New Jersey	2023	0
	2024	3
	2025	0
Oklahoma	2023	4
	2024	0
	2025	0
Ohio	2023	0
	2024	0
	2025	0
South Carolina	2023	1
	2024	0
	2025	0
Texas	2023	2
	2024	0
	2025	0
Tennessee	2023	0
	2024	0
	2025	1

State	Year	Number of Transfers
Virginia	2023	0
	2024	0
	2025	0
Washington	2023	0
	2024	1
	2025	0
West Virginia	2023	0
	2024	0
	2025	0
Totals	2023	12
	2024	7
	2025	4

National Table #3

Status of WEED MAN Franchised Outlets*
For Years 2023 to 2025

State	Year	Franchise Agreement s at Start of Year	Franchise Agreement s Opened	Termination s	Non- Renewal s	Reacquire d by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Alabama	2023	5	1	0	0	0	0	6
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Alaska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Arizona	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Arkansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	1	0	0	1
California	2023	5	1	0	0	0	0	6
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Colorado	2023	5	0	0	0	0	0	5
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

State	Year	Franchise Agreement s at Start of Year	Franchise Agreement s Opened	Termination s	Non- Renewal s	Reacquire d by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Connecticut	2023	5	1	0	0	0	0	6
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Delaware	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
District of Columbia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Florida	2023	6	0	1	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	1	0	0	0	5
Georgia	2023	7	1	0	0	0	0	8
	2024	6	1	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Hawaii	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Idaho	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Illinois	2023	18	0	0	0	0	0	18
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Indiana	2023	8	1	0	0	0	0	9
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Iowa	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kansas	2023	1	1	0	0	0	0	2
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2023	8	0	0	0	0	0	8
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

State	Year	Franchise Agreement s at Start of Year	Franchise Agreement s Opened	Termination s	Non- Renewal s	Reacquire d by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Louisiana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maine	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Maryland	2023	6	0	0	0	0	0	6
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Massachusetts	2023	7	0	0	0	0	0	7
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Michigan	2023	14	2	0	0	0	0	16
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Mississippi	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	8	0	0	0	0	0	8
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Montana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nebraska	2023	3	0	0	0	0	0	3
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Nevada	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
New Hampshire	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
New Jersey	2023	6	2	0	0	0	0	8
	2024	3	0	0	0	0	0	3
	2025	3	0	1	0	0	0	2

State	Year	Franchise Agreement s at Start of Year	Franchise Agreement s Opened	Termination s	Non- Renewal s	Reacquire d by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
New Mexico	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
New York	2023	4	0	0	0	0	0	4
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
North Carolina	2023	13	0	0	0	0	0	13
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
North Dakota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Ohio	2023	20	1	0	0	0	0	21
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Oklahoma	2023	7	0	0	0	0	0	7
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	15	1	0	0	0	1	15
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Rhode Island	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
South Carolina	2023	5	1	0	0	0	0	6
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	0	5
South Dakota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Tennessee	2023	8	1	0	0	0	0	9
	2024	4	0	0	0	0	0	4
	2025	4	1	0	0	0	0	5
Texas	2023	17	3	0	1	0	0	19
	2024	8	0	0	0	0	0	8
	2025	8	1	0	0	0	0	9

State	Year	Franchise Agreements at Start of Year	Franchise Agreements Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Utah	2023	5	0	0	0	0	0	5
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Vermont	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Virginia	2023	11	0	0	0	0	0	11
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Washington	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
West Virginia	2023	2	0	0	0	0	0	2
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Wisconsin	2023	10	0	0	0	0	0	10
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Wyoming	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Totals	2023	241	17	1	1	0	1	255
	2024	117*	4	0	0	0	0	121
	2025	121	3	2	1	0	0	121

*The merged and newly effective franchise agreements in the WEED MAN system signed during 2023 became effective January 1, 2024. For clarity we are showing in this Table #3 the figures at the beginning of 2024 as reflecting the dozens of contracts that became effective on that date. In many instances this number will be substantially lower compared to the number of contracts in existence at the end of December 31, 2023. These figures were affected by the merging of many franchise agreements with existing franchise agreements that became effective on January 1, 2024. This does not indicate any loss of contracts or franchisees; rather it indicates that many contracts were merged at the election of franchisees.

As of December 31, 2025, there were 153 franchisee entities, 121 franchise agreements (single or combined franchise agreements), 278 Areas served, and 759 Unit Territories in the US WEED MAN System. The tables in this Item 20 refer to franchise agreements. See the Supplemental Table shown below in this Item 20.

National Table #4

Status of Company-Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

National Table #5

Projected Openings as of December 31, 2025

State	Franchise Agreements Signed but Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2026)	Projected New Company-Owned Outlets in the Next Fiscal Year (2026)
Florida	0	1	0
Indiana	0	1	0
Rhode Island	1	0	0
New York	0	1	0
Oregon	0	1	0
North Carolina	0	1	0
South Dakota	0	1	0
Washington	0	1	0
Totals	1	7	0

In 2023, Weed Man and the Weed Man sub-franchisors offered to all existing unit franchisees in the Weed Man system, the optional opportunity to convert to the new form of franchise agreement, and more than 95% of the system accepted the proposed conversion. Approximately 5% declined to convert their franchise agreements and those existing franchise agreement remain in effect. In addition, for administrative purposes, 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. As the

merging of many WEED MAN agreements affect the statistics shown above in this Item 20, we provide the following updated statistical table as of December 31, 2025.

Supplemental Table

Supplemental Table
System-Wide Outlet Summary
as of December 31, 2024 and December 31, 2025

	As of December 31, 2024	As of December 31, 2025
Franchisee Locations	154	153
Franchise Agreements	121	121
Franchise Areas	274	278
Territories	759	795
Company owned Outlets	0	0

Exhibit D lists the names of all our operating franchisees and the addresses and telephone numbers of their businesses as of December 31, 2025. Exhibit D lists the franchisees who have signed Franchise Agreements for units that were not yet operational as of December 31, 2025. Exhibit D also lists the name, city and state, and business telephone number of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we have not signed any confidentiality clauses with current or former franchisees that would restrict them from speaking openly with you about their experience with us.

There is no franchisee association in the Weed Man system.

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ITEM 21 FINANCIAL STATEMENTS

The financial statements for Turf Holdings, Inc. included in this Disclosure Document at Exhibit B are its audited financial statements and independent auditor's report as of December 31, 2025, December 31, 2024, and December 31, 2023.

The fiscal year end of Turf Holdings, Inc. is December 31.

ITEM 22 CONTRACTS

The following contracts are attached to this Disclosure Document as Exhibit C and appear in the following order. These are the only contracts Weed Man will enter into with you in this state.

1. Unit Franchise Agreement
2. Mutual General Release Agreement
3. Demand Promissory Note
4. Security Agreement
5. ACH Authorization Agreement

ITEM 23 RECEIPTS

The last page of the Disclosure Document (following the exhibits and attachments) is a document acknowledging receipt of this Disclosure Document by you (one copy for you and one to be signed and dated for us).

The remainder of this page is blank.



EXHIBIT A

State Authorities/Agents for Service of Process

STATE	STATE AUTHORITY	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION 320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677 (Toll Free)	The Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, California 90013-2344
ILLINOIS	FRANCHISE DIVISION OFFICE OF THE ATTORNEY GENERAL 500 South Second Street Springfield, Illinois 62706	Attorney General of Illinois Office of the Attorney General 500 South Second Street Springfield, IL 62706
INDIANA	Indiana Secretary of State 302 West Washington Street Room E-111 Indianapolis, IN 46202	Indiana Secretary of State 302 West Washington Street Room E-111 Indianapolis, IN 46202
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020	The Commissioner of Securities Office of the Attorney General 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	State of Michigan Department of Attorney General Franchise Registration Section P.O. Box 30213 Lansing, MI 48909	
MINNESOTA	THE COMMISSIONER OF COMMERCE MINNESOTA DEPARTMENT OF COMMERCE 85 7th Place East, Suite 280 St. Paul, MN 55101-2198	The Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198
NEW YORK	Administrator: NYS Department of Law Investor Protection Bureau 28 Liberty St., 21st Floor New York, New York 10005 (212) 416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231

STATE	STATE AUTHORITY	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	NORTH DAKOTA SECURITIES DEPARTMENT 600 East Boulevard Ave. State Capitol, 5 th Floor, Dept. 414 Bismarck, ND 58505-0510 Telephone: 701-328-4712	SECURITIES COMMISSIONER North Dakota Securities Department 600 East Boulevard Ave. State Capitol, 5 th Floor, Dept. 414 Bismarck, ND 58505-0510
RHODE ISLAND	DEPARTMENT OF BUSINESS REGULATION Securities Division – Franchise Section 1511 Pontiac Avenue, Bldg. 69-2 Cranston, Rhode Island 02920	Director of the Rhode Island Department of Business Regulation Securities Division – Franchise Section 1511 Pontiac Avenue, Bldg. 69-2 Cranston, Rhode Island 02920
SOUTH DAKOTA	DIVISION OF INSURANCE SECURITIES REGULATION 124 S. Euclid Suite 104 Pierre, SD 57501 (605) 773-3563	DIRECTOR OF DIVISION OF INSURANCE SECURITIES REGULATION 124 S. Euclid Suite 104 Pierre, SD 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, Virginia 23219	Clerk State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, Virginia 23219
WASHINGTON	DEPARTMENT OF FINANCIAL INSTITUTIONS 150 Israel Rd SW Tumwater, Washington 98501	Director of Financial Institutions 150 Israel Rd SW Tumwater, Washington 98501
WISCONSIN	DEPARTMENT OF FINANCIAL INSTITUTIONS SECURITIES DIVISION P.O. Box 1768 Madison, Wisconsin 53701-1768	Administrator, Division of Securities, Dept of Financial Institutions P.O. Box 1768 Madison, WI 53701

Legal notices for other states should be directed to our Chief Executive Officer at the address shown in Item 1.



EXHIBIT B
FINANCIAL STATEMENTS



Turf Holdings, Inc.

Financial Statements
December 31, 2025, December 31, 2024
and December 31, 2023

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Independent Auditor's Report

To the Board of Directors and Shareholders
Turf Holdings, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Turf Holdings, Inc., which comprise the balance sheets as of December 31, 2025, December 31, 2024 and December 31, 2023, and the related statements of income, shareholders' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Turf Holdings, Inc. as of December 31, 2025, December 31, 2024 and December 31, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audits of the Financial Statements section of our report. We are required to be independent of Turf Holdings, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Restatement of the 2024 Financial Statements

As discussed in Note 16 to the financial statements, the net income, accounts receivable, long-term accounts receivable and deferred tax liability balances have been adjusted as of and for the year ended December 31, 2024 to correct accounting errors and properly reflect the balances in those accounts. Our opinion is not modified with respect to this matter.

Emphasis-of- Matter

As discussed in Note 8 to the financial statements, the Company acquired assets from sub-franchisors. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audits of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Turf Holdings, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Turf Holdings, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of costs and expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Brock Schechter & Polakoff, LLP

**Buffalo, New York
February 17, 2026**

Balance Sheets

	2025	December 31, 2024 (Restated)	2023
Assets			
Current assets			
Cash	\$ 1,529,796	\$ 8,474,655	\$ 1,016,831
Cash - restricted	2,605,831	2,537,914	2,895,055
Accounts receivable, net allowance for credit losses (\$7,500 - 2025, \$1,000 - 2024 and \$2,000 - 2023)	322,704	170,909	120,342
Accounts receivable - related parties	39,160	-	85,942
Advances to related party	-	-	13,663
Other receivables	125,774	9,943	269,271
Current portion of notes receivable	81,346	30,654	37,100
Prepaid expenses	4,000	21,179	-
Prepaid income taxes	-	-	6,659
Total current assets	<u>4,708,611</u>	<u>11,245,254</u>	<u>4,444,863</u>
Property and equipment			
Improvements	-	4,764	4,764
Less: accumulated depreciation	-	498	376
Net property and equipment	<u>-</u>	<u>4,266</u>	<u>4,388</u>
Other assets			
Notes receivable, net of current and allowance for credit losses (\$8,750 - 2025, \$1,500 - 2024 and \$8,000 - 2023)	201,582	48,234	82,513
Long-term accounts receivable, net of allowance for credit losses (\$17,500 - 2025, \$7,500 - 2024 and \$-0- - 2023)	874,763	594,500	-
Investment in Turf Supplies USA	225,982	242,934	220,303
Intangible assets, net of amortization	67,235,677	27,500	49,500
Deferred tax asset	230,600	-	-
Deposits	-	44,851	5,000
Total other assets	<u>68,768,604</u>	<u>958,019</u>	<u>357,316</u>
	<u>\$ 73,477,215</u>	<u>\$ 12,207,539</u>	<u>\$ 4,806,567</u>
Liabilities and Shareholders' Equity			
Current liabilities			
Line of credit - related party	\$ 4,418,500	\$ -	\$ -
Current portion of notes payable	5,819,591	-	-
Accounts payable	87,350	205,068	116,596
Accounts payable - related party	2,511,215	9,139	59,834
Accrued wages and benefits	31,688	-	9,546
Accrued wages and benefits - related party	-	-	92,196
Accrued expenses	69,559	34,825	-
Accrued income taxes	1,547,750	270,530	-
Accrued interest - related party	32,219	-	-
Advances from related party	165,204	-	-
Advances from parent company	-	8,318,500	-
Total current liabilities	<u>14,683,076</u>	<u>8,838,062</u>	<u>278,172</u>
Long-term liabilities			
Notes payable	40,164,200	-	-
Deferred income tax liability	-	250,200	56,700
Total long-term liabilities	<u>40,164,200</u>	<u>250,200</u>	<u>56,700</u>
Shareholders' equity			
Common stock, \$.001 par value; 10,000,000 shares authorized; 3,554,561 shares issued and outstanding - 2025, \$1 par value; 10,000 shares authorized; 2,935 shares issued and outstanding - 2024 and 2023	3,555	2,935	2,935
Paid-in capital	11,101,308	307,941	307,941
Retained earnings	7,525,076	2,808,401	4,160,819
Total shareholders' equity	<u>18,629,939</u>	<u>3,119,277</u>	<u>4,471,695</u>
	<u>\$ 73,477,215</u>	<u>\$ 12,207,539</u>	<u>\$ 4,806,567</u>

The accompanying notes to the financial statements are an integral part of these statements

Statements of Income

	For the Years Ended December 31,		
	2025	2024 (Restated)	2023
Revenue			
Royalties	\$ 13,978,192	\$ 4,212,871	\$ 3,559,001
Franchise contributions for advertising and other services	4,609,702	4,436,344	3,764,803
Survey monkey	23,400	20,400	19,470
Franchise fees	758,000	850,667	424,854
Unit fees	1,033,807	677,962	302,184
Management fees	272,188	353,291	341,098
Training	4,600	-	9,200
Fertilizer rebates	1,267,251	235,894	177,408
Total revenue	<u>21,947,140</u>	<u>10,787,429</u>	<u>8,598,018</u>
Costs and expenses	<u>11,849,336</u>	<u>6,569,977</u>	<u>5,261,452</u>
Income from operations	<u>10,097,804</u>	<u>4,217,452</u>	<u>3,336,566</u>
Other income and expenses			
Investment income	233,048	322,631	302,974
Interest income	62,894	97,166	36,103
Foreign currency transaction loss	(11,375)	(52,640)	(15,668)
Loss on disposal of property and equipment	(4,266)	-	-
Interest expense	(3,682,391)	-	-
Penalties	(20,695)	-	-
Total other income (expense)	<u>(3,422,785)</u>	<u>367,157</u>	<u>323,409</u>
Income before income taxes	<u>6,675,019</u>	<u>4,584,609</u>	<u>3,659,975</u>
Provision for (benefit from) income taxes			
Current income taxes	2,439,144	1,104,381	729,467
Deferred income taxes	(480,800)	193,500	17,900
Total provision for income taxes	<u>1,958,344</u>	<u>1,297,881</u>	<u>747,367</u>
Net income	<u>\$ 4,716,675</u>	<u>\$ 3,286,728</u>	<u>\$ 2,912,608</u>

The accompanying notes to the financial statements are an integral part of these statements

Statements of Shareholders' Equity

	Common Stock	Paid-in Capital	Retained Earnings (Restated)	Total Shareholders' Equity (Restated)
Balance - December 31, 2022	\$ 2,935	\$ 307,941	\$ 3,748,211	\$ 4,059,087
Net income - 2023	-	-	2,912,608	2,912,608
Dividends paid	-	-	(2,500,000)	(2,500,000)
Balance - December 31, 2023	2,935	307,941	4,160,819	4,471,695
Net income - 2024 (restated)	-	-	3,286,728	3,286,728
Dividends paid	-	-	(4,639,146)	(4,639,146)
Balance - December 31, 2024 (restated)	2,935	307,941	2,808,401	3,119,277
Net income - 2025	-	-	4,716,675	4,716,675
Common stock issued	620	10,793,367	-	10,793,987
Balance - December 31, 2025	<u>\$ 3,555</u>	<u>\$ 11,101,308</u>	<u>\$ 7,525,076</u>	<u>\$ 18,629,939</u>

The accompanying notes to the financial statements are an integral part of these statements

Statements of Cash Flows

	For the Years Ended December 31,		
	2025	2024 (Restated)	2023
Cash flows from operating activities			
Net income	\$ 4,716,675	\$ 3,286,728	\$ 2,912,608
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	2,333,839	22,122	22,122
Loss on disposal of property and equipment	4,266	-	-
Credit losses	23,750	-	-
Earnings on equity method investment	(233,048)	(322,631)	(302,974)
Distributions received from equity method investment	250,000	300,000	300,000
Deferred income taxes	(480,800)	193,500	17,900
Unrealized foreign transaction (gain) loss	2,299	(5,736)	(8,174)
Changes in assets and liabilities			
Accounts and other receivables	(564,389)	(392,239)	(243,383)
Accounts receivable - related parties	(39,160)	85,942	(27,626)
Prepaid income taxes	-	6,659	(6,659)
Prepaid expenses	17,179	(21,179)	-
Accounts payable	(117,718)	88,472	72,827
Accounts payable - related party	2,502,076	(50,695)	59,834
Accrued wages and benefits	31,688	(9,546)	9,546
Accrued wages and benefits - related party	-	(92,196)	(99,953)
Accrued expenses	34,734	34,825	-
Accrued income taxes	1,277,220	270,530	(132,979)
Accrued interest - related party	32,219	-	-
Total adjustments	5,074,155	107,828	(339,519)
Net cash provided by operating activities	9,790,830	3,394,556	2,573,089
Cash flows from investing activities			
Purchase of intangible assets	(7,223,683)	-	-
Repayment from related party	-	401,683	141,477
Advances to related party	-	(388,020)	(143,406)
Issuance of notes receivable	(265,809)	-	(34,173)
Repayments of notes receivable	54,519	47,225	34,206
Payments of deposits	-	(44,851)	-
Receipt of deposits	-	5,000	-
Net cash provided by (used in) investing activities	(7,434,973)	21,037	(1,896)
Cash flows from financing activities			
Advances from parent company	-	8,318,500	-
Repayment to parent company	(3,900,000)	-	-
Advances from related party	1,982,297	-	-
Repayment to related party	(1,817,093)	-	(32,916)
Repayment of notes payable	(5,495,704)	-	-
Dividends paid	-	(4,639,146)	(2,500,000)
Net cash provided by (used in) financing activities	(9,230,500)	3,679,354	(2,532,916)
Effect of exchange rate on cash	(2,299)	5,736	8,174
Net increase (decrease) in cash and restricted cash	(6,876,942)	7,100,683	46,451
Cash and restricted cash, beginning of year	11,012,569	3,911,886	3,865,435
Cash and restricted cash, end of year	\$ 4,135,627	\$ 11,012,569	\$ 3,911,886
Supplemental disclosures of cash flows information			
Income taxes paid	\$ 1,161,924	\$ 827,192	\$ 869,105
Interest paid	3,650,172	-	-
Supplemental disclosures of non-cash investing and financing activities			
Notes issued for acquisition of intangible assets	\$ 51,479,495	\$ -	\$ -
Common stock issued for acquisition of intangible assets	620	-	-
Capital contribution for acquisition of intangible assets	10,793,367	-	-
Deposits applied to purchase of intangible assets	44,851	-	-
Refinance advances from parent company into line of credit	8,318,500	-	-

The accompanying notes to the financial statements are an integral part of these statements

1. Summary of Significant Accounting Policies

Nature of Operations

Turf Holdings, Inc. (the Company) is the United States franchisor for the “Weed Man” system of lawn care services. The operations of the Company commenced on September 25, 1995.

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting. An accrual basis financial statement gives effect to all revenue billed but not collected, expenses incurred but not yet paid, and expenses prepaid but not yet incurred.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Accounts Receivable

Accounts receivable are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis, thus accounts receivable do not bear interest, although a finance charge may be applied to such receivables that are past due.

Notes Receivable

Notes receivable primarily consist of notes receivable with franchisees.

Allowance for Credit Losses

The Company recognizes an expected allowance for credit losses that is updated to reflect any changes in credit risk since the receivable was initially recorded. This estimate is calculated on a pooled basis by portfolio segment where similar risk characteristics exist. For trade related receivables, the Company's primary portfolio segments are franchise royalty and fee receivables, long-term receivables and other receivables. For other receivables, the Company's primary portfolio segments are annual conference receivables and rebates receivable. Finally, for notes receivable, the Company's primary portfolio segment is franchise notes receivable. Receivables are evaluated individually when they do not share similar risk characteristics, such as in circumstances where amounts are considered at risk or uncollectible.

Short-Term Trade Receivables and Other Receivables

The allowance estimate for all trade and other receivables is derived from a review of the Company's historical losses based on the aging of the applicable receivables. This estimate is adjusted for management's assessment of current conditions, reasonable and supportable forecasts regarding future events, and any other factors deemed relevant by the Company. For its short-term franchise royalty and fee accounts receivable and amounts in other receivables, the Company believes historical loss information is reflective of the expected allowance for credit losses as the Company's franchise royalty receivables segment has remained consistent and there are no other significant current or projected factors that would cause a difference in measuring the current allowance.

The Company writes off trade and other receivables when there is information that indicates the debtor is facing significant financial difficulty and there is no possibility of recovery. If any recoveries are made from any accounts previously written off, they will be recognized as an offset to credit loss expense in the year of recovery.

1. Summary of Significant Accounting Policies (Continued)

Allowance for Credit Losses (Continued)

Long-Term Accounts Receivable and Notes Receivable

Long-term accounts receivable and notes receivable primarily relate to the Company's ongoing business agreements with its franchisees. The receivables are stated at the amount of unpaid principal reduced by an allowance for credit losses.

The allowance estimate for all long-term accounts receivable and notes receivable is derived from a review of the Company's historical losses of the applicable receivables. This estimate is adjusted for management's assessment of current conditions, reasonable and supportable forecasts regarding future events, and any other factors deemed relevant by the Company. For the long-term accounts receivable and notes receivable, the Company believes historical loss information is a reasonable starting point to calculate the expected allowance for credit losses as the Company's portfolio segments have remained consistent. However, due to the unknown future financial results of the franchisees, the Company is anticipating higher than expected credit losses than have been incurred in the past for these receivables. As a result, management has determined that its allowance for credit losses should be increased by 2 percent.

The Company monitors the financial condition of the franchisees and assesses credit quality on an ongoing basis. The Company considers notes receivable to have similar risk characteristics and evaluates them as one collective portfolio segment and as a class for determining the allowance for credit losses. In addition, the Company considers long-term accounts receivable to have similar risk characteristics and evaluates them as one collective portfolio segment and as a class for determining the allowance for credit losses.

Interest on notes receivable is recognized over the term of the agreement and is calculated using the simple-interest method based on principal amounts outstanding. Interest income is accrued on the unpaid principal balance. Accrual of interest is discontinued when the franchisee has not made any payments for a period of 90 days. Past due status is based on contractual terms of the note. All interest accrued, but not received, for notes receivable placed on nonaccrual is reversed against interest income. The receivables are placed on nonaccrual status or charged off at an earlier date if collection of principal or interest is considered doubtful. Interest income from past due notes receivable is recognized only to the extent cash interest payments are received. The accrual of interest on past due notes receivable is resumed when regular payments begin to be made in accordance with the provisions of the agreement. Accrued interest receivable is excluded from the estimate of credit losses. There were no notes receivable considered to be non-performing as of December 31, 2025, 2024 and 2023.

Under the terms of the long-term accounts receivable, interest is zero percent. The long-term receivables are recorded at their present value using an imputed market rate of interest for instruments with similar terms and credit risk. The resulting discount is accreted to interest income over the term of the receivable using the effective interest method. Similar to notes receivable, long-term accounts receivable are charged off at an earlier date if collection of principal is considered doubtful. There were no long-term accounts receivable considered to be non-performing as of December 31, 2025, 2024 and 2023.

The Company writes off long-term accounts receivable and notes receivable when there is information that indicates the debtor is facing significant financial difficulty and there is no possibility of recovery. If any recoveries are made from any accounts previously written off, they will be recognized as an offset to credit loss expense in the year of recovery.

1. Summary of Significant Accounting Policies (Continued)

Property and Equipment

Property and equipment were recorded at cost and were being depreciated using straight-line methods over the following estimated useful lives:

Improvements	39 years
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Maintenance and repairs are charged to operations while major renewals and improvements are capitalized. Depreciation expense charged to operations was \$-0-, \$122 and \$122 for the years ended December 31, 2025, December 31, 2024 and December 31, 2023, respectively.

Impairment of Long-Lived Assets

The Company reviews its long-lived assets for potential impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. An impairment loss is recognized when the carrying amount of the asset exceeds the sum of the undiscounted cash flows resulting from its use and eventual disposition. The impairment loss is measured as the amount by which the carrying amount of the long-lived asset exceeds its fair value.

Investment

Investment in unconsolidated subsidiary in which the Company has a 50 percent interest is carried at cost, adjusted for the Company's proportionate share of their undistributed earnings or losses. The Company has elected to use the cumulative earnings approach to classify distributions received from its equity investment. The Company will periodically assess this investment for impairment when factors indicate that the carrying value of the investment is greater than its fair value and such difference is determined to be other-than-temporary.

Revenue Recognition

The Company recognizes revenue to depict the transfer of promised services to the Company's customers in an amount reflecting the consideration to which the Company expects to be entitled in exchange for such services. In order to apply this revenue recognition principle, the Company applies the following five step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when, or as, a performance obligation is satisfied.

Advertising

Advertising costs are expensed as incurred. Total advertising costs were \$5,072,102, \$4,065,341, and \$3,815,938 for the years ended December 31, 2025, December 31, 2024 and December 31, 2023, respectively.

Income Taxes

Current - The Company follows the practice of providing for income taxes based on amounts reportable for income tax purposes.

Deferred - The recognition of income and expenses in different periods for financial accounting and income tax purposes gives rise to timing difference that result in deferred income taxes.

Reclassifications

Certain reclassifications have been made to the 2024 and 2023 comparative totals to conform to the 2025 presentation.

1. Summary of Significant Accounting Policies (Continued)

Subsequent Events

The Company has evaluated for subsequent events through February 17, 2026, which is the date the financial statements were made available to be issued.

2. Revenue Recognition

Services Provided to Customers

The Company's revenues consist of fees from franchised lawn care companies operated by franchisees. A majority of the revenue includes initial franchise fees, renewal fees, and royalties. The Company accounts for its contracts when it has obtained the approval and commitment from both parties, the rights of the parties are identified, the payment terms are identified, the contract has commercial substance and collectability of consideration is probable.

The Company's customers are located throughout the United States of America and are franchisees. The Company's major service line is lawn care franchise sales and the contracts are typically for a ten-year period.

Performance Obligations

When determining whether the customer has obtained control of the goods or services, the Company considers all future performance obligations. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The majority of the Company's contracts have multiple performance obligations, therefore, revenue on the Company's contracts is recognized when obligations under the terms of the contract are satisfied. The standalone selling price of each performance obligation identified is generally readily observable.

For performance obligations related to initial franchise and renewal fees from franchisees, control transfers to the customer over time. The Company has elected to adopt Financial Accounting Standards Board Accounting Standards Update 2021-02 which allows for the recognition of the initial franchise and renewal fees in the year the agreement is signed. The sales are made to franchisees. The Company receives a contractually obligated fee from the franchisee based on the area in which the franchisee is located. Payment for the initial franchise and renewal fees are due at the time the agreement is signed.

Franchise rights are considered symbolic intellectual property. For sales-based and usage-based royalties, a franchisor recognizes revenue at the later of: (1) when the subsequent sales occurs; or (2) on the satisfaction or partial satisfaction of the performance obligation to which the royalty relates. Sales-based and usage-based royalties are recognized as earned.

For performance obligations related to net sales royalties from franchisees, revenue is recognized at the point in time when the sale occurs. The Company receives a contractually obligated sales-based royalty fee based on a percentage of gross work done generated by the franchise. The Company's principal terms for the receipt of net sales royalty fees are monthly payments by electronic fund transfer.

For performance obligations related to pest control royalties from franchisees, revenue is recognized at the point in time when the pest control sale occurs. The Company receives a contractually obligated pest control sales-based royalty fee based on a percentage of gross work done generated by all Mosquito Control Services and Perimeter Pest Control Services. The Company's principal terms for the receipt of pest control royalty fees are monthly payments by electronic fund transfer.

2. Revenue Recognition (Continued)

Performance Obligations (Continued)

In 2024, approximately 95 percent of the Company's franchisees adopted a net sales-based royalty replacing a vehicle usage-based royalty fee. For performance obligations related to lawn care royalties from franchisees under the vehicle usage-based royalty fee, revenue is recognized at the point in time the production vehicle is used. The Company receives a contractually obligated lawn care vehicle usage-based royalty fee based on the number of production vehicles in operation. The Company's principal terms for the receipt of lawn care royalty fees are in eight equal monthly installments, commencing on March 1 of the year the agreement is signed.

For performance obligations related to other revenue, control transfers to the customer at a point in time. Other revenue includes survey monkey, creative development, unit fees, training, fertilizer and franchise contributions for advertising and other services.

For performance obligations related to management fees, control transfers to the customer over time. Management fees are based on a percentage of the customer's revenue. The fees are typically billed and collected monthly, and revenue is recognized over time as services are provided.

Company recognizes pre-opening services as a single performance obligation. The Company's pre-opening services are not significant.

The Company maintains and administers an advertising fund (the "Adverting Fund"). The advertising contributions may be commingled in the general funds, but administratively are segregated to form the Adverting Fund. All franchisees must contribute to the fund at a rate determined by the Company. The Company's principal terms for the receipt of net sales-based advertising fund contributions are monthly payments by electronic fund transfer. The Company contributes to the advertising fund 50 percent of the contributions made by the franchisees. The Fund may be used by the Company, in its sole discretion, to meet any and all costs of advertising for the franchise's concept as whole. As a result, revenues for advertising services are recognized when the related royalty revenue occurs. Revenues for these services are typically billed three times a year and paid in three equal monthly installments. These revenues are presented as Franchise contributions for advertising and other services. Expenses incurred to provide these services are presented as Franchise advertising expense and other services.

Long-Term Accounts Receivable

The Company offers extended payment terms to franchisees with good credit quality. Under the terms of the current contracts, the franchisees have payment terms ranging 5 to 10 years to pay for the initial franchisee and renewal fee and at zero percent interest.

Notes Receivable

To financially qualified franchisees, the Company offers financing of portions of the initial franchise fee, initial training and start-up costs up to a maximum of \$50,000. Certain franchisee contracts were consolidated subsequent to execution, resulting in notes receivable balances exceeding \$50,000. The amount of financing the Company offers depends on the franchisee's financial qualifications and the level of financing the Company chooses to make available. The terms of the promissory note is payable in 60 equal amortized monthly installments of principal and interest. The current interest rate charged is 9 percent.

Significant Judgments

For its management fees, the Company uses an output method based on performance completed to date (i.e., monthly revenue earned) to determine the amount of revenue it recognizes on a monthly basis as the length of the services are indefinite as each month's service indicates the performance obligation has been satisfied.

2. Revenue Recognition (Continued)

Disaggregation of Revenue

Revenue disaggregated by timing of satisfaction of performance obligations for the years ended December 31 is as follows:

	For the Years Ended December 31,		
	2025	2024	2023
		(Restated)	
Performance obligations satisfied at a point in time	\$ 21,674,952	\$ 10,434,138	\$ 8,256,920
Performance obligations satisfied over time	272,188	353,291	341,098
	<u>\$ 21,947,140</u>	<u>\$ 10,787,429</u>	<u>\$ 8,598,018</u>

Contract Assets and Liabilities

The Company did not have any specific contract assets or contract liabilities as of December 31, 2025, 2024, 2023 and 2022. The balances of accounts receivable and notes receivable are as follows:

	2025	December 31,		2022
		2024	2023	
		(Restated)		
Accounts receivable				
Accounts receivable, net	\$ 322,704	\$ 170,909	\$ 120,342	\$ 51,349
Accounts receivable-related parties	39,160	-	85,942	58,316
Long-term accounts receivable, net	874,763	594,500	-	-
Total accounts receivable	<u>\$ 1,236,627</u>	<u>\$ 765,409</u>	<u>\$ 206,284</u>	<u>\$ 109,665</u>
Notes receivables, net	<u>\$ 282,928</u>	<u>\$ 78,888</u>	<u>\$ 119,613</u>	<u>\$ 29,088</u>

3. Restricted Cash

The Company maintains restricted cash that consists of cash held for the Advertising Fund and Budget Fund by the Company for the benefit of the franchisees. The following table provides a reconciliation of cash and cash - restricted reported within the balance sheets to the total of the same amounts shown in the statements of cash flows:

	2025	December 31,	
		2024	2023
Cash	\$ 1,529,796	\$ 8,474,655	\$ 1,016,831
Cash - restricted	2,605,831	2,537,914	2,895,055
	<u>\$ 4,135,627</u>	<u>\$ 11,012,569</u>	<u>\$ 3,911,886</u>

4. Allowance for Credit Losses

The allowance for credit losses for accounts receivable by portfolio segment and the related activity are as follows:

	Individually Evaluated	Franchise Royalty and Fee Receivables	Long-Term Franchise Receivables	Other Receivables	Franchisee Notes Receivable	Total
Balance - December 31, 2022	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Write-offs charged against the allowance	-	-	-	-	-	-
Recoveries of amounts previously written off	-	-	-	-	-	-
Current provision for credit losses	-	(8,500)	-	500	8,000	-
Balance - December 31, 2023	-	1,500	-	500	8,000	10,000
Write-offs charged against the allowance	-	-	-	-	-	-
Recoveries of amounts previously written off	-	-	-	-	-	-
Current provision for credit losses	-	(500)	7,500	(500)	(6,500)	-
Balance - December 31, 2024	-	1,000	7,500	-	1,500	10,000
Write-offs charged against the allowance	-	-	-	-	-	-
Recoveries of amounts previously written off	-	-	-	-	-	-
Current provision for credit losses	-	6,500	10,000	-	7,250	23,750
Balance - December 31, 2025	\$ -	\$ 7,500	\$ 17,500	\$ -	\$ 8,750	\$ 33,750

Accrued interest on notes receivable is historically immaterial.

5. Long-Term Accounts Receivable

Long-term accounts receivable consists of long-term franchise fees receivable of \$874,763, \$594,500 and \$-0- as of December 31, 2025, December 31, 2024 and December 31, 2023, respectively. The receivables are secured by the licensed territories and bear no interest. The long-term receivables are recorded at their present value using an imputed market rate of interest for instruments with similar terms and credit risk. The interest rates used to impute interest ranged from 0 to 3.9 percent. The resulting discount is accreted to interest income over the term of the receivable using the effective interest method. The long-term accounts receivable were reported net of an unamortized discount of \$29,123, \$-0- and \$-0- as of December 31, 2025, December 31, 2024 and December 31, 2023, respectively. The current portion of long-term accounts receivable is recorded as part of accounts receivable.

Maturity of the long-term receivables is as follows:

2026	\$ 228,544
2027	231,244
2028	234,051
2029	170,968
2030	94,000
Thereafter	162,000
	1,120,807
Less: current portion	228,544
Less: allowance for credit losses	17,500
	<u>\$ 874,763</u>

6. Notes Receivable

The Company holds notes receivable for the sale of sub-franchises. The details of these notes receivable are as follows:

	Current Portion	Long-Term Portion	2025	December 31, 2024	2023
Weed Man Houston TX, receivable in monthly installments of \$783 including interest at 9 percent through December 1, 2027. The note is secured by all business assets.	\$ 8,195	\$ 8,963	\$ 17,158	\$ 24,650	\$ 31,500
Weed Man Norwood MA, was receivable in monthly installments of \$836 including interest at 9 percent through November 1, 2025. The note was secured by all business assets. This note was paid in full in 2025.	-	-	-	8,795	17,599
Weed Man San Antonio TX, was receivable in monthly installments of \$741 including interest at 4 percent through February 1, 2026. The note was secured by all business assets. This note was paid in full in 2024.	-	-	-	-	18,437
Weed Man Beaumont TX, receivable in monthly installments of \$797 including interest at 9 percent through September 1, 2027. The note is secured by all business assets.	8,517	6,907	15,424	23,210	30,329
Weed Man Fairfield CT, receivable in monthly installments of \$704 including interest at 9 percent through March 1, 2028. The note is secured by all business assets.	7,198	9,954	17,152	23,733	29,748
Weed Man Mansfield OH, receivable in monthly installments of \$1,554 including interest at 9 percent through September 1, 2030. The note is secured by all business assets.	12,693	58,746	71,439	-	-
Weed Man Orlando FL, receivable in monthly installments of \$1,138 including interest at 9 percent through December 1, 2026. The note is secured by all business assets.	13,660	-	13,660	-	-
Weed Man Lubbock TX, receivable in monthly installments of \$1,037 including interest at 9 percent through August 1, 2030. The note is secured by all business assets.	8,532	38,415	46,947	-	-
Weed Man Hilton Head GA, receivable in monthly installments of \$1,037 including interest at 9 percent through August 1, 2030. The note is secured by all business assets.	8,532	38,415	46,947	-	-
Weed Man San Antonio TX, receivable in monthly installments of \$1,522 including interest at 7.5 percent through December 1, 2029. The note is secured by all business assets.	14,019	48,932	62,951	-	-
Total notes receivable	81,346	210,332	291,678	80,388	127,613
Less: allowance for credit losses	-	8,750	8,750	1,500	8,000
	<u>\$ 81,346</u>	<u>\$ 201,582</u>	<u>\$ 282,928</u>	<u>\$ 78,888</u>	<u>\$ 119,613</u>

7. Related Party Transactions

The Company received management fees from Turf Supplies USA Inc. and Robotic Smart Solutions Inc. The Company is a shareholder of Turf Supplies USA Inc. Robotic Smart Solutions Inc. was owned by 1051080 Ontario, Inc. As of December 2025, Robotic Smart Solutions has ceased operations. Management fees received from Turf Supplies USA Inc. and Robotic Smart Solutions Inc. were \$272,188, \$353,291 and \$341,098 for the years ended December 31, 2025, December 31, 2024 and December 31, 2023, respectively. The balance in accounts receivable from Turf Supplies USA Inc. was \$39,160, \$0- and \$85,942 as of December 31, 2025, December 31, 2024 and December 31, 2023, respectively.

The Company has a master franchise agreement with TH Canada, Inc., which provides the Company with the exclusive rights to market Weed Man franchises throughout the United States. Under the terms of this agreement, a percentage of franchise fees, royalties, licensing and transfer fees are remitted to TH Canada, Inc. These fees were \$1,615,485, \$791,840 and \$670,570 for the years ended December 31, 2025, December 31, 2024 and December 31, 2023, respectively.

A majority of the payroll, benefits, payroll service and overhead expenses are paid through a related party and reimbursed by the Company. Payroll, benefits, payroll service and overhead expenses paid to the related party was \$1,903,359, \$1,406,208, and \$523,305 for the years ended December 31, 2025, December 31, 2024 and December 31, 2023, respectively. The balance in accounts payable and accrued expenses to the related party was \$563,341, \$9,139 and \$152,030 as of December 31, 2025, December 31, 2024 and December 31, 2023, respectively.

Certain payables outstanding at December 31, 2025 related to short-term amounts owed to former sub-franchisors in connection with the termination and acquisition of customer contracts. The balance in accounts payable to the former sub-franchisors was \$1,947,875.

The Company paid expenses on behalf of related parties, TH Canada, Inc. and Robotic Smart Solutions, Inc. The balance in advances to related party was \$0-, \$0- and \$13,663 as of December 31, 2025, December 31, 2024 and December 31, 2023, respectively.

The Company received payments on behalf of a related party, Toaga DevWorks Inc. Toaga DevWorks Inc. provides franchises with technical support and is partially owned by 1051080 Ontario, Inc. The balance in advances from related party was \$165,204, \$0- and \$0- as of December 31, 2025, December 31, 2024 and December 31, 2023, respectively.

The Company received advances from its parent company, 1051080 Ontario, Inc. In January 2025, a formal \$10,000,000 unsecured line of credit was established with 1051080 Ontario, Inc., bearing interest at 8 percent. The outstanding balance of advances from the prior year was converted to a borrowing under the line of credit. The Company had an outstanding balance on the line of credit/advances from parent company of \$4,418,500, \$8,318,500 and \$0- as of December 31, 2025, December 31, 2024 and December 31, 2023, respectively. Interest expense related to the line of credit was \$593,615, \$0- and \$0- for the years ended December 31, 2025, December 31, 2024 and December 31, 2023, respectively. Accrued interest of \$32,219, \$0- and \$0- was due on the line of credit as of December 31, 2025, December 31, 2024 and December 31, 2023, respectively.

The Company is owned by a Canadian corporation 1051080 Ontario, Inc. (the "Founder"), which is owner/operator of Weed Man franchises in Canada. Some of the shareholders of the Founder are also shareholders of TH Canada, Inc and the Company.

8. Acquisition of Customer Contracts

In January 2025, the Company purchased the customer contracts of eight sub-franchisors for approximately \$69,200,000. Approximately \$6,900,000 was paid in cash and \$51,500,000 as promissory notes payable to the former sub-franchisors. Interest will be payable at 6.0 percent. An intangible asset of approximately \$69,200,000 resulted from this acquisition will be amortized over 30 years. Additionally, shares of common stock were issued to five of the eight of the sub-franchisors at a value of approximately \$10,800,000.

In December 2025, the Company purchased the assets of one sub-franchisor for approximately \$429,000. Approximately \$429,000 was paid in cash to the former sub-franchisor. An intangible asset of approximately \$187,000 resulted from this acquisition will be amortized over 30 years. In addition, the Company assumed notes receivables of \$241,660 from the sub-franchisor.

As a result of the asset acquisitions described above, the Company acquired customer contracts related to nine sub-franchisors. These sub-franchisors were originally granted to facilitate the expansion and establishment of the Company's franchise operations within the United States market. Under the prior arrangement, the sub-franchisors primarily operated as pass-through entities, remitting a portion of franchisee revenues generated under the customer contracts to the Company.

With the Company now firmly established in the United States market, management determined that acquiring the customer contracts from the sub-franchisors would streamline operations and allow the Company to retain a greater share of franchise-related revenues. Accordingly, the Company purchased these customer contracts as part of the asset acquisitions. The acquisition cost of the customer contracts and associated legal costs capitalized as part of the transactions are summarized below:

<u>Source of Acquired Customer Contracts</u>	<u>Acquisition Cost</u>
Acacia, LLC	\$ 2,047,399
Tara Holdings, LLC	5,535,561
D&K Franchise Sales Inc.	12,638,533
Growing Opportunities, LLC	7,436,337
Midwest Lawn Care, LLC	11,984,746
MIK Holdings, LLC	16,202,528
NPK Holdings, LLC	5,692,780
Turf's Up Enterprises, LLC	7,665,128
WM Sunshine State, LLC	186,840
Legal fees allocated to acquisition cost	152,164
	<u>\$ 69,542,016</u>

The Company has decided to amortize the franchise rights acquired over a period of 30 years. The Company believes this best represents the period of economic benefit from the franchise rights since the Company estimates this to be the average customer life of the franchisee that the associated rights relate to, both under current contract as well as the anticipated renewal periods.

9. Intangible Assets

Costs incurred for acquiring the customer contracts from sub-franchisors have been capitalized and are being amortized using the straight-line method over periods ranging from 15 to 30 years. These amortizable lives represent the average estimated customer life which includes the term of the contract acquired and anticipated customer renewal periods.

The following is a summary of the intangible assets:

	2025	December 31, 2024	2023
Customer contracts	\$ 69,872,016	\$ 330,000	\$ 330,000
Accumulated amortization	<u>(2,636,339)</u>	<u>(302,500)</u>	<u>(280,500)</u>
	<u>\$ 67,235,677</u>	<u>\$ 27,500</u>	<u>\$ 49,500</u>

Amortization expense for the years ended December 31, 2025, December 31, 2024 and December 31, 2023 was \$2,333,839, \$22,000 and \$22,000, respectively.

Amortization expense for the next five years ending December 31 is as follows:

2026	\$ 2,323,567
2027	2,318,067
2028	2,318,067
2029	2,318,067
2030	2,318,067

10. Investment in Turf Supplies USA Inc.

The Company owns 50 percent of the equity in Turf Supplies USA Inc. The Company's investment in Turf Supplies USA Inc. is reported under the equity method of accounting.

The following is a summary of the financial position and results of operations for Turf Supplies USA Inc. as of and for the years ended December 31:

	2025	2024 (Restated)	2023
Current assets	\$ 491,125	\$ 471,803	\$ 541,633
Property and equipment, net	<u>-</u>	<u>-</u>	<u>34</u>
	<u>\$ 491,125</u>	<u>\$ 471,803</u>	<u>\$ 541,667</u>
Current liabilities	<u>\$ 39,160</u>	<u>\$ 10,407</u>	<u>\$ 101,062</u>
Shareholders' equity	<u>\$ 451,965</u>	<u>\$ 461,396</u>	<u>\$ 440,605</u>
Revenue	<u>\$ 897,193</u>	<u>\$ 1,177,087</u>	<u>\$ 1,137,850</u>
Net income	<u>\$ 490,566</u>	<u>\$ 620,793</u>	<u>\$ 605,947</u>

11. Long Term Debt

A summary of the Company's long-term debt is as follows:

	Current Portion	Long-Term Portion	2025	December 31, 2024	2023
Note payable - Former sub-franchisor and current owner, monthly payments of \$79,990 including interest at 6.00 percent per annum through December 2029. The note is unsecured.	\$ 776,644	\$ 2,627,117	\$ 3,403,761	\$ -	\$ -
Note payable - Former sub-franchisor and current owner, monthly payments of \$27,016 including interest at 6.00 percent per annum through December 2028. The note is unsecured.	278,486	608,967	887,453	-	-
Note payable - Former sub-franchisor and current owner, monthly payments of \$73,044 including interest at 6.00 percent per annum through December 2028. The note is unsecured.	752,943	1,646,468	2,399,411	-	-
Note payable - Former sub-franchisor and current owner, monthly payments of \$66,750 including interest at 6.00 percent per annum through December 2031. The note is unsecured.	564,676	3,374,119	3,938,795	-	-
Note payable - Former sub-franchisor, monthly payments of \$128,788 including interest at 6.00 percent per annum through December 2034. The note is unsecured.	914,752	9,596,954	10,511,706	-	-
Note payable - Former sub-franchisor and current owner, monthly payments of \$109,979 including interest at 6.00 percent per annum through December 2031. The note is unsecured.	947,350	5,684,575	6,631,925	-	-
Note payable - Former sub-franchisor, monthly payments of \$165,105 including interest at 6.00 percent per annum through December 2034. The note is unsecured.	1,172,708	12,303,240	13,475,948	-	-
Note payable - Former sub-franchisor, monthly payments of \$58,010 including interest at 6.00 percent per annum through December 2034. The note is unsecured.	412,032	4,322,760	4,734,792	-	-
	<u>\$ 5,819,591</u>	<u>\$ 40,164,200</u>	<u>\$ 45,983,791</u>	<u>\$ -</u>	<u>\$ -</u>

Maturity of long-term debt is as follows:

2026	\$ 5,819,591
2027	6,173,388
2028	6,546,505
2029	5,710,318
2030	5,072,039
Thereafter	<u>16,661,950</u>
	<u>\$ 45,983,791</u>

12. Deferred Income Taxes

The Company maintains cash balances in commercial banks. The total U.S. cash balance is insured up to the limits established by the Federal Deposit Insurance Corporation (FDIC). The total Canadian cash balance is insured up to the limits established by the Canadian Deposit Insurance Corporation (CDIC).

13. Contingent Liability

On April 18, 2023, the Canadian Revenue Agency assessed the Company a payment of \$207,951 for Canadian income taxes. The Company believed this assessment was made in error and expected to owe immaterial amounts on the assessed payment. In 2023, legal demand payments of \$206,388 were automatically withdrawn from the Company's bank accounts by Canadian Revenue Agency for payment of the assessment. A receivable of \$206,388 for the legal demand was included in other receivables as of December 31, 2023. This receivable was collected in full during 2024.

14. Equity

In January 2025, the Company amended the certificate of incorporation for a 1 to 1,000 stock split, which increased the number of authorized shares to 10,000,000 and increased the issued and outstanding shares to 2,935,000.

In January 2025, the Company issued 619,561 shares of common stock at a price per share of \$17.42 to facilitate the acquisition of the customer contracts from the sub-franchisors as discussed in Note 8.

15. Restatement

For the year ended December 31, 2024, accounts receivable and long-term accounts receivable have been increased by \$34,000 and \$272,000, respectively, in order to correct an accounting error made as a result of the omission of revenue for renewal fees earned and related long-term receivable. These adjustments also resulted in an increase in revenue from franchise fees and an increase of the provision for income taxes of \$306,000 and \$76,500, respectively. In addition, deferred tax liabilities as of December 31, 2024 were increased to account for the change in provision for income taxes. As a result, net income and retained earnings increased by \$229,500 for the year ended December 31, 2024.

Supplementary Information

Schedules of Costs and Expenses

	For the Years Ended December 31,		
	2025	2024	2023
Administrative expenses			
Miscellaneous administrative expense	\$ 153	\$ 10,403	\$ 3,657
Travel expenses	100,882	36,412	51,336
Professional fees	174,619	83,680	106,844
Business permits	45,607	1,916	819
Bank service charges	15,583	7,997	6,426
Insurance costs	-	24,676	12,130
Credit loss expense	23,750	-	-
Other consulting fees	200,000	-	-
Head office overhead	1,903,359	1,406,208	523,305
Total administrative expenses	<u>2,463,953</u>	<u>1,571,292</u>	<u>704,517</u>
Marketing expenses			
Franchise advertising and other services	3,462,624	3,719,180	3,529,703
Marketing expense	1,398,992	243,645	193,751
Franchise marketing	42,201	88,273	77,571
Franchise marketing salaries and benefits	150,000	6,000	14,912
Miscellaneous franchise marketing	18,285	8,243	1
Total marketing expenses	<u>5,072,102</u>	<u>4,065,341</u>	<u>3,815,938</u>
Transfer costs			
Transfer to related party	1,615,485	791,840	670,570
Other transfer costs	-	48,374	47,990
Training cost	363,957	71,008	315
Total transfer costs	<u>1,979,442</u>	<u>911,222</u>	<u>718,875</u>
Depreciation and amortization	<u>2,333,839</u>	<u>22,122</u>	<u>22,122</u>
Total costs and expenses	<u>\$ 11,849,336</u>	<u>\$ 6,569,977</u>	<u>\$ 5,261,452</u>



EXHIBIT C

CONTRACTS

UNIT FRANCHISE AGREEMENT

MUTUAL GENERAL RELEASE AGREEMENT

DEMAND PROMISSORY NOTE

SECURITY AGREEMENT

ACH AUTHORIZATION AGREEMENT

UNIT FRANCHISE AGREEMENT

B E T W E E N:

TURF HOLDINGS INC.

- and -

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FRANCHISE AGREEMENT

THIS AGREEMENT dated _____ is between **TURF HOLDINGS INC.**, a corporation incorporated under the laws of Delaware ("Licensor"), with its head office at 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA , and:

a corporation incorporated under the laws of _____ ("Licensee"), with head office at:

and:

_____ who resides at:

_____ who resides at:

_____, and

_____ who resides at:

("Guarantors").

BACKGROUND

TH Canada Inc. ("TH Canada"), a Canadian corporation with head office at 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA owns a comprehensive business system (the "System") for the care of lawns, with particular emphasis on the eradication of weeds. The System stresses quality of products used, prompt and courteous customer service, and guaranteed results. The System includes a uniform business format and the use of standardized signs, equipment and advertising, and the service mark **Weed Man**, certain other service marks listed in Schedule "1" and such other trademarks, service marks, trade names and logos which Licensor may subsequently own or be licensed to use and which it

designates as forming part of the System. All of these trademarks, service marks, trade names and logos are referred to in this Agreement as the "Marks".

Pursuant to an agreement with TH Canada (the "Master License Agreement"), Licensors has the exclusive right throughout the United States to use and to license others to use the System in the operation of lawn-care businesses.

Licensee wishes to have a license to operate a lawn-care business using the System, has applied to Licensors for such a license, and acknowledges that an essential part of this license is Licensee's strict adherence to TH Canada's and to Licensors' specifications, standards, operating procedures, rules and policies regarding the use of the System, all of which are designed to ensure that lawn care businesses which are operated in association with the Marks present to the public a uniform, high-quality business operation, thereby providing the basis for the valuable goodwill and public acceptance of the System. These specifications, standards, policies and operating procedures include but are not limited to using only lawn care, mosquito control, and perimeter pest control products and equipment which have been authorized and approved by TH Canada and/or Licensors.

Guarantors are all of the stockholders of Licensee, and in order to induce Licensors to grant the license to Licensee have agreed to execute this Agreement as guarantors and indemnifiers of Licensee's obligations to Licensors.

AGREEMENT

For valuable consideration now given by each of the parties to the others (the receipt and sufficiency of which the parties acknowledge), the parties agree as follows:

THE LICENSE

1.1 Grant of Rights

Licensors grants to Licensee the right and license (the "Licensed Right") to use the System, including the Marks, to operate a lawn-care, mosquito and perimeter pest control services business to be established by Licensee (the "Licensed Business") within the geographic area described in Schedule "2" (the "Territory"), and to advise to the public that Licensee is an authorized Weed Man licensee of Licensors, all on the terms of this Agreement. Your Territory is comprised of either one or more Unit Territories, as specified in Schedule "2." Each Unit Territory contains a population of up to 150,000 people.

1.2 Term and Renewal of Licensed Right

The Licensed Right starts on the date that this Agreement is signed by Licensors, and continues for an initial term of ten years, but subject to early termination as provided in Article 8, 8.2. Licensee may renew the Licensed Right for one additional period of ten years, if Licensee has satisfied all of the following:

- (a) Licensee must have given Licensors notice of its intention to renew at least nine months (but not more than 12 months) before the expiration of the initial term of this Agreement.
- (b) Throughout the initial term of this Agreement Licensee must have substantially complied with all of its obligations to Licensors (whether or not under this Agreement) and must have paid all amounts owing to the trade creditors of the Licensed Business.
- (c) Licensee must have purchased or leased and installed whatever new equipment Licensors shall reasonably require, so that Licensee's equipment (in this Agreement the word "equipment" includes motor vehicles) is equivalent to the equipment which Licensors is requiring new Weed Man licensees to have at the expiration of the initial term of this Agreement.
- (d) Those personnel of Licensee who Licensors designates must have satisfied the requirements of the training program, which Licensors then requires, of new Weed Man licensees.
- (e) At the end of the initial term Licensee executes the form of Weed Man license agreement then being used by Licensors to grant new Weed Man franchises, the terms of which may differ substantially from those in this Agreement. The terms of the new agreement will supersede the terms of this Agreement.
- (f) The Licensee shall have executed, at the time of such renewal, a general release of any claims it may have against the Licensors and the officers, directors, agents and employees of the Licensors, in form and terms prescribed by the Licensors.
- (g) The Licensee pays to the Licensors, a renewal fee in an amount equal to fifty percent (50%) of the then current initial franchise fee.

1.3 Territorial Rights

For as long as the Licensed Right continues in effect and Licensee is not in breach of this Agreement, neither Licensors, 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 Licensee understands and acknowledges that currently, or at any time in the future, Licensors, 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. Licensee hereby acknowledges that Licensors, TH Canada or their designees shall have the full right to establish and operate such a service under a different brand, even though it may compete directly with the mosquito and perimeter pest control services Licensee is licensed to provide pursuant to this Agreement. Except for the restriction contained in this Section 1.3, Licensors, 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.

1.4 System Changes

Licensee acknowledges that additions and other System modifications will be needed from time to time to preserve and enhance the public image of the System, to accommodate new technologies and to respond to changing customer wishes. Licensee agrees that Licensors has the continuing right to add to, delete from or otherwise change the System, including without limitation adding or changing such

things as trademarks, products and services offered for sale to customers, marketing and selling techniques, equipment specifications, and the standards, policies and operating procedures for the Licensed Business. Licensee agrees to promptly implement and use all such System modifications, at Licensee's cost.

LICENSOR'S SERVICES

2.1 Initial Training

Licensor will offer an initial training program to Guarantors, and to such other employees of Licensee as Licensor designates (if any), on the proper use of the System in the operation of the Licensed Business. Training will be given for whatever period Licensor reasonably deems is necessary, at a location designated by Licensor. Licensee is responsible for the costs of travel, meals and lodging and for any wages payable to those of its personnel who attend training. Licensor need not compensate any trainee for services rendered by him during training.

2.2 System Manuals

Licensor will loan to Licensee one copy of each of Licensor's confidential System operation manuals, which have been prepared by TH Canada or by Licensor for use by all System licensees. These manuals contain detailed information relating to the operation of a lawn-care business using the System, and shall remain Licensor's property.

2.3 Refresher Training

Licensor will hold periodic seminars, refresher training programs and an Annual Convention of licensees. Guarantors and such other employees of the Licensed Business as are designated by Licensor shall attend at and participate in the Annual Convention and in such management seminars and training or refresher courses as Licensor specifies from time to time. However, Licensor will not require such persons to attend more than two such seminars or courses per calendar quarter.

2.4 Continuing Advice and Guidance

For as long as the License Right continues, Licensor shall offer Licensee such advice and technical guidance as Licensee reasonably requires to operate the Licensed Business in accordance with the System requirements. Licensor shall communicate to Licensee its know-how and its new developments, techniques and improvements in the areas of lawn care, weed eradication, mosquito and perimeter pest control services, which are pertinent to operating the Licensed Business. Without limitation, Licensor shall make available to Licensee whatever additional services, facilities, rights and privileges it makes generally available to all Weed Man licensees using the System.

2.5 Special Assistance

On reasonable written request of Licensee (as determined by Licensor), Licensor will try to help Licensee solve specific problems encountered in the operation of the Licensed Business which are

beyond the scope of the support contemplated by Section 2.4. Unless Licensor and Licensee make special arrangements at the time that Licensee requests help, Licensee shall reimburse Licensor on request for the time spent by Licensor's personnel (at their then-current billing rates) and for Licensor's out-of-pocket expenses of so assisting Licensee, including the cost of travel, meals and lodging for Licensor's personnel involved.

2.6 Advertising Programs

Licensor will formulate, develop, produce and conduct advertising and promotional programs, commercial prints, merchandising materials, advocacy regarding public policies such as legislative and regulatory policies at the federal, state and local level pertinent to the Weed Man business, special promotions and similar advertising and promotional materials (collectively called the "Advertising Programs"), which are designed to enhance public recognition and acceptance of, and the value of, the System and the Marks for the benefit of TH Canada, Licensor and all Weed Man licensees in the United States. Section 4.3 requires Licensee to help to defray the costs of the Advertising Programs by paying a continuing advertising contribution to Licensor. The advertising contributions received from Licensee and other Weed Man licensees in the United States may be commingled with Licensor's general revenues, but will be administratively segregated on its books to form a fund (the "Advertising Fund"), which will be used by Licensor to conduct the Advertising Programs. Media costs, market research costs, production costs and all other costs and overhead incurred by Licensor in respect of the Advertising Programs shall be paid from the Advertising Fund. Licensor may retain an advertising agency to formulate, develop, produce and conduct the Advertising Programs and the cost of this shall be paid from the Advertising Fund. Licensee acknowledges that the Advertising Programs are intended to maximize general public recognition and acceptance of the Weed Man System for the benefit of all licensees in the System, and Licensor has no obligation to ensure that any particular licensee (including Licensee) benefits from the placement or conduct of the Advertising Programs, either directly or in proportion to his advertising contributions. Licensor has the absolute right to make all decisions regarding the mix of national and regional advertising, use of advertising contributions, appropriate avenues for public policy advocacy, and media selection and content. Licensor may reimburse itself from the Advertising Fund for its administrative expenses of conducting the Advertising Programs and for administering the Advertising Fund. For as long as the Licensed Right continues, Licensor will give Licensee an unaudited accounting of the receipts and disbursements of the Advertising Fund within 90 days after each fiscal year end of Licensor. In each fiscal year Licensor may decide to spend on the Advertising Programs total amounts which are less than or which exceed the total contributions to the Advertising Fund for that year, may make loans at reasonable interest to the Advertising Fund to cover any deficits.

2.7 Equipment

Licensor may lease or buy and install all equipment required to operate the Licensed Business, in the name of and for the account of Licensee. The cost to Licensee of this equipment shall not exceed the wholesale market rate generally charged in the Territory at the time of sale for the similar quantities of items of comparable quality.

2.8 System Integrity

Licensor shall use reasonable efforts to ensure that all U.S. licensees operating within the System comply with the standards and specifications established by TH Canada and by Licensor for Weed Man

licensees generally. However, Licensor may grant exemptions to particular licensees if, in its opinion, economic or other conditions pertaining to that licensee require such exemption.

2.9 Cost of Services

Except as specifically provided above or elsewhere in this Agreement, payment by Licensee for the above services is included in the initial license fee and royalty payments referred to in Article 4.

LICENSEE'S CONTINUING OBLIGATIONS

3.1 Exploit License Right

Licensee shall devote all of its time and attention to diligently and fully exploiting its rights under this Agreement in every manner, so as to promote and increase the demand for products and services being distributed by the System. Licensee shall not engage in any other business or activity without the prior written consent of Licensor.

3.2 System Standards and Manual

Licensee shall fully comply with all of the specifications, standards, operating procedures rules and policies which TH Canada or Licensor prescribe for the System from time to time, including without limitation those relating to:

- (a) types of products and services offered to customers;
- (b) supplies, equipment, products and other materials used in operating the Licensed Business, safety inspection, maintenance, cleanliness, function and appearance of such equipment and premises, and service agreements regarding these;
- (c) advertising and promotion;
- (d) use of the Marks, use of signs, posters, displays and similar items, and use of approved colors and uniforms;
- (e) soliciting new business, compiling customer lists, handling of customer complaints and other matters of customer relations; and
- (f) use and retention of standard forms.

Specifications, standards, procedures, policies and rules may appear in the Weed Man manuals referred to in Section 2.2 or in books, pamphlets, memoranda or other publications prepared by TH Canada or by Licensor for licensees generally or for Licensee in particular, such operating manuals and other writings being collectively referred to in this Agreement as the "Manual". All such specifications, standards, procedures, policies and rules (including those prescribed in the Manual) shall form a part of this Agreement as if they were specifically set out here, and the words "this Agreement" include all such specifications, standards and operating procedures. TH Canada or Licensor may amend the Manual from time to time. Licensee shall implement all such changes, and shall put the Manual change pages in their proper place in its copy of the Manual, and shall remove and destroy the superseded pages. If there is any conflict between Licensee's and Licensor's copy of the Manual, Licensor's copy shall prevail.

3.3 Vehicle Signs and Colors

All motor vehicles used by Licensee to conduct the Licensed Business shall be painted with the distinctive System color scheme and shall bear the lettering and insignia prescribed by Licensor and TH Canada from time to time. Licensee shall not make any alterations to this color scheme and identification without TH Canada's written consent.

3.4 Computer System

Licensee shall purchase or lease and install and maintain at its business office such computer hardware and software as needed to perform all office and computer functions required by this Agreement, and shall acquire licenses for such operating and applications software, as Licensor generally prescribes for use in the System from time to time. Licensee shall execute Licensor's standard form of software license agreement for certain proprietary software owned by Licensor or licensed for use in the Weed Man system and shall use such software in operating the Licensed Business. Licensee shall at all times allow independent access to its computer database and any Weed Man system online data platform. Licensee must make arrangements for Licensor to be fully authorized to withdraw from Licensee's computers and software for Licensor's use any operational data, client information, and other data related to the Licensed Business.

3.5 Employee Training Program

Licensee shall hire all employees of the Licensed Business, and shall be responsible for the terms of their employment, their compensation and for their proper training in the operation of the Licensed Business. Licensee shall implement a training program for its employees in accordance with the training standards and procedures prescribed by Licensor from time to time. Licensee's employees must complete this training program to Licensor's satisfaction, and Licensor may require that any employee who cannot demonstrate adequate knowledge of Licensor's standards and procedures undergo reasonable retraining, at Licensee's expense.

3.6 Full-Time Manager

An employee of Licensee (the "Manager") designated by Licensee and approved by Licensor shall at all times act as the day-to-day manager of the Licensed Business, with full authority to make all decisions required of Licensee. The Manager shall devote full time and attention to the management and operation of the Licensed Business, and shall be on-site at Licensee's main business office during all times that the office is open for business, subject only to reasonable absence because of illness, vacation or similar cause acceptable to Licensor.

3.7 Approved Products, Equipment and Suppliers

Licensee acknowledges that an essential element of the System is the uniform quality of the equipment, products, supplies and material which must be used in operating the Licensed Business. Therefore Licensee shall purchase or lease and use in operating the Licensed Business only such equipment products, supplies and materials as have been approved by Licensor as meeting the minimum standards and specifications established by TH Canada and Licensor from time to time, and as have been purchased from suppliers approved by Licensor. If Licensee wishes Licensor to approve an

item or supplier which has not previously been approved by Licensor as meeting its specifications and standards, Licensee shall so advise Licensor and on request of Licensor shall supply Licensor at Licensee's cost with such information and item samples as Licensor requires for examination and testing. Testing will be done by or for Licensor at Licensee's expense, and Licensor will advise Licensee within a reasonable time whether Licensor approves or disapproves the item or supplier. If TH Canada or Licensor revises any such standards or specifications (through revision of the Weed Man operations manuals or in any other way) with the result that an item previously purchased by Licensee no longer meets the standards and specifications, or if additional items are needed to meet the revised standard or specification, then within 30 days after receiving Notice from Licensor Licensee shall replace that item with one that conforms to the new standard and specification or shall purchase and install the required additional items. Licensee shall maintain its equipment in good order and repair and shall promptly replace any irreparable or obsolete item with the type then being prescribed by Licensor for new Weed Man licenses.

3.8 Pay Trade Creditors

Licensee shall promptly pay Licensor and the other suppliers of services, equipment, products, supplies and other items to the Licensed Business in accordance with the terms of supply. Licensee irrevocably authorizes Licensor (but without obligation on the part of Licensor) to advance to trade creditors of the Licensed Business, on behalf of Licensee, whatever amounts appear to Licensor to be required to keep Licensee in good standing with such creditors. Licensor may rely upon statements of account provided the trade creditors to Licensor as conclusive evidence of Licensee's account with those trade creditors and as to the terms of payment. All amounts so paid by Licensor shall be treated for all purposes of this Agreement as if the amounts were owing to Licensor by Licensee for direct purchases from Licensor.

3.9 Licensee's Local Advertising

Licensee shall actively advertise and promote Licensee's Business throughout the Territory. All advertising and promotion by Licensee will be completely factual and will conform to the highest standards of ethical advertising. Licensee shall not engage in any business or advertising practice which may injure the business of Licensor or its other licensees or the goodwill associated with the Marks. Without limitation, Licensee shall not conduct any unapproved advertising or promotion of the Licensed Business (including media interviews or the use of unapproved coupon or other promotional schemes), nor use any unapproved advertising or promotional materials. Licensee shall submit to Licensor for approval prior to use all advertising and promotional materials prepared by or for Licensee. Any such materials which have not been approved by Licensor within 30 days after submission for approval shall be deemed disapproved by Licensor. Any Internet advertising specific to your business must be conducted only through Weed Man-approved websites.

3.10 Customer Service

Licensee shall ensure that prompt, courteous and efficient service is given to customers at all times, and shall observe the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with customers, suppliers and the public. Licensee shall employ sufficient adequately-trained personnel to efficiently service all customers, shall maintain a sufficient stock of fertilizers, chemicals and other supplies to satisfy customer demand and shall otherwise operate Licensee's Business efficiently.

3.11 Customer Lists

By January 31 in each year Licensee shall provide Licensor with an electronic computer backup of WEMMS including the names and addresses of all customers of the Licensed Business and shall update this on request of Licensor, to reflect changes to the customer database. Any related charge assessed by the third-party computer provider will be paid by Licensee.

3.12 Insurance

Licensee shall obtain insurance coverage required herein by Licensor of such types in such amounts and with such insurers who are licensed by the state in which the Licensee conducts business. Licensor requires that the Licensee shall keep such coverage in force and in good standing for as long as the licensed right continues in effect.

Insurance carrier must be assigned no less than an A- rating by Bests'. In the event that required coverage cannot be obtained from an acceptable insurer, Licensor must be notified that coverage is not available and alternative insurers will be considered acceptable on a case-by-case basis.

Required insurance coverage includes, but is not limited to Herbicide/Pesticide Applicator's coverage, Product Liability including Completed Operations, Direct Damage coverage on the equipment, commercial automobile including Over-The Road Automobile Spill Clean-up coverage, Direct Damage coverage on equipment, furnishings, leasehold improvements, business interruption, loss of rents, crime, tenants liability, worker's compensation, employers liability, and employment practices liability.

All liability coverage forms and limits must comply with or exceed the minimum amounts required by the franchise agreement, with limits as specified in the System Operations Manuals, or regulatory department of Licensee's domiciled state issuing Licensee's permits or applicators licenses as individuals, corporations, or other legal entities.

Liability insurance coverage, and the policies providing that coverage, will vary depending on the laws of your state and the particular insurance packages offered by qualified insurers in your state. We will consult with you and your insurance advisors regarding available insurance coverage, and determine with you the best and most reasonably affordable complete coverage available. The exact limits of your insurance will change over time, and we specify current limits of acceptable insurance coverage in our System Operations Manual. Your insurance package, in one combination of policies or another, will in all likelihood contain the following types of coverage:

- A. Commercial General Liability including Products Liability and Completed Operations including Herbicide/Pesticide Applicators endorsement. 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.
- 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.
- 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.

Licensee shall pay all insurance premiums as they are due, including Licensee's proportionate share of any blanket insurance premiums. Licensee shall ensure that Licensee's general liability coverage is not limited in any way because of any insurance maintained by Licensor. Licensee and Guarantors shall remain fully liable under their indemnities in this Agreement even though Licensee complies with the insurance requirements of this Section. Before Licensee starts its business operations Licensee shall give Licensor certified copies of policies or other acceptable evidence showing compliance with the requirements of this Section. At least ten days before an insurance policy is due to lapse Licensee shall give Licensor a renewal certificate confirming that the insurance has been renewed. If Licensee does not obtain or maintain the insurance required by this Section, or if Licensor receives notice from any insurer of impending cancellation or lapse of any insurance because of non-payment of premium or non-renewal by Licensee, Licensor may obtain the required insurance in the name of and on behalf of Licensee, and Licensee shall reimburse Licensor on presentation of invoice for all premiums and other charges paid or incurred by Licensor in placing such insurance.

3.13 Licenses and Permits

Licensee shall obtain and keep in force all licenses and permits required to operate the Licensed Business in full compliance with applicable laws, ordinances, by-laws and regulations, including government regulations relating to environmental protection, use and storage of hazardous products, occupational hazards and health, employment standards, consumer protection, unfair and deceptive practices, packaging and labeling, trade regulation, workers' compensation, unemployment insurance and withholding and payment of all taxes. The specific statutes with which you must comply include, without limitation, the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the Occupational Safety and Health Act (OSHA), the Employee Retirement Income Security Act (ERISA), Title VII of the Age Discrimination Employment Act, and the Affordable Care Act.

3.14 Repair

If in Licensor's opinion the general state of repair or the appearance of the equipment used in the Licensed Business does not meet the System standards and specifications, Licensor shall so advise Licensee in writing, specifying what Licensee must do to correct the problem. If Licensee does not correct the problem by completing the required such repairs, painting or decorating within 30 days after receiving Licensor's notice, Licensor may cause such repairs, painting or decorating to be done and Licensee shall reimburse Licensor on demand for Licensor's costs and expenses of so doing.

3.15 Inspections

Licensee shall allow Licensor's representatives to enter and inspect all premises, from which Licensee conducts the Licensed Business any time during regular business hours without prior notice,

and to examine and test equipment, furnishings, products and supplies to see if Licensee is operating the Licensed Business in accordance with the requirements of this Agreement. If Licenser notifies Licensee of any deficiency detected during inspection, Licensee shall diligently correct the deficiency.

3.16 Telephone Numbers

To facilitate the transfer of telephone numbers to Licenser under Subsection 9.2(c) on expiration or termination of the Licensed Right, whenever requested by Licenser during the term of the Licensed Right Licensee shall complete, sign and give to Licenser such undated transfer forms and directions regarding Licensee's telephone numbers and listings as Licenser may require.

3.17 Financial Statements

Licensee must submit unaudited financial statements to Licenser within 90 days of Licensee's year-end. Licensee must also submit a copy of its federal and state business tax returns no later than May 31 each year or 14 days after submission to taxing authorities, whichever date is later.

FEES AND PAYMENTS

4.1 Initial License Fee

On signing this Agreement Licensee shall pay to Licenser an initial license fee of \$_____. Credit against this fee will be given for any deposit previously paid to Licenser and still retained by Licenser. This initial license fee is deemed to be fully-earned by Licenser upon payment by Licensee.

4.2 Continuing Monthly Royalty Fee

A. Royalty Fee. During the term of this Agreement, Licensee agrees to pay the Licenser a royalty fee based on Net Sales in the Licensed Business (the "Royalty Fee"). The Royalty Fee will be equal to seven percent (7.0%) on any calendar year Net Sales. The Royalty Fee will be calculated each calendar month based on Net Sales generated during that month and collected in accordance with Article 4.2 C.

B. Minimum Royalty Fee. The minimum Royalty Fee each full calendar year of this Agreement is \$7,000 for each Unit Territory, adjusted annually for inflation. The Territory under this Agreement is comprised of either one or more Unit Territory(ies), as specified in Schedule "2." If the Territory is comprised of multiple Unit Territories, the minimum annual Royalty Fee will be a multiple of the \$7,000 minimum Royalty Fee, adjusted annually for inflation, times the number of Unit Territories in the Territory; the multiple Unit Territories will not be accounted for separately. If the Royalty Fee payments through the calendar year do not cumulatively meet that year's minimum amount for the Territory, Licensee will make an additional payment with its Royalty Fee payment for the month of December to meet the Royalty Fee minimum for the Territory. Every year the minimum Royalty Fee dollar amount will be adjusted for inflation by multiplying the 2023 minimum Royalty Fee of \$7,000 per Unit Territory by a fraction equal to the Consumer Price Index as published by the Department of Labor as of November 1 of the previous year divided by that index as of November 1, 2023. However, the minimum Royalty Fee for a calendar year shall never be less than the minimum Royalty Fee of the prior year.

C. Monthly Due Date and Payment by ACH. The Royalty Fee and Technical Services Participation Fee are payable monthly by electronic funds transfer during the term of this Agreement. The parties

agree that ACH transfer arrangements shall be made in order to make monthly Royalty Fee and Technical Services Participation Fee payments by electronic fund transfer, and Licensee agrees to authorize its bank to make payments using this method and to keep ACH banking arrangements current and updated if changes occur. In addition, the monthly Royalty Fee payment and Technical Services Participation Fee payment and all applicable reporting forms or, if subsequently required by the Licensor, computerized or electronic reports, must be submitted monthly no later than the 5th day of each calendar month for the Net Sales during the prior calendar month.

D. Definition of "Net Sales." For purposes of this Agreement, "Net Sales" means the actual gross sales of all services performed and invoiced to customers, whether for cash or credit, plus all other revenues derived from the operation of the Licensed Business by the Licensee, including the fair market value of any services or products received by the Licensed Business in barter or exchange for services or products, but excluding all federal, state or municipal sales, use, service or excise taxes collected from customers and paid to the appropriate taxing authorities.

4.3 Advertising Contribution

Licensee agrees to contribute to Licensor's cost of the Advertising Programs described in Section 2.6 for as long as the Licensed Right continues in effect. Licensee will pay to Licensor for each calendar month an advertising contribution of one and one-fifth percent (1.2%) of Net Sales during the preceding month on the same monthly schedule as the monthly Royalty Fee and by the same ACH transfer arrangements described in Section 4.2. above until December 31, 2033. After December 31, 2033, Licensee agrees to pay to the Licensor an advertising contribution to the Advertising Fund in an amount to be set by the Licensor from time to time, and in any case, not to exceed three percent (3%) of Net Sales per month.

4.5 Licensor Advertising Contributions

Until December 31, 2033, Licensor will pay to the Advertising Fund described in Section 2.6 an advertising contribution equal one-half (50%) of the advertising contributions paid by Licensee each month. Payment will be made five (5) business days after each monthly Advertising Fund contribution is paid by Licensee on the fee payment schedule described in Section 4.2. above. The Licensor's contribution to the Advertising Fund will expire and be of no further force or effect as of December 31, 2033.

4.6 Technical Services Participation Fee.

During the term of this Agreement, Licensee agrees to pay the Licensor a Technical Services Participation Fee based on Net Sales in the Licensed Business (the " Technical Services Participation Fee") beginning January 1, 2027. The Technical Services Participation Fee will be equal to between 0.25% and 1.25% of Net Sales in any calendar year. The amount of this Technical Services Participation Fee will be determined by THI and announced to the System prior to each calendar year and will remain unchanged for that calendar year. The Technical Services Participation Fee will be calculated each calendar month based on Net Sales generated during that month and collected in accordance with Article 4.2 C.

4.7 Audit

At any time during normal business hours, and without advance notice, Licensor may inspect the business books and records of Licensee and of Guarantors to the extent that any of Guarantors' books and records pertains to the Licensed Business, and may cause these books and records to be audited. Books and records subject to inspection include (but are not limited to) bookkeeping and accounting records, invoices, purchase orders, payroll records, check stubs, bank deposit receipts, financial statements and tax returns of Licensee and of any person who has any direct or indirect ownership interest in Licensee. Licensee and Guarantors shall cooperate fully with representatives of Licensor and any independent accounting firm retained by Licensor to conduct any inspection or audit. If an inspection or audit discloses an underpayment by Licensee of any amount owing under this Agreement for the period or periods under review, Licensee shall pay the royalty and other amounts owing to Licensor and accrued interest on those amounts within ten days after receiving the inspection or audit report. If Licensor conducts an inspection or audit because Licensee did not provide a report, financial statement or other information required by this Agreement, or if an inspection or audit shows that Licensee has underpaid for any period by more than 3%, then Licensee shall reimburse Licensor for the cost of the inspection or audit, including the charges of any independent accounting firm and travel, room, board and compensation of employees of Licensor engaged in the inspection or audit.

4.8 Inquiry by Licensor

Licensee and Guarantors authorize Licensor during the time that the Licensed Right remains in effect to make reasonable inquiry from time to time of the bankers, suppliers and other trade creditors of the Licensed Business regarding their dealings with Licensee, and with the Guarantors to the extent that such dealings pertain to the Licensee or to the Licensed Business, to discuss the affairs, finances and accounts of the Licensed Business with Licensee's bankers and to obtain information and copies of records relating to any dealings between such persons and Licensee or Guarantors which are in any way connected to the Licensed Business. If requested, Licensee shall give Licensor such written instructions and authority as Licensor may require to allow such bankers, suppliers and other creditors to disclose such information and to release copies of such documents to Licensor.

USE OF THE MARKS

5.1 Integrity of Marks

Licensee shall operate the Licensed Business using the Marks without accompanying words or symbols of any kind. Licensee shall only use the Marks in association with the sale of wares and services approved in advance by Licensor in writing. Neither the Marks nor any words similar to the Marks may be used in any corporate or trade name used by Licensee or by any person in which Licensee

has any direct or indirect interest. However, if required by applicable state law Licensee may register with the appropriate agency as operating under the assumed name " Weed Man ".

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.

6.5 Deliver Covenants

On request of Licensor, Licensee shall give to Licensor the written covenants, in form satisfactory to Licensor, of all stockholders, directors, officers and employees of Licensee who at any time may exercise supervisory or management functions, or who may receive special training and instruction from Licensor, or who may acquire knowledge of any confidential information or trade secrets of TH Canada or of Licensor, undertaking to be bound by the provisions of this Article to the same extent as Licensee.

6.6 Acknowledgement

Licensee acknowledges that the System is unique and that covenants of the type in this Article are necessary to protect the System elements and the goodwill generated by licensees who use the System. Licensee also acknowledges that the scope of activity, the time periods and the geographic areas referred to in this Article were fully negotiated with Licensor and that these covenants are both reasonable as between the parties and consistent with the interests of the public.

ASSIGNMENT

7.1 By Licensor or TH Canada

Either Licensor or TH Canada may assign any of its rights under this Agreement, provided that the assignee agrees in writing to assume Licensor's or TH Canada's obligations which correspond to the rights assigned. Upon such assignment and assumption, Licensor and TH Canada shall be released from all further liability regarding those obligations.

7.2 By Licensee

No interest in this Agreement, in the Licensed Right, in the property and assets used to operate Licensee's Business or in Licensee may be sold, assigned, mortgaged, charged or in any other manner whatever (including by operation of law) transferred or encumbered (collectively, a "Transfer"), without the previous written consent of Licensor. Without limitation, no interest in the subject matter of any Transfer may be retained by the vendor as security for any obligations that may arise as a result of the Transfer. Any actual or purported Transfer without Licensor's written consent shall be a material default under this Agreement. Licensor will not unreasonably withhold its consent to a Transfer. In deciding whether to give or to withhold consent, Licensor will consider (among other things) the purchase price offered in comparison to the time remaining on the term of the Licensed Right, and the proposed transferee's character, credit standing, work experience and aptitude, financial background, community standing, apparent ability to properly manage a Weed Man business and to personally devote full time and best efforts to the business, residence in the locality, equity interest in the business, conflicting interests, and whatever other criteria and conditions Licensor applies at the time in deciding whether or not to grant a Weed Man to a new prospect. In addition, Licensor may require as a condition of giving its consent that:

- (a) Licensee not then be in breach of this Agreement and have substantially complied with its obligations under this Agreement;

- (b) Licensee pays all amounts then owing to Licensor and to the trade creditors of the Licensed Business, settle all outstanding accounts with such creditors;
- (c) Licensee pay a transfer fee of \$10,000 to Licensor and reimburses Licensor for all of its costs and expenses incurred in connection with the proposed transfer, including all administrative and legal costs and the cost of training the proposed transferee;
- (d) Licensee and Guarantors sign Licensor's standard form of release, by which they fully release Licensor, TH Canada and their directors and officers from all claims;
- (e) the proposed transferee and its owners sign a new license agreement and other documents (including stockholder guarantees) for the balance of the term of this Agreement, in the forms then being used by Licensor to grant new Weed Man licenses. However, the proposed transferee will not be required to pay an initial license fee or a higher royalty and service fee, or make greater advertising contributions than are required under this Agreement;
- (f) if required by Licensor, the proposed transferee and its employees complete to Licensor's satisfaction its training program then in effect for new licensees; and
- (g) the transfer complies with all applicable bulk sales legislation.

Without limitation, Licensor has the absolute right to withhold consent to a transfer if Licensor believes that the purchase price to be paid by the proposed transferee is so large that the proposed transferee will be unlikely to realize an adequate return on investment within a reasonable time.

7.3 Death or Disability

If one of the Guarantors dies or becomes permanently disabled before termination or expiration of the Licensed Right, then within 60 days thereafter he or his estate shall transfer all of his stock in Licensee to the surviving Guarantors on such terms and conditions as they may agree upon. If the last surviving Guarantor dies or becomes permanently disabled before termination or expiration of the Licensed Right, then within 60 days thereafter Licensee shall transfer all of Licensee's rights under this Agreement and in the assets used to operate Licensee's Business to a third party reasonably acceptable to Licensor, having regard to the criteria for transferees set out in Section 7.2. Licensor may (but need not) operate and manage Licensee's Business for the account of Licensee until the transfer of the Licensed Right to an acceptable third party is completed. If Licensor chooses to operate and manage Licensee's Business, Licensee shall pay a reasonable management fee to Licensor and shall reimburse Licensor for its reasonable expenses. Licensor shall account on a regular basis for its operation of Licensee's Business, and shall pay the net income from such operation to Licensee after deducting its management fee and expenses. A Guarantor shall be deemed permanently disabled if the Guarantor's normal participation in the operation of Licensee's Business is diminished for a cumulative period of 90 days in any twelve-month period because of mental or physical disability. The requirements of Section 7.2 shall apply to any transfer under this Section.

7.4 Right of First Refusal

Without limiting Licensor's rights under Section 7.2, if Licensee receives a bona fide offer (the "Offer") to acquire the Licensed Right or any interest in this Agreement which Licensee wishes to accept, Licensee shall promptly give Licensor a true copy of the Offer and full details of the proposed purchaser. During the 30 days after Licensor receives the Offer and details it may purchase the property forming the subject matter of the Offer on the same terms and conditions as those in the Offer, except that Licensor

may deduct from the purchase price the amount of any broker's or agent's commission or fee that is payable under the Offer, may substitute the reasonable cash equivalent of any other form of consideration specified in the Offer, and may if it chooses may pay the purchase price in full at closing. If Licenser decides not to buy, and if the requirements of Section 7.2 are met, Licensee may complete the transfer in accordance with the Offer. However, if the transfer is not completed within 30 days after Licenser notifies Licensee of its consent to the transfer, then the provisions of this Section shall again apply regarding the proposed transfer, and so on from time to time.

TERMINATION

8.1 Default

Licensee will be in default under this Agreement if any one or more of the following happen:

- (a) Licensee engages in any conduct or practice that Licenser reasonably believes may reflect unfavorably on or be otherwise detrimental to the goodwill associated with the Marks.
- (b) Licensee does not pay Licenser when a payment is due.
- (c) Licensee uses in the Licensed Business a product, item of equipment or material which does not meet the System specifications and standards, or sells any unauthorized product or service, or refuses to use a product, item of equipment or material which Licenser designates for use in the System.
- (d) Licensee does not obtain a government approval, permit or license needed to establish and operate the Licensed Business.
- (e) Licensee otherwise breaches this Agreement.

Licensee has ten days after it receives notice of default under Subsection (a) or (b), 15 days after it receives notice of default under Subsection (c), and 30 days after it receives notice of any other default (except as stated in Section 8, 8.2, 8.3) in which to cure the default.

8.2 Probationary Period

In the event that the Licensee fails to comply with or meet one of the default clauses set forth in Section 8.1. of this Agreement for any relevant period, Licenser may, at its sole option, place Licensee on "probationary status." If Licenser places Licensee on probationary status, Licensee will have the period of six (6) calendar months from the date on which Licensee is placed on probationary status to achieve and gain compliance with the System and this Agreement or any corrective action plan and benchmarks required to achieve minimum performance standards that Licenser may require during the probationary period at Licenser's sole option. During the probationary period, Licenser has the right to remove Licensee's privileges and impose obligations that can include withholding website services, cash only with vendors, withholding computer software support, obligating Licensee to complete additional training courses, creating financial liens, re-structuring of debt, and creating debt repayment plans..

Additional or successive probationary periods shall be provided to Licensee at the sole discretion of Franchisor.

8.3 Termination

Notwithstanding Section 8.2, Licensors may terminate this Agreement and the Licensed Right and all other rights of Licensee and Guarantors under this Agreement, effective when Licensors send notice of termination to Licensee or at such later date as required by law or as stated in the notice, if:

- a) in negotiating for this Agreement Licensee or any of Guarantors misstated a material fact to Licensors, or did not state a material fact with the result that another statement of material fact which they did make to Licensors was misleading; or
- b) Licensee does not cure a default as provided in Section 8.1; or
- c) Licensors terminates another Weed Man license agreement with Licensee or with any of Guarantors; or
 - a. Licensee or any of the Guarantors generally fails to pay debts as they become due in the ordinary course of business, or becomes subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition with creditors or a similar action or proceeding that is not dismissed within 30 days after it is filed, or if Licensee or any of the Guarantors otherwise attempts to take the benefit of any federal or state law now or subsequently in effect for the relief of debtors; or
- d) a sheriff or other official levies execution or similar process against any assets needed to operate the Licensed Business or against any ownership interest in Licensee, or Licensee sells any substantial part of its business assets out of the ordinary course of business; or
- e) Licensee discontinues operating the Licensed Business; or
- f) Licensee or any of the Guarantors breaches a restriction imposed by either Article 6 or Article 7; or
- g) Licensee receives in any 12-month period three or more notices of default from Licensors, whether the notices relate to the same or to different defaults and whether or not the defaults are cured.

8.4 Partial Return of Money

If Licensors terminates under Section 8.1(d), then Licensors and its affiliates on the one hand, and Licensee and Guarantors on the other, shall sign a full mutual release of all claims each group has against the other, except for claims under Article 6, in form satisfactory to Licensors. Licensors shall then refund to Licensee all amounts paid by Licensee on account of the initial franchise fee, less the greater of \$2,500 and Licensors's actual costs and expenses incurred in connection with the Licensed Right to date of termination.

CONSEQUENCES OF TERMINATION

9.1 Stop Using System

If the Licensed Right expires or is terminated for any reason (a "Termination") then Licensee shall immediately stop using the System including WEMMS software and the Marks. After Termination Licensee and Guarantors shall not identify themselves to the public as being former Weed Man licensees.

9.2 De-Identify Business

Within three days after a Termination Licensee shall:

- (a) cancel all of its assumed name or equivalent public registrations which refer to any of the Marks, destroy all written materials it has which bear any of the Marks, remove the Marks from all of Licensee's vehicles, equipment and signs, and make such other changes to the external appearance of Licensee's vehicles as Licensor reasonably requires to minimize their identification with the System;
- (b) return all of its copies of the Manuals and WEMMS software to Licensor;
- (c) advise the telephone company and all classified and other listing agencies in writing that Licensee is no longer authorized to use the Marks, require the telephone company to immediately transfer to Licensor all telephone numbers of Licensee which are listed using the Marks, require the listing agencies to cancel all such listings as soon as possible, and do whatever they may require to complete such transfer and cancellations; and
- (d) give Licensor an accurate electronic version in a format acceptable to Licensor of the names and addresses of all customers of Licensee during the previous 12 months.

9.3 Pay Creditors

If the Licensed Right expires or is terminated for any reason then within seven days Licensee shall pay all amounts then owing by it to Licensor and to the other trade creditors of the Licensed Business (including anything owing to Licensor under Section 3.8).

9.4 Purchase Option

For 30 days after Termination Licensor has the option to purchase such fixtures, vehicles, equipment, signs, supplies, materials and merchandise used in the Licensed Business as Licensor designates. If Licensor exercises this option then Licensee shall sell the designated items to Licensor for such purchase price as they agree upon, or if they cannot agree within ten days, then for fair market value as determined by an independent appraiser selected by Licensor. The purchase price shall not contain any factor or increment for goodwill or other intangibles. Licensor may set off against the purchase price all amounts then owing by Licensee to Licensor (whether or not under this Agreement) and half of the appraiser's charges for appraising the assets. If Licensor exercises its purchase option, the sale shall be completed within five days after the purchase price is determined, and Licensee shall do whatever is required under any applicable bulk sales legislation to allow Licensor to pay the full purchase price directly to Licensee on closing. At closing Licensee shall give Licensor a bill of sale with the usual covenants as to title, and such other documents as Licensor may reasonably require to complete the sale transaction.

9.5 Powers of Licensors

If Licensee does not do something it is required by this Article to do, then without affecting Licensors other rights Licensors may sign any document and do anything else, on behalf of and in the name of Licensee, as is needed to fully carry out the intent of this Article. Licensee irrevocably appoints the president of Licensors at that time as Licensee's attorney-in-fact to sign all such documents and to do all such things, and agrees to ratify and confirm whatever Licensors's president does under this power of attorney. In addition, Licensors has the full authority of Licensee to enter the premises of the licensed business and remove signs bearing the trademarks from vehicles and change vehicle colors, if Licensee has not done so within 10 days of written notice.

9.6 Equitable Relief

Licensee acknowledges that its delay or refusal to discontinue all use of the Marks on Termination will cause serious loss and damage to Licensors, which may be impossible to measure monetarily. Accordingly, Licensors is entitled to injunctive relief, restraining and enjoining any such use.

GENERAL CONTRACT PROVISIONS

10.1 Indemnification

Licensee indemnifies Licensors on a full recovery basis (including all attorneys fees and disbursements) against all liability, loss, damages, costs and expenses which Licensors may sustain, suffer or incur as a result of Licensee's breach of this Agreement or as a result of any act or omission of Licensee or anyone for whom Licensee is responsible in law, or as a result of the operation of the Licensed Business.

10.2 Security

To secure payment and performance of all obligations owing by Licensee to Licensors, to TH Canada, or to any of their affiliates (whether or not owing under this Agreement), within ten days after Licensors's request, Licensee shall sign Licensors's standard form of security agreement and shall deliver it to Licensors.

10.3 Overdue Amounts

All amounts owing by Licensee to Licensors, to TH Canada, or to any of its affiliates (including amounts owing under this Agreement) shall bear interest after the due date until paid in full at the greater rate of (a) up to one and one-half percent (1.5%) per month, with the rate determined solely by the Licensors, or (b) at the Prime Bank Rate plus 5 percentage points, compounded and payable weekly, not in advance, before and after default, maturity and judgment, with interest on overdue interest at the same rate. In no event will the rate of interest exceed the highest legal rate for open account business credit. The Prime Bank Rate shall be determined at the close of business on the day before each interest payment is due and shall apply to all amounts owing at that time. "Prime Bank Rate" means the commercial lending rate of interest (expressed as an annual rate) quoted by the Wall Street Journal from time to time as the reference rate of interest (commonly known as "prime") for the purpose of determining the rate of interest that it charges to its commercial customers for U.S. Dollar loans.

10.4 Currency and Payment

All money amounts in this Agreement are expressed in U.S. Dollars. A check or other commercial paper does not constitute payment of an obligation until payee receives cash or credit for its full face value.

10.5 No Set-Off

Neither Licensee nor any of the Guarantors shall withhold payment of any amount owing to Licensors or to TH Canada because of any alleged non-performance by either of them. If Licensee does not pay an amount owed by it to Licensors or to TH Canada when it becomes payable, then Licensors may pay itself or its affiliates the amount owed out of any money or credit held by Licensors for Licensee's account.

10.6 Notice

To be effective, a notice or other communication ("Notice") which is required or permitted by this Agreement to be given by one party to another party must be in writing, and must be given by personal or courier delivery, or by prepaid registered or certified mail. The present addresses of the parties for delivery are stated on page 1 of this Agreement. A party may change his address for service by giving Notice of the change to the other parties. Notice which is given by mail shall be deemed to be received three days after it is mailed, unless it was actually received earlier. If postal service is interrupted by strike or other irregularity then during the interruption Notice may not be given by mail.

10.7 Governing Law

This Agreement is executed in the state of Delaware and shall be governed by and interpreted in accordance with the laws of the state of Delaware. Licensee and Guarantors agree that they shall be subject to the jurisdiction of any court in the State of Delaware in the event legal action is commenced to enforce the terms of this Agreement.

10.8 Entire Agreement

This Agreement is the entire agreement and understanding between the parties regarding its subject matter, and supersedes all previous agreements and understandings between the parties regarding that subject matter. Nothing in this Section shall be construed as a disclaimer or waiver of reliance by the Licensee on any representation made in the disclosure document or in its exhibits or amendments. This Agreement may only be amended by a written agreement signed by all of the parties. Nothing in this Franchise Agreement or in any related agreement is intended to disclaim representations made in the Franchise Disclosure Document.

10.9 Third Party Beneficiaries

The parties intend that TH Canada Inc. will be a third party beneficiary of this Agreement. There are no other third party beneficiaries, and no agreement between Licensors or TH Canada Inc. and anyone else is for Licensee's or Guarantors' benefit.

10.10 Force Majeure

No party shall be responsible to another party for non-performance or for delay caused by anything beyond his control, including without limitation acts or omissions of another party, strike, lock-out, act of civil or military authority, embargo, insurrection, war or act of God. If any such delay occurs, then any applicable time period shall be extended for a period equal to the time lost, as long as the affected party makes reasonable efforts to perform and gives prompt notice of the delay to the other parties. The inability of a party to obtain funds is not an event to which this Section applies.

10.11 Number and Gender

In this Agreement, the use of the singular number includes the plural and vice versa, use of a particular gender includes all of the other genders and the word "person" includes an individual, a partnership, a trust, a personal representative, a body corporate and politic, an association and any other incorporated or unincorporated organization or entity.

10.12 Table of Contents and Headings

The table of contents, the use of headings and the division of this Agreement into Articles and Sections are all for the convenience of the reader, and shall not affect the legal interpretation of this Agreement.

10.13 Independent Contractors

The parties are independent contractors, and nothing in this Agreement gives any party the right to bind another party to any obligation, or to assume or to incur any obligation on behalf of or in the name of another party. This Agreement shall not be interpreted to make one party a partner, joint venturer, employee, agent or other representative of another party for any purpose. Each party shall use his own name when soliciting, negotiating and completing contracts, so that the transaction indicates that he is acting on his own behalf and not for any other party.

10.14 Cumulative Remedies

The remedies available to a Licensor under this Agreement are intended to be cumulative and not in the alternative, and exercise of any remedy shall not prevent Licensor from seeking any other remedy which may be available.

10.15 Waiver

Licensor shall not be deemed to have waived its right to enforce any obligation of Licensee or of Guarantors under this Agreement unless the waiver is in writing signed by Licensor. If Licensor accepts part performance by another party of an obligation under this Agreement, or accepts payment of principal, interest or anything else from another party, that shall not be construed as a waiver by Licensor of any right under this Agreement. No waiver by Licensor of any breach of this Agreement shall act as a waiver of its rights regarding a similar but subsequent breach or any other breach of this Agreement.

10.16 Severability

Each part of this Agreement is intended to be separately valid and enforceable to the fullest extent permitted by law. No part of this Agreement shall be interpreted as being dependent upon any other part unless the contrary is expressly stated. If any part of this Agreement cannot be enforced because of any rule of law or public policy, the offending material shall be severed, but that shall not affect the remainder of this Agreement.

10.17 Time of the Essence

Time is of the essence of this Agreement. When calculating the period of time within which or following which any act is to be done or any step taken pursuant to this Agreement, the reference date for calculating the period shall be excluded. If the last day of any such period is not a business day then the period shall end at the close of business on the next business day.

10.18 Further Assurances

On request of a party and at that party's expense, each of the other parties shall do such things, execute such documents and give such further assurances as the requesting party may reasonably require to fully carry out the intent of this Agreement.

10.19 Successors

This Agreement shall inure to the benefit of and shall bind the parties and their heirs, executors, administrators, successors and permitted assigns.

GUARANTY AND INDEMNITY

11.1 Guarantee

As an inducement to Licensor and to TH Canada Inc. to sign this Agreement, Guarantors jointly and severally, irrevocably and unconditionally guarantee to Licensor and to TH Canada Inc. that all of Licensee's present and future obligations of any nature owing to them, including obligations under this Agreement, will be punctually paid and performed. Either Licensor or TH Canada Inc. may extend, modify or release any indebtedness or obligation of Licensee owing to them, or may settle, adjust or compromise any claim against Licensee, without notice to Guarantors and without affecting a Guarantor's obligation under this guaranty. This guaranty shall also bind the Guarantors' estates. Guarantors will not seek or accept indemnity and will not claim reimbursement or subrogation under this guaranty until all obligations of Licensee to Licensor and to TH Canada Inc. have been fully paid and performed. Guarantors waive notice and demand by Licensor on Licensee for performance by Licensee.

11.2 Indemnity

In addition to the above guaranty, and as primary obligations which are entirely separate from the above guaranty, Guarantors jointly and severally indemnify Licensor and TH Canada Inc. on a full-recovery basis against all liability, loss, damages, costs and expenses (including attorneys' fees and disbursements) which either of them may sustain or incur as a result of Licensee breaching any obligation to either of them, including obligations to them under this Agreement.

ACKNOWLEDGMENTS

12.1 Volume Rebates

Licensee and Guarantors acknowledge that Licensor and TH Canada may retain for themselves the full benefit of any volume rebate, discount, advertising allowance or other concession received by them from anyone as a result the supply of goods, vehicles, products or services to any the Weed Man licensees, without any obligation to disclose or to account to Licensee. Licensor and TH Canada have the absolute right if they wish to share all or any part of these rebates, discounts, allowances or concessions with any Weed Man licensee or group of Weed Man licensees on whatever basis Licensor or TH Canada wish.

[Signatures appear on the next page.]

IN WITNESS WHEREOF the parties have executed this Agreement on this date:

_____.

LICENSOR: TURF HOLDINGS INC.

By: _____
President

Attest: _____
Secretary

LICENSEE NAME: _____

By: _____
President

Attest: _____
Secretary

Guarantors:

Witness: _____

Witness: _____

Witness: _____

SCHEDULE "1"
MARKS

Mark	Registration Number	Date of Registration
	1,125,439	September 25, 1979; renewed June 20, 2009; renewed April 4, 2019
	6,330,469	April 20, 2021

SCHEDULE "2"

TERRITORY

TURF HOLDINGS INC.

MUTUAL GENERAL RELEASE AGREEMENT

THIS MUTUAL GENERAL RELEASE AGREEMENT is made and entered into this _____ day of _____, by and between Turf Holdings Inc., a Delaware corporation ("THI"), and

_____, ("Licensee").

WHEREAS, THI and Licensee entered into a Weed Man Franchise Agreement (the "Franchise Agreement") dated _____ granting Licensee the right to operate a Weed Man business using the confidential policies, procedures and techniques developed by TH Canada Inc. and which are licensed to THI and using certain proprietary marks, including the trademark and service mark Weed Man.

WHEREAS, Licensee desires to transfer/renew [circle one] his or her Weed Man franchise.

WHEREAS, THI, as permitted by the Franchise Agreement is conditioning its consent to such transfer or renewal on the execution of this Mutual General Release Agreement by Licensee.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. THI and Licensee do hereby mutually release and forever discharge each other and each other's heirs, successors, representatives, assigns, agents, employees, officers, and directors ("Designees"), and each of them, of and from any claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description known or unknown, vested or contingent, which each party now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the other party hereto, arising prior to and including the date of this Mutual General Release Agreement; provided, however, that this release shall exclude claims arising from assertion of any continuing rights reserved in this Mutual General Release Agreement.

2. The foregoing release shall not apply to any claims which the Licensee may have which have arisen under (a) the California Franchise Investment Law or the California Franchise Relations Act; (b) the Hawaii Franchise Investment Law; (c) the Maryland Franchise Registration and

Disclosure Law; (d) the Minnesota Franchise Act; (e) the New York Franchise Investment Law; (f) the North Dakota Franchise Investment Law; or (g) the Washington Franchise Investment Protection Act. The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder. This release shall exclude claims arising from Licensee's failure to pay any amounts due THI in the ordinary course of business. The parties expressly agree that this Mutual General Release Agreement will not apply to any claims THI may have under any Promissory Notes ancillary to the Franchise Agreement, or that pertain to other payment arrangements that the parties may have agreed upon. The parties also expressly agree that this Mutual General Release Agreement will not apply to any claims THI may have under the continuing post-term obligations of the Franchise Agreement, which claims arise after the date of this Mutual General Release Agreement.

3. By executing this Mutual General Release Agreement, THI and Licensee, for themselves and their respective successors, represent and warrant that their representations herein are true and correct and that each of them has the right and authority to enter into and to accept the terms and covenants of this Mutual General Release Agreement, and that no third party has or claims an interest in any claim released by Paragraph 1. of this Mutual General Release Agreement.

4. THI and Licensee, for themselves and their respective Designees, acknowledge that Paragraphs 1. and 3. of this Mutual General Release Agreement shall be a complete defense to any claim that is subject to the terms thereof; consent to the entry of a temporary or permanent injunction, whether affirmative or negative, to prevent or end any breach hereof; and agree to indemnify each other and their successors for any and all costs and expenses incurred as a result of their breach of Paragraphs 1. and 3. hereof, including reasonable attorney's fees.

5. This Mutual General Release Agreement represents the complete, integrated, and entire agreement between the parties, and may not be modified except in writing signed by the parties.

6. This Mutual General Release Agreement shall take effect upon its execution and dating by THI, and shall be governed by the laws of the State of Delaware, which laws shall be controlling in the event of any conflict of law.

7. The provisions of this Mutual General Release Agreement are severable, and, in the event that any of them is held void and unenforceable as a matter of law, the remainder shall continue in full force and effect.

8. Each of the undersigned, if a corporation, hereby represents and warrants that, as of the date of execution of this Mutual General Release Agreement, it is in good standing in the state of its incorporation, has the power to

enter into this Mutual General Release Agreement, has duly authorized the execution of this Mutual General Release Agreement, and that such execution does not violate any other agreement to which it is a party.

IN WITNESS WHEREOF, the parties have executed and delivered this Mutual General Release Agreement as of the date first above written.

FRANCHISEE:

(Name of Licensee)

By _____
(Signature)

(Print or type name and title of signatory)

By _____
(Signature)

(Print or type name and title of signatory)

(If the Licensee is a corporation, this Agreement must be signed by each person owning any share(s) of any class of stock of the Licensee.)

ACCEPTANCE

Accepted on this _____ day of _____. (Acceptance by THI can only be made by a corporate officer at THI's corporate office.)

TURF HOLDINGS INC.

By _____

Title _____

Promissory Note

DEMAND PROMISSORY NOTE

<\$ _____ >

FOR VALUE RECEIVED, the undersigned, jointly and severally, ("Borrower" or "Maker") promises to pay to the order of [Franchisor], a _____ [corporation/limited liability company], ("[Franchisor]") at _____ or any other such place or address as [Franchisor] or any other holder of the Note hereafter may designate, the principal amount <\$ _____ > together with interest at the rate of Nine percent (9%) per annum. This is the Promissory Note as defined in a [Franchisor] Franchise Agreement of even date herewith.

This Note is payable as follows:

Interest begins to accrue on the first day of the first full calendar month following the date when Borrower completes training. Principal, accrued interest and interest shall be paid in sixty (60) equal monthly installments of <\$ _____ > each on the first day of each month, commencing the first day of the second (2nd) full calendar month after Borrower's completion of training, and continuing until all principal and interest shall have been paid in full.

Installment payments on the Promissory Note will be made by a direct debit of Borrower's bank account for such amounts on the due date, utilizing the Automated Clearing House (ACH) or other automatic bank payment function. All bank charges for such electronic direct debit shall be borne by Borrower. Borrower shall concurrently with the execution of this Note, and from time to time thereafter upon request by [Franchisor], execute an appropriate authorization agreement for automatic payment to permit a bank designated by [Franchisor] to initiate debit entries to, and to debit, the bank account designated by Borrower.

1. If any payment due under this Note remains in default for more than fifteen (15) days after the due date or in the event of a termination of the Franchise Agreement, the holder of this Note may declare the entire balance of principal and interest immediately due and payable.
2. Maker may prepay this Note at any time, in whole or in part, without penalty.
3. The Maker and all endorsers, sureties, and guarantors of this Note, jointly and severally: (a) waive presentment, demand for payment, notice of dishonor, and all other notices and demands in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note; (b) consent that the time of payment may be extended from time to time and on any terms and conditions without notice to any of us; (c) agree that additional co-makers, guarantors, and sureties may become parties to this Note without notice to any of us; and (d) waive any and all benefits of homestead exemptions and all other exemptions to which we may be or become entitled under present or future law.
4. If a required payment is not made within 10 days of the due date, the undersigned shall pay in addition to the regular installment a late charge in the amount of \$50.00. The

undersigned agrees to pay, in addition to the unpaid principal and interest of this Note, all collection costs, including reasonable attorneys fees, that may be incurred by the holder of this Note in enforcing its rights under this Note. No delay or omission on the part of the holder in the exercise of any right or remedy shall operate as a waiver thereof, or as a novation, and no single or partial exercise by the holder of any right or remedy shall preclude other or further exercises thereof, or of any other right or remedy.

6. The holder of this Note shall also be entitled, at its discretion and from time to time, to bring any action, suit, or proceeding touching or concerning this Note against all makers, endorsers, and guarantors in any state where a maker, endorser, guarantor, payee, or holder resides or has a place of business. To the maximum extent permitted by law the defendants in any such action, suit, or proceeding shall not interpose any counterclaim of any kind and jointly and severally waive any right to trial by jury.

7. This Note is to be governed by and construed in accordance with the laws of the State of <____>. In any action brought under or arising out of this Note, the undersigned hereby consents to the *in personam* jurisdiction of any Federal or state court in the State of <____>, waives any claim or defense that such forum is not convenient or proper, and consents to service of process by any means authorized by <____> law. The debt evidenced by this Note has been incurred for business and commercial purposes and in connection with the operation of a business enterprise.

Executed and delivered by the undersigned this ____ day of _____.

[Signature]

[Printed Name]

GUARANTEE:

Guarantor Statement:

I personally guarantee Borrower's payment of the Loan described in this Demand Promissory Note on the terms described in this Demand Promissory Note, and personally assume fully liability as a Guarantor.

GUARANTOR:

[Signature]

[Printed Name]

[Date]

Security Agreement

THIS SECURITY AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, by and between _____, a _____ ("Lender"), and _____, a _____ ("Borrower").

Recitals

The following provisions form the basis for, and are made a part of, this Agreement.

A. Borrower wishes to acquire from Lender a non-exclusive franchise (the "Business") as described in a certain Franchise Disclosure Document dated _____ (the "Disclosure Document"), which is or is to be evidenced and governed by one or more Franchise Agreement(s) as more particularly described in Exhibit "A" hereto (whether one or more, collectively, the "Franchise Agreement").

B. In connection with its acquisition of the Business, and in support of its working capital requirements, Borrower has requested certain financing, and Lender has agreed to extend such financing to Borrower, in a principal amount of \$ _____ (the "Loan"), to be evidenced by a Demand Promissory Note of even date herewith (the "Note").

C. As a condition precedent to the Loan, among other things Lender has required that Borrower grant to Lender a security interest in certain assets of Borrower as hereafter provided.

NOW, THEREFORE, in consideration of the premises, and in order to induce the Lender to make the Loan, Borrower, intending to be legally bound, hereby agrees as follows:

1. **Creation and Grant of Security Interest.** For value received, Borrower hereby grants, assigns and pledges in favor of Lender, a continuing security interest in, to and under all of Borrower's rights, title and interest, now existing or hereafter arising or acquired, in and with respect to following (collectively, the "Collateral"):

(a) All of Borrower's right, title and interest under the Franchise Agreement, including licensee with respect to the Business, and all moneys or rights payable there under or deriving from the Business or under the Franchise Agreement;

(b) All equipment (including vehicles) and fixtures, wherever located, now owned or in the future acquired by Borrower, and all chattel paper evidencing any past, present, or future leasing of the equipment or fixtures.

(c) All inventory, wherever located, now owned or in the future acquired by Borrower; any and all bills of lading, warehouse receipts, and other documents of title evidencing inventory; any and all rights of stoppage in transit of inventory, and all chattel paper evidencing any past, present, or future leasing of inventory; and all letter of credit rights under all existing and future letters of credit securing all or part of the purchase price of inventory that has been or is in the future sold by Borrower.

(d) All accounts; accounts receivable; promissory notes; instruments; rights to payment of money; customer information, all revenue derived from customers, customer information, or customer lists; patents; licenses; franchises; general intangibles; contract rights; chattel paper; and other obligations of any kind, whether now owned or hereafter acquired by Borrower and all proceeds of the foregoing (collectively, "Receivables"), including without limitation, all rights now or hereafter existing in and to all security agreements, leases, business telephone numbers, and other contracts securing or otherwise relating to any Receivables (all such leases, security agreements and other contracts being called the "Assigned Contracts"), and all proceeds, profits, deposits, products and accessions of and to, and substitutions or renewals for, all of the foregoing;

(e) All insurance and policies of insurance relating to any of the foregoing, and all issues, deposits, products, rents, profits and proceeds derived of and from any and all of the foregoing Collateral and to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty, chose in action or judgment payable by reason of loss or damage to or otherwise with respect to any of the Collateral.

2. **Security for Obligations.** This Agreement secures the payment of the Loan and any and all indebtedness, obligations and liabilities of any kind whatsoever of Borrower to the Lender, now or hereafter existing, of every kind and description, whether matured or unmatured, direct or contingent, including obligations in respect to future advances (all such obligations of Borrower being referred to as the "Obligations").

3. **Borrower to Remain Liable.** Anything herein to the contrary notwithstanding, (a) Borrower shall remain liable under the Franchise Agreements, and the Assigned Contracts, Leases and other documents, instruments and agreements included in the Collateral to the extent set forth therein, to perform all of its duties and obligations there under to the same extent as if this Agreement had not been executed; (b) the exercise by Lender of any of the rights hereunder shall not release Borrower from any of its duties or obligations under or with respect to any Collateral; and (c) Lender shall not have any obligation or liability under or with respect to any Collateral, including any contracts, leases, policies and agreements included in the Collateral, by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of Borrower there under, or to take any action to collect or enforce any claim for payment assigned hereunder.

4. **Borrower's Covenants, Warranties and Representations.**

Borrower covenants, warrants and represents the following:

(a) Borrower is a _____, duly organized and in current good standing under the laws of _____. The sole _____ of Borrower are _____ (the "Owners"). The respective ownership interests of the Owners are reflected on Schedule 4.1.

(b) Borrower has full rights, power and authority to enter into the Franchise Agreement, the Note and this Agreement, and to perform its obligations there under and hereunder, and to own and operate the Business.

(c) Borrower will pay the Loan, and perform its Obligations hereunder, and under the Franchise Agreement, and operate the Business in accordance with the Franchise Agreement and applicable laws. Borrower will take all actions necessary to prevent a default hereunder or under the Franchise Agreement. Borrower will comply with all laws, ordinances or regulations of any governmental authority applicable to Borrower or the Business.

(d) Borrower is the sole owner of the Collateral, which is free of any other liens, security interest or encumbrance, except for the security interest granted hereby, and Borrower will defend the Collateral against all claims or demands of any person at any time claiming the same or any other interest therein. None of the Collateral shall be subject to a security interest other than that of Lender.

(e) This Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment of the Loan and Obligations and, simultaneously herewith, Borrower is executing such UCC-1 financing statements as have been required by Lender such that all filings and other actions necessary or desirable to perfect or protect such security interest may be duly taken.

(g) All Receivables are genuine and enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor").

(h) The amount represented from time to time by Borrower to Lender as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor, except for normal cash discounts where applicable.

(i) No Account Debtor has any defense, set-off, claim or counterclaim against Borrower which can be asserted against Lender in any proceeding to enforce the Receivables or otherwise.

(j) Borrower will notify Lender promptly of any material default by any Account Debtor in payment or other performance of its obligations with respect to any Receivables.

(k) Borrower, without Lender's prior written consent, will not make or agree to make any alteration, modification or cancellation of or substitution for or credits, adjustments or allowances on any of the Receivables except in the ordinary course of business where required by the exercise of sound business judgment.

(l) All tangible Collateral, and all books and records pertaining to the Collateral, shall be kept at the principal executive office of Borrower, which is located at _____. Borrower shall not change its principal executive office, nor shall it remove the Collateral or books and records and other information related to the Collateral located at said location without the prior written consent of Lender. The

Collateral will not be wasted, misused or abused or deteriorated, except to the extent of ordinary wear and tear, and will not be used in violation of any law, ordinance or regulation of any governmental authority.

(m) Borrower shall pay promptly, when due, all debts, claims, taxes and any other assessment and governmental charges or levies imposed upon it, or with respect to the Business or any Collateral (including claims for labor, materials and supplies) except to the extent the validity thereof is being contested in good faith; provided that Borrower will upon Lender's request, post such surety or additional collateral security for such contested debts, claims, taxes, assessments, charges or levies as Lender may reasonably require.

(n) At its option, and without any obligation to do so, Lender may discharge or pay any taxes, liens, security interests or other encumbrances at any time levied or placed on or against the Collateral or Borrower, and may pay for insurance on the Collateral and may pay for the Collateral's maintenance and preservation. Lender may exercise this right where reasonably necessary to protect its security interest. Borrower agrees to reimburse the Lender on demand for any such payment made or expense incurred pursuant to the foregoing authorizations, or, at the Lender's option, any payment made by the Lender may be added to the balance of the liability then owing.

(o) No authorization, approval or other action by, and no notice to or filing with any governmental authority or regulatory body, or any other party is required either (i) for Borrower's entry into or performance under the Franchise Agreement or this Agreement, or (ii) for the grant by Borrower of the security interest granted hereby, or for the execution, delivery or performance of this Agreement by Borrower; or (iii) for the perfection of or the exercise by Lender of its rights and remedies hereunder, excepting for the filing of UCC-1 financing statements with the appropriate public authorities.

(p) The Collateral which is required to be insured shall be insured with such carriers and in such amounts and against such risks as shall be reasonably satisfactory to the Lender, with policies payable to the Lender as loss payee. All policies of insurance shall provide for ten days written notice of cancellation to the Lender, and the Lender shall be furnished with the original policies or duplicates thereof. The insurance provisions are further set forth in Section 6 herein.

(q) The Collateral will not, without the prior written consent of the Lender, be sold, transferred, disposed of, or substantially modified, except in the usual and ordinary course of business.

(r) Borrower will not change the location of its principal executive office without the prior written consent of Lender.

(s) Borrower hereby authorizes the Lender to file such financing statement(s) or continuation statement(s) relating to the Collateral without Borrower's signature thereon, as Lender may deem appropriate. Borrower shall also execute from

time to time along or with the Lender, any financing statement or statements or other documents, and do such other act or acts considered by the Lender to be necessary or desirable to perfect or protect the security interest hereby created, and shall pay all costs and expenses (including, without limitation, reasonable fees and expenses of counsel and filing fees) related to the preparation and filing of any financing statements, continuation statements, or other documents related to the perfection or protection of the security interest hereby created.

(t) Borrower will not sell or convey any of its assets, except in the normal and ordinary course of business for good and valuable consideration, nor will Borrower enter into or consummate any merger, consolidation or reorganization unless consented to in writing in advance by Lender.

(u) Borrower shall provide or cause to be provided to Lender such pro forma financial statements and other financial information and tax returns requested by Lender from time to time during the term of the Loan.

(v) Borrower shall allow Lender, or Lender's designated agent, to enter upon Borrower's premises and inspect Borrower's property at reasonable intervals and times. Lender shall provide Borrower with twenty-four hours written notice, except where Borrower is in default under the Loan. All such inspections shall be at Borrower's cost and expense.

(w) Borrower will maintain a solvent financial condition, and not permit a material deterioration in financial condition from that reflect in the financial statements approved by Lender from time to time.

(x) There shall be no loans from Borrower to any shareholders, officers or directors, affiliates, subsidiaries or holding companies of Borrower during the term of the Obligations unless agreed to in writing by the Lender. Any such loans to which Lender may agree shall be subordinate in full to the Obligations secured hereby.

5. **Further Assurances.** Borrower agrees that from time to time, at its own expense, Borrower will promptly execute and deliver all further instruments and documents, and take all further actions that may be reasonably necessary or that the Lender may request in order to perfect and protect any security interest granted or purported to be granted hereby, or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral. Without limiting the generality of the foregoing, Borrower shall: (a) hold and preserve the books and records pertaining to the Collateral as set forth in Section 4(l) above, and, preserve any chattel papers related to the Receivables, and, will permit representatives of the Lender at any time during normal business hours to inspect and make abstracts from such books, records and chattel papers; and (d) furnish to the Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Lender may reasonably request, all in reasonable detail.

All costs and expenses associated with any of the above set forth actions (including, without limitation, reasonable fees and expenses of counsel and filing fees) shall be the sole responsibility of the Borrower.

6. **Insurance.** Borrower shall maintain liability insurance, worker's compensation insurance and hazard insurance (with fire extended coverage, vandalism and mischief protection) in accordance with the following provisions:

(a) Borrower shall, at its own expense, maintain insurance with respect to the Equipment and Inventory and all other personal property in such amounts against such risks, in such form and with such insurers, as shall be satisfactory to the Lender. Each policy for liability insurance shall name Lender as an additional insured. Each policy for property damage insurance shall name Lender as a loss payee and shall provide for all losses to be paid directly to the Lender upon the request of the Lender. Each such policy shall also (i) contain an agreement by the insurer that any loss there under shall be payable to the Lender notwithstanding any action, inaction or breach of representation or warranty by Borrower, (ii) provide that there shall be no recourse against the Lender for payment of premiums or other amounts with respect thereto, (iii) provide that at least ten (10) days prior written notice of cancellation or of lapse shall be given to the Lender by the insurer, and (iv) provide that upon notification from the Lender, all payments pursuant to such policies shall be paid directly to the Lender.

(b) Borrower shall deliver to the Lender original or duplicate policies of such insurance as often as the Lender may reasonably request.

(c) Reimbursement under any liability insurance maintained by Borrower pursuant to this Section 6 may be paid directly to the person who shall have incurred liability covered by such insurance. In case of any loss involving damage to Equipment, Inventory or any other personal property when this Section 6(c) is not applicable, Borrower shall make or cause to be made the necessary repairs to or replacements of such Equipment, Inventory or other personal property, and any proceeds of insurance maintained by Borrower pursuant to this Section 6 shall be paid to Borrower as reimbursement for the costs of such repairs or replacements.

(d) Upon the occurrence and during the continuance of any Event of Default, all insurance payments in respect of such Equipment, Inventory or personal property shall be paid to and applied by the Lender in accordance with the terms and provisions of Section 11 hereof.

7. **Lender Appointed Attorney-In-Fact.** Borrower hereby irrevocably appoints Lender Borrower's attorney-in-fact, effective upon the occurrence and continuance of an Event of Default with full authority in the place and stead of Borrower and in the name of Borrower, the Lender or otherwise, from time to time after default by Borrower hereunder, in the Lender's discretion, to take any action and to execute any instrument which the Lender

may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to obtain and adjust insurance required to be paid to the Lender pursuant to Section 6;

(b) to ask, demand, collect, sue for, recover, compound, receive and give a quittance and receipt for moneys due and to become due under or in respect of any of the Collateral;

(c) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with Section 7(a) or 7(b) above; and

(d) to file any claims to take any action or institute any proceedings which the Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender with respect to any of the Collateral.

8. **Lender May Perform.** If Borrower fails to perform any agreement contained herein, the Lender may itself perform, or cause performance of, such agreement, to the extent reasonably required to protect its interest in the Collateral, and the expenses of the Lender incurred in connection therewith shall be payable by Borrower under Section 11 (h) and 12 hereof.

9. **Lender's Duties.** Whenever a contrary standard is not expressly imposed with respect to the actions of Lender hereunder, a reasonable standard will be imposed. Nevertheless, it is acknowledged that the powers conferred on the Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

10. **Events of Default.** Borrower shall be in default under this Security Agreement upon the happening of any of the following events:

(a) Failure by Borrower to pay all or any installment of interest or principal under the Note or any other obligation, liability or claim secured by the Security Agreement, on demand or otherwise as and when the same shall become due;

(b) The occurrence of any default under any other term of this Agreement, the Note, the Franchise Agreement or any of the other agreements relating hereto or thereto;

(c) If any representation or warranty of Borrower hereunder shall prove to be incorrect in any material respect and Borrower knew or should have known such representations or warranty was incorrect at the time it was made;

(d) The commencement of levy, execution or attachment proceedings against Borrower or any Guarantor, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer (and such appointment continues for a period of thirty days);

(e) The assignment for the benefit of creditors, or the admission in writing of any inability to pay any debts generally as they become due, or ordering the winding up or liquidation of its affairs, by Borrower or any Guarantor, or the commencement of a case by Borrower or any Guarantor, under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar law, state or federal;

(f) The commencement of a case against Borrower or any Guarantor under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar law, state or federal, and the failure to have such proceedings discussed within a period of forty-five days;

(g) The entry against Borrower or any Guarantor of one or more final non appealable judgments or decrees;

(h) The occurrence of a default by Borrower or any Guarantor in the performance of its covenants or obligations under any other loan with Lender and/or any other lender;

(i) The occurrence of any change or event which, in Lender's reasonable judgment, impairs any security for the Loan, increases Lender's risk in connection with the Loan or indicates that Borrower or any Guarantor of the Loan may be unable to perform his, her or its material obligations under any Loan Document;

(j) The dissolution (either voluntary or involuntary), termination, liquidation or merger of Borrower or any Guarantor or the merger or consolidation of Borrower or any Guarantor into any other entity without the prior written consent of Lender;

(k) If a change in the management or ownership should occur without the prior written consent of Lender, or which, in Lender's reasonable discretion, is deemed to materially adversely affect the Borrower, the Business, the Collateral or the Loan.

Upon the happening of any of the foregoing Events of Default, the Obligations secured hereby shall, at Lender's option, become immediately due and payable. Borrower expressly waives any presentment, demand, protest or other notice of any kind.

11. **Lender's Remedies and Additional Rights After Default.** Upon the occurrence of an Event of Default, the Lender shall have the rights and remedies of a secured party under the applicable state Uniform Commercial Code, or any other applicable law. Without limiting the generality of the foregoing, Lender may exercise the following rights and remedies:

(a) Lender may peaceably, or by its own means, to the extent permitted by Law, or with judicial assistance by injunction or otherwise, enter Borrower's premises and take possession of the Collateral, or render it unusable, or dispose of the Collateral on Borrower's premises, and Borrower will not resist or interfere with such action;

(b) Lender may, with judicial assistance by injunction, or otherwise, require Borrower, at Borrower's expense, to assemble all or any part of the Collateral and make it available to Lender at any place designated by Lender. Borrower hereby agrees that Borrower's principal place of business or any place designated by Lender within _____, _____ is a place reasonably convenient to Borrower to assemble such Collateral;

(c) Borrower hereby agrees that a notice to Borrower, at least five days before the time of any intended sale or of the time after which any public or private sale or other disposition of the Collateral is to be made, shall be deemed to be reasonable notice of such sale or other disposition;

(d) In the event of sale or other disposition of any such Collateral, the Lender may apply the proceeds of any such sale or disposition to the satisfaction of its reasonable attorneys' fees, legal expenses, and other costs and expenses incurred in connection with its taking, re-taking, holding, preparing for sale and selling of the Collateral;

(e) Without precluding any other methods of sale, the sale of Collateral shall have been made in commercially reasonable manner if conducted in conformity with reasonable commercial practices but, in any event, the Lender may sell on such terms as it may choose, without assuming any credit risk and without any obligation to advertise;

(f) The Collateral need not be present at any public or private sale or in view of the purchaser or purchasers, and title shall pass upon such sale wherever the property or any part thereof is located with like effect as though all the property were present and in the possession of the person conducting the sale and were physically delivered to the purchaser or purchasers; the Lender may bid for and purchase at any public or private sale the Collateral offered for sale or any part thereof, and by such purchase shall become the owner thereof;

(g) Any sale or other disposition of the Collateral, or any portion thereof, or of any other property of Borrower held by Lender or any portion thereof, made under or by virtue of this Agreement shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever at law or in equity of Borrower and all persons claiming by, through or under Borrower in and to the properties and rights so sold, whether sold to Lender or to others. The receipt of Lender or its designated agent shall be a sufficient discharge to the purchaser or purchasers at any such sale or other disposition for his or their purchase money, and such purchaser or purchasers and their respective successors, assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of Lender or of such agent of Lender, be

obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or non-application thereof;

(h) Lender may deduct from the gross proceeds of any public or private sale the expenses incurred by Lender in connection therewith, and any other expenses payable to or recoverable by Lender as set forth in this Agreement or the Note, or the Franchise Agreement, including reasonable attorneys' fees and brokers' commissions, if any, and the net proceeds then remaining shall be applied first to the satisfaction of the amount owed to the Lender by Borrower, including payment of all of the Obligations, and, any amount then remaining shall be returned to Borrower;

(i) Lender may (i) notify the Account Debtors under any and all of Borrower's accounts, including, without limitation, the Receivables and Assigned Contracts, of Lender's interest therein, and direct such Account Debtors to make payments due and to become due there under directly and solely to Lender, (ii) accept and take control of all payments and proceeds received from the Account Debtors, and, at the expense of Borrower, enforce collection of any such Receivables and Assigned Contracts and adjust, settle or compromise the amount for payment thereof in the same manner and to the same extent as Borrower might have done. Additionally, all amounts and proceeds (including instruments) received by Borrower in respect of the Receivables and Assigned Contracts shall be received in trust for the benefit of the Lender, shall be segregated from other funds of Borrower and shall be forthwith paid over to the Lender in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (i) released to Borrower so long as no Event of Default shall be continuing or if Lender no longer deems itself insecure, or (ii) if any Event of Default shall have occurred and be continuing, or if Lender deems itself insecure, applied against Lender's reasonable attorneys' fees and expenses, and, all other expenses of Lender incurred in connection with this Agreement, and, then applied as provided in this Agreement, and, Borrower shall not adjust, settle or compromise the amount or payment of any Receivable or Assigned Contract, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon. The above shall not be deemed to constitute a foreclosure by Lender or an election by Lender of any remedy limiting the right of Lender to recover the unpaid balance of the Obligations, such that Lender shall be entitled to all other remedies set forth herein;

(j) Lender may proceed directly against Borrower and any Guarantor under the Note and/or the Obligations and obtain judgments against the same;

(k) Lender may terminate the Franchise Agreement, and exercise any rights and remedies provided for therein;

(l) No right, power, or remedy of Lender as provided in this Agreement, the Franchise Agreement, the Note and in any other agreement associated herewith, is intended to be exclusive of any other right, power, or remedy of Lender, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to Lender now or hereafter

existing at law or in equity. The failure of Lender to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

12. **Indemnity and Expenses.** Borrower shall indemnify and hold harmless Lender as follows:

(a) Borrower agrees to indemnify the Lender from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Lender's gross negligence or willful misconduct.

(b) Borrower will, upon demand, pay to the Lender the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel, which the Lender may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (ii) the exercise or enforcement of any of the rights of the Lender hereunder or (iii) the failure by Borrower to perform or observe any of the provisions hereof.

13. **Submission to Jurisdiction.** Borrower irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement or any other associated loan document, may be brought, at the option of Lender, in a court of record in the State of _____ in _____ County, in the United States District Court for the District of _____, or in any other court of competent jurisdiction; (b) consents to the jurisdiction of each such court in any such suit, action or proceedings; and (c) waives any objection which it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

14. **Addresses for Notices.** All notices and other communications provided for hereunder, if any, shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address of Borrower specified as follows: _____; if to the Lender, mailed or delivered to it, addressed to it at the address of the Lender specified as follows: _____, or as to either party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section.

15. **Continuing Security Interest; Transfer of Note.** This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full of the Obligations, (b) be binding upon Borrower, its successors and assigns and (c) inure to the benefit of the Lender and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Lender may assign or otherwise transfer the Note held by it to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Lender herein or otherwise. Upon the payment in full of the Obligations, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Borrower. Upon any such

termination, the Lender will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

16. **Amendments, Etc.** No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower here from shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

17. **Waiver.** No failure on the part of Lender to exercise or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any singular or partial exercise by the Lender of any right or remedy hereunder preclude any other or future exercise thereof, or the exercise of any other right or remedy.

18. **Successors and Assigns.** All of the terms, conditions, and covenants of this Agreement shall inure to the benefit of and bind the heirs, personal representatives, successor and assigns of the respective parties hereto.

19. **Modification.** This Agreement may not be changed orally, but only by an instrument in writing, and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. **Non-Judicial Process.** Lender may enforce its rights hereunder without resort to prior judicial process or judicial hearing, and, Borrower hereby waives any right Borrower may have to notice and a hearing before possession or sale of Collateral is effected by Lender by self-help, repletion, attachment or otherwise, such waiver being consistent with commercial necessity. Nothing herein is intended to prevent Lender from resorting to judicial process at its option.

21. **Governing Law.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of _____.

LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED OR TO BE EXECUTED IN CONJUNCTION HERewith, UNDER ANY OF THE LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESSES:

BORROWER:

By: _____
Name: _____
Title: _____

Guarantor Statement:

I personally guarantee Borrower's payment of the Loan described in this Security Agreement and the Demand Promissory Note on the terms described in this Security Agreement and the Demand Promissory Note, and personally assume fully liability as a Guarantor.

WITNESSES:

GUARANTOR:

By: _____
Name: _____
Title: _____

LENDER:

_____, a _____

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, by
, the _____ of _____, a _____, on
behalf of the corporation, who is personally known to me or who has
produced _____ as identification.

NOTARY PUBLIC

Sign: _____

Print: _____

My Commission Expires:

(SEAL)

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, by
, the _____ of _____, a _____, on behalf of the _____, who is
personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Sign: _____

Print: _____

My Commission Expires:

(SEAL)

WEED MAN
COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

THIS COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS ("Assignment") is made and entered into effective as of _____, by and between _____, a _____, with its principal business address located at _____ ("Franchisor") and _____, whose current place of business is _____ ("Licensee"). Franchisor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party".

WITNESSETH:

WHEREAS, Franchisor and Licensee entered into that certain Franchise Agreement dated _____, 20__ ("Franchise Agreement"), pursuant to which Licensee shall own and operate a WEED MAN franchised business ("Franchised Business"); and

WHEREAS, the Franchised Business uses certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, methods, specifications, standards and techniques authorized or developed by the WEED MAN organization (collectively, the "WEED MAN System"); and

WHEREAS, Franchisor identifies WEED MAN Businesses and various components of the WEED MAN System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively, the "Marks"); and

WHEREAS, in order to protect its interest in the WEED MAN System and the Marks, Franchisor desires to have the right to control the telephone numbers and listings of the franchised WEED MAN Business if the Franchise Agreement is terminated.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS

The foregoing recitals are true and correct in every respect and are incorporated by reference herein.

2. DEFINITION OF TERMS

Terms not otherwise defined in this Assignment shall have the meaning as defined in the Franchise Agreement.

3. COLLATERAL ASSIGNMENT

Licensee hereby assigns to Franchisor all of Licensee's right, title and interest in and to those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "Numbers and Listings") associated with the Marks and used from time-to-time in connection with the operation of the WEED MAN Franchised Business. This Assignment is for collateral purposes only. Franchisor will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor notifies the telephone company and/or the listing agencies with which Licensee has placed telephone directory listings (collectively, the "Telephone Company") to effectuate the assignment of the Numbers and Listings to Franchisor. Upon termination or expiration of the Franchise Agreement, Franchisor will have the right and authority to ownership of the Numbers and Listings. In such event, Licensee will have no further right, title or interest in the Numbers and Listings and will remain liable to the Telephone Company for all past-due fees owing to the Telephone Company on or before the date on which the assignment is effective. As between Franchisor and Licensee, upon termination or expiration of the Franchise Agreement, Franchisor will have the sole right to and interest in the Numbers and Listings.

4. POWER OF ATTORNEY

Licensee hereby irrevocably appoints the Franchisor as Licensee's true and lawful attorney-in-fact to: (a) direct the Telephone Company to effectuate the assignment of the Numbers and Listings to Franchisor; and (b) sign on Licensee's behalf such documents and take such actions as may be necessary to effectuate the assignment. Notwithstanding anything herein to the contrary, Licensee will immediately notify and instruct the Telephone Company to effectuate the assignment described in this Assignment to Franchisor when, and only when: (i) the Franchise Agreement is terminated or expires; and (ii) Franchisor instructs Licensee to so notify the Telephone Company. If Licensee fails to promptly direct the Telephone Company to effectuate the assignment of the Numbers and Listings to Franchisor, Franchisor will direct the Telephone Company to do so. The Telephone Company may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of its exclusive rights in and to the Numbers and Listings upon such termination or expiration. The assignment will become immediately and automatically effective upon the Telephone Company's receipt of such notice from Licensee or Franchisor. If the Telephone Company requires that Licensee and/or Franchisor sign the Telephone Company's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's signature of such forms or documentation on Licensee's behalf will effectuate the consent and agreement of Licensee to the assignment. At any time, the parties hereto will perform such acts and sign and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement. The power of attorney conferred upon us pursuant to the provisions set forth in this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without Franchisor's prior written consent.

5. INDEMNIFICATION OF FRANCHISOR

Licensee agrees to indemnify and hold Franchisor and its affiliates, stockholders, directors, officers, agents and representatives (collectively, the "Indemnified Parties") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, Licensee's breach of any of the terms of any agreement or contract or the nonpayment by Licensee of any debt or obligation it has with the Telephone Company.

6. BINDING EFFECT

This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs and successors and assigns.

7. ASSIGNMENT TO CONTROL

This Assignment will govern and control over any conflicting provision in any agreement or contract that Licensee may have with the Telephone Company.

8. ATTORNEYS' FEES AND COSTS

In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party shall be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing Party.

9. SEVERABILITY

If any of the provisions of this Assignment or any section or subsection of this Assignment shall be held invalid for any reason, the remainder of this Assignment or any such section or subsection shall not be affected thereby and shall remain in full force and effect in accordance with its terms.

10. GOVERNING LAW AND VENUE

This Assignment shall be governed by and construed and enforced in accordance with the laws of the state of _____. The parties will not institute any action against any of the other parties in this Assignment except in the state or federal courts of general jurisdiction in _____ County, _____, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

11. NOTICES

All notices provided for herein shall be in writing and shall be deemed duly given if delivered personally or sent by certified mail or registered mail, return receipt requested, to the parties at the above addresses or at such other addresses as a party may theretofore have specified by notice in writing as aforesaid. Any such notices that are given by mail shall be deemed effective as of the third business day following the date of mailing of such notice(s).

12. FURTHER ASSURANCES

The parties will execute and deliver such further documents and take such further actions as may reasonably be requested in order to more fully carry out the intentions of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day and year first above written.

FRANCHISOR:

By: _____

Name: _____

Title: _____

[SEAL]

FRANCHISEE:

By: _____

Name: _____

Title: _____

[SEAL]

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, by _____, as _____ of _____, a _____, on behalf of said _____. He/she is personally known to me or has produced identification.

NOTARY PUBLIC:

By: _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____,
by _____, as _____ of
_____, a _____, on behalf of said
_____. He/she is personally known to me or has produced identification.

NOTARY PUBLIC:

By: _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

THIS COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS is
accepted and agreed to by:

(TELEPHONE COMPANY)

By: _____
Name: _____
Its: _____
Date: _____

**ATTACHMENT
TO WEED MAN FRANCHISE AGREEMENT**

**AUTHORIZATION AGREEMENT
FOR PREAUTHORIZED PAYMENT SERVICE**

I (or We if there are joint owners of the account referenced later in this agreement) authorize and request _____ (the “**Company**”) to obtain payment for all royalty amounts I (we) owe to the Company pursuant to the WEED MAN Franchise Agreement between the Company and me (us), as these amounts become due by initiating a payment entry (an “ACH Payment”) to my (our) account. The account number, name of financial institution, payment amount, and date on or immediately after which payment should be deducted from the account are identified below. In addition, I (we) authorize and request the financial institution, now referred to as the Bank, to accept the payment entries presented to the Bank and to deduct them from my (our) account without responsibility for the correctness of these payments.

Franchisee Information:

Franchisee Name: _____ Franchise No.: _____

Payment Date: _____ Payment # & Frequency: _____

Your Bank Account Information:

Please attach a voided check and we will complete this information for you.

Transit Routing Number: _____ Checking Account Number: _____

Bank Name: _____ Bank Address: _____

Your Name(s): _____
(please print)

Signature(s): _____

Date Signed: _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the Company in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that the Company may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$50.00 charge for each attempt returned NSF, which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.



EXHIBIT D

LISTS OF
ACTIVE FRANCHISEES,
DEPARTED FRANCHISEES

Weed Man National Franchisee Listing as of December 31, 2025

Operating City	Name of Principal	Address	Phone Number	Franchisor
Alabama				
Birmingham	David Waskey	3423 Lorna Ln. Hoover, AL 35216	659-977-0060	THI
Dothan	Grant Faulk	201 Bama Court Dothan, AL 36305	334-350-5391	THI
Huntsville	Grant Faulk	201 Bama Court Dothan, AL 36305	256-964-9705	THI
Mobile	Grant Faulk	201 Bama Court Dothan, AL 36305	251-263-7782	THI
Arkansas				
Arkansas NW	Andy Kurth	3065B American St	479-935-2335	THI
California				
Chico	Wesley Giesbrecht	P.O Box 7677 Chico, CA 95927	530-934-9304	THI
Fresno	Bill Shane	101-1900 South Van Ness Avenue Fresno, CA 93721	559-266-1624	THI
Merced	Russell Spence	10218 Liberty Ave Livingston, CA 95334	209-394-4300	THI
Colorado				
Colorado Springs	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	719-368-4961	THI
Denver	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	720-598-9398	THI
Fort Collins	Mike Schultz	1001-A E Harmony Rd. #133 Fort Collins, CO 80525	970-682-3155	THI
Connecticut				
Westport	Greg Mikos	431 Cherry St Bridgeport, CT 06605	203-256-9449	THI
Florida				
Jacksonville #1	Jim McClure	1213 Canton Street Suite 200 Roswell, GA 30075	904-712-3140	THI
Jacksonville #2	Jim McClure	1213 Canton Street Suite 200 Roswell, GA 30075	904-712-3140	THI
Orlando West	Doug Cabral	17133 Wingspread Loop Winter Garden, FL 34787	407-654-8800	THI
Tampa East	Chase Hillenmeyer	5438 N 56th Commerce Park Blvd, Tampa, FL 33610	813-796-7077	THI
Tampa West	Mark Almeda	1110 East 127th Avenue Tampa, FL 33612	813-563-5435	THI
Georgia				
Coastal Georgia	James (Clay) Evans	271 Benedict Road Brunswick, GA 31520	912-342-7797	THI
Coweta-Fayette County	Richard Thompson	25 N Industrial Road Palmetto, GA 30268	770-463-1911	THI

Operating City	Name of Principal	Address	Phone Number	Franchisor
Roswell #1	Jim McClure	1213 Canton Street Suite 200 Roswell, GA 30075	770-998- 7868	THI
Roswell #2	Jim McClure	1213 Canton Street Suite 200 Roswell, GA 30075	770-998- 7868	THI
Roswell #3	Jim McClure	1213 Canton Street Suite 200 Roswell, GA 30075	770-998- 7868	THI
Roswell #4	Jim McClure	1213 Canton Street Suite 200 Roswell, GA 30075	770-998- 7868	THI
Warner Robins	Josh Bloodworth	202 Stalnaker Avenue Warner Robins, GA 31088	478-329- 1118	THI
Iowa				
Des Moines	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	515-986- 1119	THI
Iowa City	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	319-569- 0208	THI
Idaho				
Boise	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	208-888- 9911	THI
Pocatello	Heath Edwards	205 S 5th W Rexburg, ID 85204	888-328- 1028	THI
Rexburg	Heath Edwards	205 S 5th W Rexburg, ID 83440	888-328- 1028	THI
Illinois				
Chicago NE	Andy Kurth	28800 N Energy Dr ,Unit 4 Lake Bluff, IL 60044	847-459- 9333	THI
Chicago SW	Andy Kurth	590 Heartland Dr Sugar Grove, IL 60554	630-208- 9333	THI
Bloomington-Peoria	Josh Fromme	P.O. Box 634 Normal, IL 61761	309-827- 9390	THI
Carbondale	Rick Ebelhar	P.O. Box 98 Owensboro, KY 42302	618-351- 8010	THI
Chicago NW	Andy Kurth	2211 Eagle Dr, Middleton, WI 53562	847-600- 4411	THI
Chicago SE	Andy Kurth	905 Lakeside Dr, Suite 5 Gurnee, IL 60031	847-725- 0472	THI
St. Louis	Matt Voss	13852 Ferguson Lane. Bridgeton, MO 63044	314-770- 0099	THI
Indiana				
Indianapolis	Josh Fromme	4671 Northwestern Dr, Zionsville, IN 46077	317-362- 0226	THI
Merrillville-Valparaiso	Andy Kurth	574 Wheeling Rd. Wheeling, IL 60090	219-682- 2955	THI
Kansas				
Wichita	Zachary Whitehurst	620 Industrial Rd Goddard, KS 67052	316-833- 2424	THI
Kentucky				
Lexington	Chase Hillenmeyer	2337 Sandersville Road Lexington, KY 40511	859-425- 4040	THI
Louisville	David Waskey	1819 Taylor Avenue, Suite B, Louisville, KY 40213	502-491- 1194	THI

Operating City	Name of Principal	Address	Phone Number	Franchisor
Owensboro	Rick Ebelhar	P.O. Box 98 Owensboro, KY 42302	270-495-3332	THI
Louisiana				
Shreveport	Dobson	4770 Southern Ave. Shreveport, LA 71106	318-828-2872	THI
Massachusetts				
Cape Cod	Keith McKeown	103 Industrial Drive - Unit D Mashpee, MA 02649	508-420-4300	THI
Boston	Andy Kurth	1615 Shawsheen Street, Unit 10	978-351-7038	THI
Spencer	Arnie	16 West Main Street Spencer, MA 01562	508-885-2303	THI
Springfield	Tom Mauer	153 Plainfield Street Springfield, MA 01104	413-736-9333	THI
Michigan				
Ann Arbor	Keith Sergott	4454 Concourse Dr Ste B Ann Arbor, MI 48108	734-973-6676	THI
Detroit	Josh Fromme	26465 Northline Rd	313-344-2901	THI
Farmington Hills	Aaron Young	29261 Wall Street Wixom, MI 48393	248-477-4880	THI
Grand Rapids	Bill Pringle	6439 Center Industrial Drive Jenison, MI 49428	616-777-1010	THI
Kalamazoo	Nate Devisser	4014 S 9th Street Kalamazoo, MI 49009	269-762-4414	THI
Lansing	David Thurston	P.O. Box 128 5234 W Holt Road Holt, MI 48842	517-318-2597	THI
Midland	Mark Kosberg	PO Box 213 Sanford, MI 48657	989-832-5051	THI
Muskegon	Kyle Lohman	5215 Industrial Park Drive Montague, MI 49437	231-894-5988	THI
Traverse City	Nate Devisser	288 Garfield Road North Traverse City, MI 49696	231-929-3293	THI
Minnesota				
Minneapolis	Steve Sartorius	12235 Nicollet Ave S Burnsville, MN 55337	651-393-7817	THI
Missouri				
Kansas City	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	816-525-7600	THI
Ozarks	Andy Kurth	1102-C S 3rd Street Ozark, MO 65721	417-865-3399	THI
St. Louis	Matt Voss	13852 Ferguson Lane Bridgeton, MO 63044	314-770-0099	THI
Mississippi				
Jackson	Grant Faulk	145 W Ford St Ridgeland, MS 39157	601-313-9229	THI
Montanna				
Billings	Tyler Hollenbeck	2170 Shackelford Ln Billings, MT 59101	406-672-0550	THI

Operating City	Name of Principal	Address	Phone Number	Franchisor
North Carolina				
East Wake/Johnston/Franklin Lake Norman	Harold Hill	4521 Preslyn Dr Raleigh, NC 27616	919-231-7745	THI
	Sam Morgan	P.O. Box 1167 Denver, NC 28037	704-822-6620	THI
Pitt County	Josh Greer	P.O Box 3857 Greenville, NC 27836	252-565-5436	THI
Raleigh	Paul Brooks	6001 Resco Ct Raleigh, NC 27617	919-781-5365	THI
Wilmington	Paul Brooks	6001 Resco Court Raleigh, NC 27617	910-763-7750	THI
Winston-Salem	Jason Bridges	PO Box 11407 Winston-Salem, NC 27116	336-760-1668	THI
New Jersey				
Bergen County	Kris MacDermott	P.O. Box 36 River Edge, NJ 07661	201-342-8228	WM NJ PA Inc.
Jersey Shore	Kris MacDermott	P.O. Box 322 35 Colby Ave. Manasquan, NJ 08736	732-412-9300	WM NJ PA Inc.
Nebraska				
Grand Island	Todd Himmelberg	141 N. Calvert Street P.O. Box 98 Lawrence, NE 68957	866-813-9333	THI
Omaha	Andy Kurth	729 N Frontier Drive Papillion, NE 68046	402-949-3337	THI
New York				
Buffalo North	Andy Kurth	3847 Oak Orchard Road Albion, NY 14411	585-589-4211	THI
Buffalo South	Joe Barone	P.O. Box 87 West Seneca, NY 14224	716-825-8044	THI
Ohio				
Cincinnati	Chase Hillenmeyer	2525 E Crescentville Road Sharonville, OH 45241	513-522-0517	THI
Cleveland	Andy Kurth	2035 Midway Drive Twinsburg, OH 44087	216-289-5446	THI
Cleveland East	Ned Cultrona	572 Trebisky Road South Euclid, OH 44143	216-691-9333	THI
Columbus North	Corbin Schlatter	7400 Industrial Pkwy Ste 2 Plain City, OH 43064	614-733-3747	THI
Columbus Southeast	Joe Dillon	3755 Columbus Lancaster Road NW Carroll, OH 43112	740-756-9333	THI
Erie-Ashtabula	Doug Canter	2312 Aetna Road Ashtabula, OH 44004	440-224-3340	THI
Toledo	Jim O'Connor	P.O. Box 461 Cuddy, PA 15031	419-392-9923	THI
Oklahoma				
Enid	Trevor Kimmell	94294 Craig Rd.	580-478-3508	THI
Oklahoma City	Andy Kurth	221 NW Commerce Ct, Suite 200 Lee's Summit, MO 64086	405-550-0002	THI

Operating City	Name of Principal	Address	Phone Number	Franchisor
Tulsa	Ken Martens	9252 E Misty Dr Claremore, OK 74019	918-376-3323	THI
Oregon				
Portland West	Issac Kearns	16800 NE McDougal Rd Dayton, OR 97114	503-334-2274	THI
Pensylvania				
Bucks County	Matt Petters	211 N Sycamore Street Newtown, PA 18940	215-968-1845	WM NJ PA Inc.
Main Line	John Sanders	981 S Bolmar Street, Unit F West Chester, PA 19382	610-692-4500	WM NJ PA Inc.
Pittsburgh	Jim O'Connor	700 Millers Run Rd. PO Box 461 Cuddy Pa 15031	412-307-3650	THI
South Carolina				
Charleston	Ken Heltemes	PO Box 62618 North Charleston, SC 29419	843-884-1006	THI
Columbia	John Hotchkin	2435 East North Street Suite 1108 PMB Greenville, SC 29615	803-626-1250	THI
Fort Mill	Sam Morgan	1051 Albright Rd. Suites 113-115 Rock Hill, SC 29730	803-327-9333	THI
Greenville	John Hotchkin	2435 East North Street Suite 1108 PMB Greenville, SC 29615	864-292-0700	THI
Myrtle Beach	David Waskey	14215 Enterprise Avenue Suite 7 Myrtle Beach, SC 29577	843-445-1691	THI
Tennessee				
Chattanooga	Pete Rossi	6960 Outdoor Lane Hixson, TN 37343	423-315-7226	THI
Johnson City	David Waskey	1819 Taylor Avenue, Suite B, Louisville, KY 40213	502-491-1194	THI
Knoxville	Chase Hillenmeyer	2337 Sandersville Rd Lexington, KY 40511	901-686-8080	THI
Memphis	Chase Hillenmeyer	2337 Sandersville Rd Lexington, KY 40511	901-686-8080	THI
Nashville	Chase Hillenmeyer	1931 Air Park Dr. Unit D Nashville, TN 37210	615-649-0702	THI
Texas				
Amarillo	Ben Thoennes	3522 Edgewood Dr Amarillo, TX 79109	806-334-5296	THI
Austin	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	512-297-9472	THI
Beaumont	Brandon Rittenour	5435 Manion Way Unit B Lumberton, TX 77657	409-937-1472	THI
Dallas	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	817-249-9333	THI
Flower Mound	Marty Hoover	P.O. Box 489 Argyle, TX 76226	972-865-2204	THI
Houston North	Bill Shane	13225 FM 529 Rd, Suite D Houston TX 77041	832-534-1928	THI

Operating City	Name of Principal	Address	Phone Number	Franchisor
Houston South	Tim Naughton	957 Nasa Parkway Ste 401 Houston, TX 77058	832-352-4444	THI
Lubbock	Ben Thoennes	3522 Edgewood Dr Amarillo, TX 79109	806-334-5296	THI
Tyler	Steven Riles	PO Box 1005 Whitehouse, TX 75791	903-590-0598	THI
Utah				
Ogden	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	801-784-1847	THI
Salt Lake City	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	801-400-1400	THI
Virginia				
Loudoun Fairfax	Ahmed Nasr	37224 East Richardson Lane Bay H Purcellville, VA 20132	703-777-7795	THI
Prince William	Alan Musselman	PO Box 854 Bristow, VA 20136	703-366-3777	THI
Richmond	David Waskey	225 Granite Spring Rd Richmond, VA 23225	804-977-2380	THI
Vienna	Eric Stork	3150 Spring St. Fairfax, VA 22031	703-342-2607	THI
Virginia Beach	John Hotchkin	1226 Excutive Blvd Suite 115 Chesapeake, VA 23320	757-350-1488	THI
Winchester	David Waskey	130 Windy Hill Lane Suite 4 Winchester, VA 22602	540-545-2010	THI
Washington				
Seattle	Andy Kurth	104 10th St. South Kirkland, WA 98033	425-589-7254	THI
Wisconsin				
Green Bay	Andy Kurth	2211 Eagle Dr. Middleton, WI 53562	920-931-0218	THI
Madison	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	608-268-2022	THI
Milwaukee	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	414-939-7695	THI
Racine Kenosha	Andy Kurth	574 Wheeling Road Wheeling, IL 60090	262-358-8488	THI
West Virginia				
Teays Valley	Dustin Kincaid	P.O. Box 802 Scott Depot, WV 25560	304-760-7080	THI

Weed Man Unit Franchisees Who Left the System in 2025

The following individuals sold their WEED MAN unit franchised businesses, and voluntarily left the WEED MAN system, during 2025.

WEED MAN Operating City/State	Name of Principal Owner	City and State	Telephone Number
Arkansas			
Russellville	Jeff Klingaman	Russellville, AR	479-967-672
Arkansas NW	Brad Smith	Arkansas NW, AR	734-973-6676
California			
Madera	John Nelson	Madera, CA	559-266-1661
Florida			
Fort Myers	Jim Ciamillo	Fort Myers, FL	239-565-1094
Massachusetts			
North Shore	Joe Morin	North Shore, MA	978-352-2000
New Jersey			
Wayne	Ray Zimmerman	Wayne, NJ	973-554-9009
Tennessee			
Knoxville	Brian Light	Knoxville, TN	865-966-2963

There is no other unit franchisee who has departed the WEED MAN system under any circumstances in 2025, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to buyers when you leave the franchise system.

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EXHIBIT F

STATE SPECIFIC DISCLOSURES

CALIFORNIA APPENDIX

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

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 AT LEAST 14 DAYS PRIOR TO EXECUTION OF 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.

The highest interest rate allowed by law in California for late payments is 10% annually.

Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

Under California law the following Franchise Agreement Provisions Are Void as Contrary to Public Policy:

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
- (d) Violations of any provision of this division.

The following appears at Title 10, Sec.310.114.1 of California law:

- (a) General. Each offering circular shall contain the information required by the Uniform Franchise Registration Application, as defined in Section [310.111](#)(b), and as modified by this section.
- (b) Manner of Presenting Information. Present the information in the offering circular in a clear, concise fashion that is readily understandable by a person unfamiliar with the

franchise business. Define the franchisee as "you" in Item 1 and use this description throughout the offering circular. In Item 1 use the word "we," initials or one or two words to refer to the franchisor. Use different initials or a different one or two words to refer to other persons contracting with the franchisee under the franchise agreement. Except in the 23 Item titles, use these initials or word(s) to describe these persons or entities throughout the offering circular.

(c) California Instructions for the UFOC.

(1) A preface, exhibit or appendix to the UFOC must state: "THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR".

(2) "Salesman Disclosure Form" and Item 3.A of the Body of the UFOC: In an initial application to register the offer and sale of a franchise, do not disclose a pending action involving an arrest that did not result in conviction or plea of nolo contendere.

(3) Item 3.C: In addition to the information required by Item 3.C, state whether the franchisor, any person or franchise broker in Item 2 of the UFOC is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. [78a](#) et seq., suspending or expelling such persons from membership in that association or exchange. The information required by this provision may be included in Item 3 or in a preface, exhibit or appendix, which is part of the offering circular. If the information is in a preface, exhibit or appendix, a reference to the preface, exhibit or appendix shall be prominently set forth in Item 3.

(4) Item 5: If the initial fee can vary, include a mathematical formula which enables the franchisee to calculate the specific dollar amount of the franchise fee.

(5) Item 17: Additional Paragraph(s) Required. The paragraph(s) required by this provision may be included in Item 17 or in a preface, exhibit or appendix, which is part of the offering circular. If the paragraph(s) are in a preface, exhibit or appendix, a reference to the preface, exhibit or appendix shall be prominently set forth in Item 17.

(A) In addition to the information required by Item 17, all offering circulars shall contain the following paragraph: California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

(B) If the franchise agreement contains one or more of the provisions referred to in the following paragraph(s), the appropriate paragraph(s) shall be included:

- i. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. [101](#) et seq.).
- ii. 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.

- iii. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- iv. The franchise agreement requires binding arbitration. The arbitration will occur at (indicate sites) with the costs being borne by (explanation). Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
- v. The franchise agreement requires application of the laws of (indicate jurisdiction). This provision may not be enforceable under California law.

(6) Item 19: If any earnings claim is made, and the earnings claim figure(s) does (do) not include either costs of sales or operating expenses, then, in addition to the information required by Item 19, all offering circulars shall contain the following statement prominently set forth in Item 19 or set forth in a preface, exhibit or appendix, which is part of the offering circular. If the statement is set forth in a preface, exhibit or appendix, a reference to the preface, exhibit or appendix shall be prominently set forth in Item 19: "The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information."

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

COVER PAGE

The Uniform Resource Locator ("URL") address owned by Turf Holdings, Inc. on which the company promotes its franchise offering is www.weedmanfranchise.com and the URL of our more general website is www.weedmanusa.com.

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THESE WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at "www.dfpi.ca.gov".

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

ITEM 3 LITIGATION

Neither Turf Holdings, Inc., nor any person identified in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

Renewal

The franchise agreement requires you to sign a general release of claims upon renewal or transfer of the 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 is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

Termination

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.)

“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 is inconsistent with the law, the law will control.

Covenants Not to Compete After the Term of the Franchise

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

Modification of Agreements

Section 31125 of the California Corporation Code requires Turf Holdings, Inc. to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.

Governing Law

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

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.

TURF HOLDINGS, INC.

**AMENDMENT TO THE FRANCHISE AGREEMENT AS
REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Section 31000 et seq., and the California Franchise Relations Act, Cal. Bus. & Prof. Code Section 20000 et seq., the parties to the attached Turf Holdings, Inc. WEED MAN Franchise Agreement dated _____, 20__ agree as follows:

1. Section 1.2(f) of the Agreement, under the heading "Term and Renewal of Licensed Right," shall be amended by the addition of the following provision:

This provision of the License Agreement requires Licensee to execute a general release of claims upon renewal or transfer of this Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provisions purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 200010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

2. Article 8 of the Agreement, under the heading "Termination", Section 8.3(c)a shall be supplemented by the addition of the following new paragraph, which shall be considered an integral part of the Agreement:

8.3(c)b The above provision provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. 101 et seq.).

3. Article 6, "Restrictive Covenants," Section 6.3, "Post-Term Competition," of the Agreement, shall be supplemented by the following new paragraph, which shall be considered an integral part of the Agreement:

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

4. Section 10.7, "Governing Law," shall be supplemented by the following new paragraph, which shall be considered an integral part of the Agreement:

The above provision requires the application of Delaware laws. This provision may not be enforceable under California law.

5. Article 10, "General Contract Provisions," shall be supplemented by the two following new paragraphs, which shall be considered integral parts of the Agreement:

10.20. Material Modification

The California Corporations Code, Section 31125 requires Weed Man to give you a disclosure document, approved by the Department of Financial Protection and Innovation prior to a solicitation of a proposed material modification of an existing franchise.

10.21 Statement, Questionnaire, or Acknowledgement

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.

6. The following appears at Title 10, Sec.310.114.1 of California law:

(a) General. Each offering circular shall contain the information required by the Uniform Franchise Registration Application, as defined in Section [310.111\(b\)](#), and as modified by this section.

(b) Manner of Presenting Information. Present the information in the offering circular in a clear, concise fashion that is readily understandable by a person unfamiliar with the franchise business. Define the franchisee as "you" in Item 1 and use this description throughout the offering circular. In Item 1 use the word "we," initials or one or two words to refer to the franchisor. Use different initials or a different one or two words to refer to other persons contracting with the franchisee under the franchise agreement. Except in the 23 Item titles, use these initials or word(s) to describe these persons or entities throughout the offering circular.

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(2) "Salesman Disclosure Form" and Item 3.A of the Body of the UFOC: In an initial application to register the offer and sale of a franchise, do not disclose a pending action involving an arrest that did not result in conviction or plea of nolo contendere.

(3) Item 3.C: In addition to the information required by Item 3.C, state whether the franchisor, any person or franchise broker in Item 2 of the UFOC is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. [78a](#) et seq., suspending or expelling such persons from membership in that association or exchange. The information required by this provision may be included in Item 3 or in a preface, exhibit or appendix, which is part of the offering circular. If the information is in a preface, exhibit or appendix, a reference to the preface, exhibit or appendix shall be prominently set forth in Item 3.

(4) Item 5: If the initial fee can vary, include a mathematical formula which enables the franchisee to calculate the specific dollar amount of the franchise fee.

(5) Item 17: Additional Paragraph(s) Required. The paragraph(s) required by this provision may be included in Item 17 or in a preface, exhibit or appendix, which is part of the offering circular. If the paragraph(s) are in a preface, exhibit or appendix, a reference to the preface, exhibit or appendix shall be prominently set forth in Item 17.
(A) In addition to the information required by Item 17, all offering circulars shall contain the following paragraph: California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

(B) If the franchise agreement contains one or more of the provisions referred to in the following paragraph(s), the appropriate paragraph(s) shall be included:

- i. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. [101](#) et seq.).
- ii. 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.
- iii. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- iv. The franchise agreement requires binding arbitration. The arbitration will occur at (indicate sites) with the costs being borne by (explanation). Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

v. The franchise agreement requires application of the laws of Delaware. This provision may not be enforceable under California law.

(6) Item 19: If any earnings claim is made, and the earnings claim figure(s) does (do) not include either costs of sales or operating expenses, then, in addition to the information required by Item 19, all offering circulars shall contain the following statement prominently set forth in Item 19 or set forth in a preface, exhibit or appendix, which is

part of the offering circular. If the statement is set forth in a preface, exhibit or appendix, a reference to the preface, exhibit or appendix shall be prominently set forth in Item 19:

"The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information."

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

FRANCHISEE

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

If the franchisor is a corporation, this Agreement must be signed by each person owning shares of any class of stock of the franchisor.

ACCEPTANCE

Accepted on this ____ day of _____, 20__.

(Acceptance by the Franchisor can be made only by a corporate officer at the Franchisor's corporate offices).

TURF HOLDINGS, INC.

By: _____

Title: _____

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

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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.

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**AMENDMENT TO THE TURF HOLDINGS INC.
FRANCHISE AGREEMENT REQUIRED BY
THE STATE OF ILLINOIS**

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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.

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[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

FRANCHISEE

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

If the Franchisee is a corporation, this Agreement must be signed by each person owning shares of any class of stock of the Franchisee.

ACCEPTANCE

Accepted on this ____ day of _____, 20__.

(Acceptance by the Franchisor can be made only by a corporate officer at the Franchisor's corporate offices).

TURF HOLDINGS INC.

By: _____

Title: _____

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TURF HOLDINGS INC.

FRANCHISE DISCLOSURE DOCUMENT INDIANA APPENDIX

In accordance with the requirements of the state of Indiana the following disclosure should be read in conjunction with the franchise disclosure document. 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 Indiana Disclosure.

ITEM 3 LITIGATION

The Franchisor is not involved in any pending arbitration and has not, during the ten-year period immediately preceding the date of this franchise disclosure document, been a party to any arbitration proceeding.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

Renewal of the Franchise

The Franchisor has the right to require the Franchisee and its owner(s) to execute a general release of all claims against the Franchisor as a condition of the assignment, excluding only such claims as the Franchisee may have under Indiana Code, Title 23, Article 2, Chapter 2.7 (Indiana Deceptive Franchise Practices Law).

Termination by the Franchisor

The Franchisor will comply with the requirements of Indiana Code 23-2-2.7-1(7), which prohibits the Franchisor from terminating the Franchise Agreement without good cause (including a material violation of the Franchise Agreement) or in bad faith.

Assignment by the Franchisee

The Franchisor has the right to require the Franchisee and its owner(s) to execute a general release of all claims against the Franchisor as a condition of the assignment, excluding only such claims as the Franchisee may have under Indiana Code, Title 23, Article 2, Chapter 2.7 (Indiana Deceptive Franchise Practices Law)

Covenants Not to Compete After the Term of the Franchise

In accordance with Indiana Code, Title 23, Article 2, Chapter 2.7 (Indiana Deceptive franchise Practices Law), the non-compete area is limited to the sale or offering

for sale, within the Territory, services similar to those offered by WEED MAN system Businesses.

Choice of Forum/Choice of Law

The Franchise Agreement states that it is governed by and construed and enforced in accordance with the laws of the State of Delaware. This provision shall not apply with respect to any cause of action which otherwise is enforceable in the state of Indiana pursuant to the Indiana Franchise Law and the Indiana Deceptive Franchise Practices Act.

The Franchisor may institute any action against the Franchisee arising out of or relating to the Franchise Agreement in any court in the state of Delaware, except with respect to any cause of action which otherwise is enforceable in Indiana. In such cases, the Franchisee will have access to the Indiana courts and Indiana law. The Franchisee need not waive any objection to venue and jurisdiction of courts outside the jurisdiction of Indiana.

**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.

3. 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.

4. 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.

5. 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 _____

TURF HOLDINGS INC.
FRANCHISE DISCLOSURE DOCUMENT
MINNESOTA DISCLOSURE

In accordance with the requirements of the state of Minnesota the following disclosure should be read in conjunction with the Franchise Disclosure Document. 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 or the Franchise Agreement will be resolved in favor of this Minnesota Disclosure and Minnesota law.

Litigation. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Termination Rights. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Trademarks. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

General Release of Claims. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

Injunctive Relief. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Limitations of Claims. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

TURF HOLDINGS INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

In accordance with the North Dakota General Business Law, the following Addendum should be read in conjunction with the franchise disclosure document and the Franchise Agreement. This disclosure supplements the information contained in the corresponding sections of the disclosure document. Any inconsistency with the information contained in the disclosure document will be resolved in favor of this North Dakota disclosure.

ITEM 17

17 c - Renewal or Termination of the Franchise

To the extent the provisions of the Franchise Agreement regarding renewal or termination are inconsistent with the requirements of North Dakota statutes, Section 51-19-09 of the North Dakota Franchise Investment Law, which among other things prohibits the execution of a general release upon renewal or termination of a franchise agreement, the Franchise Agreement renewal and termination provisions described in the disclosure document will be superseded by the Law's requirements.

17 r – Restrictions on Competition

Covenants not to compete such as those summarized in FDD Item 17.r. are generally considered unenforceable in the State of North Dakota.

17 v – Jurisdiction of the Courts

To the extent the provisions of the Franchise Agreement regarding consent of franchisee to the jurisdiction of the courts of Wisconsin are inconsistent with the intent of North Dakota statutes, Section 51-19-09 of the North Dakota Franchise Investment Law, as determined by The Securities Commissioner, the Franchise Agreement jurisdiction provisions described in the disclosure document shall be deleted in their entirety and shall have no force or effect.

17 w – Choice of Law

To the extent the provisions of the Franchise Agreement regarding choice of law are inconsistent with the intent of North Dakota statutes, Section 51-19-09 of the North Dakota Franchise Investment Law, as determined by The Securities Commissioner, the Franchise Agreement choice of law described in the disclosure document shall be deleted in its entirety and shall have no force or effect.

**AMENDMENT TO THE TURF HOLDINGS INC.
FRANCHISE AGREEMENT REQUIRED BY
THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Turf Holdings Inc. WEED MAN Franchise Agreement (the "Agreement") agree as follows:

1. Section 1.2 (f) of the Agreement, which states: "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 form and terms prescribed by the Licensor", shall be deleted in its entirety and shall have no force or effect.

2. Section 6.3 of the Agreement ("Post-Term Competition") shall be amended with the following additional provision:

Covenants not to compete such as are set forth in this Section 6.3 are generally considered unenforceable in the State of North Dakota.

3. Section 10.7 of the Agreement, "Governing Law," shall be deleted in its entirety and shall have no force or effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

LICENSOR: TURF HOLDINGS INC.

By: _____
President

Attest: _____
Secretary

LICENSEE NAME: _____

By: _____
President

Attest: _____
Secretary

Guarantors:

Witness: _____

Witness: _____

TURF HOLDINGS INC.
FRANCHISE DISCLOSURE DOCUMENT PROSPECTUS
NEW YORK DISCLOSURE

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND 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 added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to its 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, 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 “Summary” sections of Item 17(c), titled “**Requirements for franchisee to renew or extend,**” and Item 17(m), titled “**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 grounds available by law.

5. The following is added to the Summary sections of Item 17(v), titled “**Choice of forum,**” and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--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 Rev. April 2, 2024 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 earliest 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.

WEED MAN – Turf Holdings Inc.
FRANCHISE DISCLOSURE DOCUMENT
RHODE ISLAND APPENDIX

In accordance with the requirements of the state of Rhode Island Franchise Investment Act §19-28.1 et seq., the following disclosure should be read in conjunction with the franchise disclosure document. 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 Rhode Island Disclosure.

Item 17 (u) shall be amended to read: §19-28.1-21 (a) A person who violates any provision of this act is liable to the franchisee for damages, costs, and attorneys and experts' fees. In the case of a violation of §§29-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchise may also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation. (b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.

Item 17 (v)(w) shall be amended to read: §19-28.1-14 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.

**TURF HOLDINGS INC.
FRANCHISE DISCLOSURE DOCUMENT
SOUTH DAKOTA DISCLOSURE**

The following South Dakota Disclosure is provided in compliance with the requirements of the South Dakota Codified Law, Chapter 37-5B. This disclosure supplements the information contained in the corresponding sections of the disclosure document. Any inconsistency with the information contained in the disclosure document will be resolved in favor of this South Dakota Disclosure.

ITEM 17

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

Jurisdiction and Choice of Law

Provisions in the Franchise Agreement that allow jurisdiction of courts outside of South Dakota or make a choice of applicable law other than that of South Dakota are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.

**AMENDMENT TO THE TURF HOLDINGS INC. (WEED MAN)
FRANCHISE AGREEMENT REQUIRED BY
THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Codified Law, Chapter 37-5B, the parties to the attached TURF HOLDINGS INC. (WEED MAN) Franchise Agreement (the “Agreement”) agree as follows:

1. Section 10.7, “Governing Law” of the Agreement shall be supplemented by the addition of the following provision:

The foregoing provisions regarding jurisdiction and venue are void with respect to any cause of action that is otherwise enforceable in South Dakota.

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

LICENSOR: TURF HOLDINGS INC.

By: _____
President

Attest: _____
Secretary

LICENSEE NAME: _____

By: _____
President

Attest: _____
Secretary

Guarantors:

Witness: _____

Witness: _____

Witness: _____

TURF HOLDINGS INC.
FRANCHISE DISCLOSURE DOCUMENT
VIRGINIA DISCLOSURE

The following provisions will apply to franchisees located in Virginia.

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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

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

The following Wisconsin Disclosure is provided in compliance with the requirements of the Wisconsin Fair Dealership 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 Wisconsin Disclosure.

**ITEM 17
RENEWAL, TERMINATION, TRANSFER AND
DISPUTE RESOLUTION**

Chapter 135, the Wisconsin Fair Dealership law supersedes any provisions of the applicant's franchise contract or agreement inconsistent with that law.

**AMENDMENT TO TURF HOLDINGS INC.
FRANCHISE AGREEMENT REQUIRED BY
THE STATE WISCONSIN**

In recognition of the requirements of Wisconsin Law, the parties to the attached Turf Holdings Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 11, "Termination," Paragraph 11.1 "Event of Default," of the Agreement shall be supplemented by the following new sentence, which shall be considered an integral part of the Agreement.

11.1 Chapter 135, the Wisconsin Fair Dealership law supersedes any provisions of the applicant's franchise contract or agreement inconsistent with that law.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

FRANCHISEE

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

If the Franchisee is a corporation, this Agreement must be signed by each person owning shares of any class of stock of the Franchisee.

ACCEPTANCE

Accepted on this ____ day of _____, 20__.

(Acceptance by the Franchisor can be made only by a corporate officer at the Franchisor's corporate offices).

TURF HOLDINGS INC.

By: _____

Title: _____

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	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
Rhode Island	
Virginia	
Washington	
Wisconsin	

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.

Weed Man®

EXHIBIT G

RECEIPTS

RECEIPT
(Our Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreement carefully.

If Turf Holdings, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first person meeting or 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.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The Franchisor is Turf Holdings, Inc., 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA; telephone (905) 579-4000.

The name, principal business address and telephone number of each franchise seller offering the franchise: Jennifer Lemcke, Turf Holdings, Inc., 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA; telephone (905) 579-4000 Ext. 115; and

Issuance Date: March 31, 2026

I have received a disclosure document dated March 31, 2026 that includes the following Exhibits:

- | | |
|--|---|
| A. State Authorities/Agents for Service of Process | E. Tables of Contents - Manuals |
| B. Financial Statements | F. State Specific Disclosure, if applicable |
| C. Contracts | G. Receipts |
| D. List of Active Franchisees and Departed Franchisees | |

Date

Signature

Printed Name

Date

Signature

Printed Name

Please sign this copy of the receipt, date your signature, and return it to Jennifer Lemcke, Turf Holdings, Inc., 9 Cobbledick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA; telephone (905) 579-4000 Ext: 115

RECEIPT
(Your Copy)

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Date

Signature

Printed Name

Date

Signature

Printed Name

KEEP THIS COPY FOR YOUR RECORDS.