

FRANCHISE DISCLOSURE DOCUMENT

2026⁵

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

Weed Man[®]

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 Cobble Dick 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 17, 2025, amended September 1, 2025~~ March 31, 2026

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 Cobble Dick 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~~5~~ there ~~were-was 12~~ sub-franchises 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 Cobble Dick 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, 2024~~2025~~, TH Canada had ~~62-73~~ 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, the Weed Man system introduced a new approach to calculating the royalties paid by franchisees to the franchisor. The new royalty approach, described in full detail in this 2025 FDD, is based on a monthly percentage of gross sales rather than the former approach of set fees based on the number of service vehicles in use.~~

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

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

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

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

~~Robotic Smart Solutions Inc. was a subsidiary. We are~~ under common ownership with ~~another subsidiary of~~ our parent corporation #1051080 Ontario Inc., ~~and operated~~ under the name Robotic Smart Solutions Inc. ~~until that company'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 Cobble Dick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA. As of the date of this franchise disclosure document ~~Robotic Smart Solutions Inc. has 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.

~~If an existing franchisee in the WEED MAN system or a person outside of our System refers to us a person who subsequently purchases a franchise we may offer a modest courtesy compensation, in accordance with our current system-wide policies, as a way of showing our appreciation. The referral will qualify for our referral program if we receive a written confirmation before a franchise is granted from the referring party that he or she referred a particular applicant. The current amount of the referral compensation is \$2,000. If the referring person is a franchise owner in the WEED MAN system the compensation will include, in addition, a paid entrance to the Annual Conference and reimbursement for a single hotel stay and single airfare to and from the Annual Conference.~~

ITEM 6 OTHER FEES

Type of Fee¹	Amount	Due Date	Remarks
Royalty Fee ¹	7.0% of For annual cumulative Net Sales of up to \$1 million the monthly Royalty Fee is 6.5% of Net Sales. For annual cumulative Net Sales in excess of \$1 million the Royalty Fee is 5.5% of 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 \$7,389.187,192.46 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 ⁵ . 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 ²⁻¹	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.
<u>Technical Services Participation Fee²</u>	<u>Each month you will pay a Technical Services Participation Fee of between 0.25% and 1.25% of Net Sales.</u>	<u>The Technical Services Participation Fee are payable at the same time and same ACH payment terms as the monthly Royalty Fee ¹</u>	<u>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.</u>

Type of Fee ¹	Amount	Due Date	Remarks
Audit	\$100 to \$1,000, <u>plus expenses</u>	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	
Refresher Training	Will vary under the circumstances.	Before attending training	Weed Man will provide ongoing training through webinars, teleconferences, memos, Manual updates, face-to-face meetings and annual conventions. You will be encouraged to attend all training, but not required to attend more than 2 of these courses per calendar year.
Convention	\$450 to \$550, <u>plus expenses</u>	While attending the Convention	You must pay the seminar fee, plus all travel and living expenses.

Type of Fee ¹	Amount	Due Date	Remarks
Indemnification	Will vary. <u>The actual amount will be the total of losses, costs, fees and expenses sustained by Us.</u>	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.
Interest ²³	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	<u>\$0 to \$200 per day Reasonable fee, determined at the time you request services</u> , 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 ~~7.06-5%~~ on any calendar year Net Sales ~~less than \$1,000,000 and equal to 5.5% on any calendar year Net Sales in excess of \$1,000,000~~. 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 Fees are 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.

~~2.~~ 3. If you fail to make timely and consistent payments of your Royalty Fee, ~~or~~ your Advertising Fund Contribution, or your Technical Services Participation Fees, 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.

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 ~~this any~~ property based on its location, it is impossible to estimate what expenditures ~~you might be necessary incur, at your sole option, if you chose~~ to acquire real estate. ~~For you planning purposes only, the typical It is expected that the~~ office and warehouse ~~among our current franchise owners will require~~ is between 1,350 and 1,500 total square feet and ~~be~~-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

**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 Expenses Program Fee	\$4,600 ²	As Agreed	Fully payable before attending training.	Us or Outside Suppliers
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	As Agreed Month ly	Outside Suppliers
Computer Hardware and Software	\$6,250 ⁶	As Agreed	As Incurred	Us or Outside Suppliers, as we may direct
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			

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 ~~\$4,635~~\$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 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 x 0.65%) payable in 12 monthly payments of \$541.67 per month. If the level of sales comes in at \$150,000 the calculation comes to \$975, which is below the \$1,200/year minimum. In that case the cost of support will be \$1,200 payable in 12 monthly payments of \$100 per month.

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

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

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

7. These expenses include utility deposits, business licenses, security deposits (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. —We relied on our years of experience in this business to compile these estimates. We offer financing for part of the initial investment, as described in Item 10. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. The estimate does not include any finance charge, interest or debt service obligation.~~

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

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

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

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

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

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

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~~4~~, TSUI's revenues from the sale of required products to WEED MAN franchisees were \$~~1,177,087.39~~897,190.91 or ~~99~~998% of its total revenues of \$~~1,200,886.12~~907,291.71. In the year ending December 31, 2025~~4~~, THI's revenues from the sale of required products to its franchisees were \$~~1,267,251.24~~235,893.90 or about ~~3-27.31~~3-27.31% of its total revenues of \$~~17,337,438.39~~7,432,200.40.

We note above that TSUI is owned by our Sub Franchisor ~~network~~ 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.~~

~~_____ In order to meet your product supply needs, we may request that you give us a written notice and commitment as to the purchases you choose to make from us (as opposed to other approved suppliers). You must give us that notice and commitment when we request it from you.~~

~~_____ We have reserved the right to approve all your advertising in advance and to establish rules, standards and procedures regarding the content, form and manner of advertising the System and the Marks. If you wish to use advertising not provided by us, it must be submitted for approval. We will advise you of our approval or denial within 7 days of receipt of your draft advertising.~~

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

Obligation	Article in Franchise Agreement	Disclosure Document Item
(h) Trademarks and proprietary information	Articles 2.2, 5-1 - 5.4, 6.1	Items 13 and 14
(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	
<p>Notes: (1) All owners of the Franchisee must sign the franchise agreement. Individuals signing the franchise agreement are designated in the agreement as "guarantors" of the obligations of a business entity franchisee, and also indemnify THI and TH Canada for claims arising from a violation of obligations they have to THI and TH Canada, including obligations under the franchise agreement.</p>		

ITEM 10 FINANCING

~~Except as noted below in this Item 10, we do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.~~

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 , 030.19 (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. If the maximum amount of \$50,000 is financed the monthly payment will be \$1,030.19, with the repayment of principal and interest over 60 months totaling \$61,811.48. 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 \$622.75, with the repayment of principal and interest over 60 months totaling \$37,364.85. 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.

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.

~~If, during the term of your agreement, our master franchise license is terminated by TH Canada, TH Canada will assume our obligations under the franchise agreement.~~

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, ~~programs and public relations activities, including the costs of preparing and conducting television, radio, magazine, billboard, newspaper and other media programs and activities; employing advertising agencies; conducting market research and testing to determine consumer trends and the suitability of new products and services; providing advocacy on public policy issues such as legislative and regulatory policies at the federal, state and local level pertinent to the Weed Man business, and providing promotional brochures, decals and other marketing materials to all Weed Man Businesses.~~ (Articles 2.6 and 4.3, Franchise Agreement).

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 are prohibited from using the Fund to defray any of our general operating expenses, except for such reasonable salaries, administrative costs and overhead as we may incur in activities reasonably related to the administration or direction of the Fund and its advertising programs (including conducting market research, preparing advertising and promotional materials and collecting and accounting for contributions to the Fund).~~ 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 12/31/2024), 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. ~~There are no contractual obligations to maintain or upgrade or update your computer hardware, however, we recommend that you keep your equipment in good working order.~~ 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,~~635~~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 ~~other~~ 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, ~~and you are contractually required to provide updates and information and to retrieve all 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 are 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 (~~2530~~+ years), Laurie Young (~~2530~~+ years), Chris Lemcke (~~2830~~+ years), Greg Cupples (~~2017~~+ years), Erica Knapp (~~140~~+ years), Jason McCausland (~~3025~~+ years), Crystal Shane (~~105~~+ years), Bob Shane (~~3025~~+ years), and/or Jennifer Lemcke (~~2830~~+ years) from Turf Holdings Inc. Toaga Dev Works with its predecessor, Shaco Enterprises

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.

~~So long as you are not in default under the Franchise Agreement, neither Licensor, TH Canada or their respective designees will operate, or license anyone else to operate, a business providing lawn fertilizer or weed control services anywhere within the Territory. This restriction does not apply to mosquito and perimeter pest control services, and that currently, or at any time in the future, Licensor, TH Canada or their respective designees may establish and operate a pest control business under a brand other than WEED MAN which provides mosquito and perimeter pest control services within the Territory. Licensor, TH Canada or their designees have the full right to establish and operate a mosquito and perimeter pest control service under a different brand, even though it may compete directly with the mosquito and perimeter pest control services you are licensed to provide under the Franchise Agreement. Except for the restriction described above, Licensor, TH Canada and their designees have the absolute right to conduct whatever business they wish anywhere within the Territory or elsewhere in the United States.~~ This includes our reserved right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within your Territory either under the WEED MAN trademark licensed by the franchise agreement or different trademarks, although we have no plans to engage these other channels of distribution. We are not required to pay you any compensation for soliciting or accepting orders from within your Territory. We do not currently use any other channels of distribution to sell WEED MAN products and services within the territories of our franchisees. Except as noted above, neither we nor any of our affiliates currently operates or franchises, nor have any plans to operate or franchise,

businesses under a different trademark that sells goods or services similar to the lawn fertilizer or weed control services you will offer in your WEED MAN business. We have no plans to establish other franchises or company-owned lawn care business or use another channel of distribution selling or leasing lawn fertilizer or weed control services under a different trademark.

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

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

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

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

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

~~———— You may use the Marks only in the way and where we say and only for the sale and performance of products and Services we expressly authorize in writing. You may not alter or add to the form or content of the Marks in any manner, and you may not use the Marks or any portion of them as part of a corporate name or trade name. You may not file or acquire any registration (state or federal) for the Marks or for any trademark or service mark (or any variation) confusingly similar to the Marks and may not do anything that may injure the goodwill or reputation represented by the Marks. You will continue to have the right to use the trademark during any dispute between us and 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. You must cooperate with and assist TH Canada, at TH Canada's expense, in prosecuting or defending any proceedings with respect to the Marks and agree to sign specified documents and do other things, as TH Canada deems necessary to a successful prosecution or defense.~~

~~———— THI will use reasonable efforts to ensure that all franchisees comply with the standards and specifications of Weed Man franchisees as established by THI and/or TH Canada. However, we may grant exemptions to individual franchisees if we determine that economic or other conditions require an exemption. For example, when local zoning or state laws conflict with the Franchise Agreement or we must accommodate your economic circumstances by changing a policy as it applies to you.~~

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

Provision	Article in Franchise Agreement	Summary
(o) Franchisor's option to purchase franchisee's business	Article 9.4	Right to purchase for predetermined formula <u>30 days after Termination</u> .
(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

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

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

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

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 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.

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 Cobble Dick 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.

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~~2~~ to 2025~~4~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2022	232	241	9
	2023	241	255	14
	2024	117*	121	4*
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets				
	2022	232	241	9
	2023	241	255	14
	2024	117*	121	4*

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, 2025⁴, there were 153⁴ physical franchisee business locations, 121 franchise areas-agreements (single or combined franchise agreements), 278 Areas served by our franchisees, and 79559 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 2023² to 2025⁴
 (Other than the Franchisor)

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

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
	<u>2025</u>	<u>0</u>
<u>Texas</u>	<u>2023</u>	<u>2</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>0</u>
<u>Tennessee</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>1</u>
<u>Virginia</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>0</u>
<u>Washington</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
	<u>2025</u>	<u>0</u>
<u>West Virginia</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>0</u>
<u>Totals</u>	<u>2023</u>	<u>12</u>
	<u>2024</u>	<u>7</u>
	<u>2025</u>	<u>4</u>

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Arkansas</u>	<u>2022</u>	<u>1</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
<u>California</u>	<u>2022</u>	<u>2</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
<u>Michigan</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>1</u>
	<u>2024</u>	<u>1</u>
<u>Missouri</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>4</u>
	<u>2024</u>	<u>0</u>
<u>Nebraska</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>2</u>
<u>New Jersey</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>3</u>
<u>Oklahoma</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>4</u>

State	Year	Number of Transfers
	2024	0
Ohio	2022	1
	2023	0
	2024	0
South Carolina	2022	0
	2023	1
	2024	0
Texas	2022	0
	2023	2
	2024	0
Virginia	2022	2
	2023	0
	2024	0
Washington	2022	0
	2023	0
	2024	1
West Virginia	2022	1
	2023	0
	2024	0
Totals	2022	7
	2023	12
	2024	7

National Table #3

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

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
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

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
Arkansas	2023	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2024	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2025	<u>2</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
California	2023	<u>5</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
	2024	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2025	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Colorado	2023	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	2024	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2025	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Connecticut	2023	<u>5</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
	2024	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2025	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Delaware	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2025	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
District of Columbia	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2025	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Florida	2023	<u>6</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	2024	<u>5</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
	2025	<u>6</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Georgia	2023	<u>7</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
	2024	<u>6</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	2025	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
Hawaii	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2025	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Idaho	2023	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2024	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2025	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Illinois	2023	<u>18</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>18</u>
	2024	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	2025	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
Indiana	2023	<u>8</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
	2024	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2025	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Iowa	2023	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2024	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2025	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Kansas	2023	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>

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
	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
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

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
	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
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

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
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
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

State	Year	Franchise Agreements at Start of Year	Franchise Agreements Opened	Terminations	Non-Renewals	Required by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Alabama	2022	4	1	0	0	0	0	5
	2023	5	1	0	0	0	0	6
	2024	4*	0	0	0	0	0	4
Alaska	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Arizona	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

	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
		2024	0	0	0	0	0	0	0
	Arkansas	2022	2	0	0	0	0	0	2
		2023	2	0	0	0	0	0	2
		2024	2	0	0	0	0	0	2
		2022	5	0	0	0	0	0	5
	California	2023	5	1	0	0	0	0	6
		2024	3*	0	0	0	0	0	3
		2022	5	0	0	0	0	0	5
	Colorado	2023	5	0	0	0	0	0	5
		2024	3*	0	0	0	0	0	3
		2022	5	0	0	0	0	0	5
	Connecticut	2023	5	1	0	0	0	0	6
		2024	1*	0	0	0	0	0	1
		2022	0	0	0	0	0	0	0
	Delaware	2023	0	0	0	0	0	0	0
		2024	0	0	0	0	0	0	0
		2022	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
		2022	5	1	0	0	0	0	6
	Florida	2023	6	0	1	0	0	0	5
		2024	5	1	0	0	0	0	6
		2022	7	0	0	0	0	0	7
	Georgia	2023	7	1	0	0	0	0	8
		2024	6*	1	0	0	0	0	7
		2022	0	0	0	0	0	0	0
	Hawaii	2023	0	0	0	0	0	0	0
		2024	0	0	0	0	0	0	0
		2022	3	0	0	0	0	0	3
	Idaho	2023	3	0	0	0	0	0	3
		2024	3	0	0	0	0	0	3
		2022	18	0	0	0	0	0	18
	Illinois	2023	18	0	0	0	0	0	18
		2024	7*	0	0	0	0	0	7
		2022	7	1	0	0	0	0	8
	Indiana	2023	8	1	0	0	0	0	9
		2024	2*	0	0	0	0	0	2
		2022	2	0	0	0	0	0	2
	Iowa	2023	2	0	0	0	0	0	2
		2024	2	0	0	0	0	0	2

	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
	Kansas	2022	1	0	0	0	0	0	1
		2023	1	1	0	0	0	0	2
		2024	1*	0	0	0	0	0	1
	Kentucky	2022	8	0	0	0	0	0	8
		2023	8	0	0	0	0	0	8
		2024	3*	0	0	0	0	0	3
	Louisiana	2022	1	0	0	0	0	0	1
		2023	1	0	0	0	0	0	1
		2024	1	0	0	0	0	0	1
	Maine	2022	0	0	0	0	0	0	0
		2023	0	0	0	0	0	0	0
		2024	0	0	0	0	0	0	0
	Maryland	2022	6	0	0	0	0	0	6
		2023	6	0	0	0	0	0	6
		2024	0*	0	0	0	0	0	0
	Massachusetts	2022	7	0	0	0	0	0	7
		2023	7	0	0	0	0	0	7
		2024	4*	0	0	0	0	0	4
	Michigan	2022	14	0	0	0	0	0	14
		2023	14	2	0	0	0	0	16
		2024	9*	0	0	0	0	0	9
	Minnesota	2022	1	0	0	0	0	0	1
		2023	1	0	0	0	0	0	1
		2024	1	0	0	0	0	0	1
	Mississippi	2022	0	0	0	0	0	0	0
		2023	0	0	0	0	0	0	0
		2024	0	1	0	0	0	0	1
	Missouri	2022	8	0	0	0	0	0	8
		2023	8	0	0	0	0	0	8
		2024	3*	0	0	0	0	0	3
	Montana	2022	1	0	0	0	0	0	1
		2023	1	0	0	0	0	0	1
		2024	1	0	0	0	0	0	1
	Nebraska	2022	2	1	0	0	0	0	3
		2023	3	0	0	0	0	0	3
		2024	2*	0	0	0	0	0	2
	Nevada	2022	0	0	0	0	0	0	0
		2023	0	0	0	0	0	0	0
		2024	0	0	0	0	0	0	0
		2022	0	0	0	0	0	0	0

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
New Hampshire	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
New Jersey	2022	6	1	1	0	0	0	6
	2023	6	2	0	0	0	0	8
	2024	3	0	0	0	0	0	3
New Mexico	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
New York	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	2*	0	0	0	0	0	2
North Carolina	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
	2024	6*	0	0	0	0	0	6
North Dakota	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Ohio	2022	19	1	0	0	0	0	20
	2023	20	1	0	0	0	0	21
	2024	7*	0	0	0	0	0	7
Oklahoma	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	2*	0	0	0	0	0	2
Oregon	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Pennsylvania	2022	15	0	0	0	0	0	15
	2023	15	1	0	0	0	1	15
	2024	3	0	0	0	0	0	3
Rhode Island	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
South Carolina	2022	5	0	0	0	0	0	5
	2023	5	1	0	0	0	0	6
	2024	4*	1	0	0	0	0	5
South Dakota	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Tennessee	2022	7	1	0	0	0	0	8
	2023	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
	2024	4*	0	0	0	0	0	4
Texas	2022	16	1	0	0	0	0	17
	2023	17	3	0	1	0	0	19
	2024	8	0	0	0	0	0	8
Utah	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	2*	0	0	0	0	0	2
Vermont	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Virginia	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
	2024	6*	0	0	0	0	0	6
Washington	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
West Virginia	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	1*	0	0	0	0	0	1
Wisconsin	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
	2024	4*	0	0	0	0	0	4
Wyoming	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2022	232	10	1	0	0	0	241
	2023	241	17	1	1	0	1	255
	2024	117*	4	0	0	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, 2025⁴ there were 153⁴ franchisee entities, 121 franchise agreements (single or combined franchise agreements), 278 Areas served (also known in the Weed an

system as “Areas”), and 759 Unit Territories in the US WEED MAN System. The tables in this Item 20 refer to franchise agreements (“Areas”). See the Supplemental Table shown below in this Item 20.

National Table #4

Status of Company-Owned Outlets
For Years 202~~32~~ to 202~~54~~

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	202 32	0	0	0	0	0	0
	202 43	0	0	0	0	0	0
	202 54	0	0	0	0	0	0
Totals	202 32	0	0	0	0	0	0
	202 43	0	0	0	0	0	0
	202 54	0	0	0	0	0	0

National Table #5

Projected Openings as of December 31, 202~~54~~

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

State	Franchise Agreements Signed but Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2025)	Projected New Company-Owned Outlets in the Next Fiscal Year (2025)
Georgia	0	+	0
Massachusetts	0	+	0

Michigan	0	1	0
New York	0	1	0
North Carolina	0	2	0
Oregon	0	1	0
Tennessee	0	1	0
Texas	0	1	0
— Totals	0	9	0

In 2023, the Weed Man system introduced a new approach to calculating the royalties paid by franchisees to the franchisor. The new royalty approach, described in full detail in this 2025 FDD, is based on a monthly percentage of gross sales rather than the former approach of set fees based on the number of service vehicles in use.

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

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, 20254.

Supplemental Table

Supplemental Table
System-Wide Outlet Summary
as of December 31, 20243 and December 31, 20254

	As of December 31, 20243	As of December 31, 20254
Franchisee Locations	138154	1534
Franchise Agreements	121255	121
Franchise Areas	27455	2784
Territories	759695	79559
Company owned Outlets	0	0

Exhibit D lists the names of all of our operating franchisees and the addresses and telephone numbers of their businesses as of December 31, 20254. Exhibit D lists the franchisees who have signed Franchise Agreements for units that were not yet operational as of December 31, 20254. 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.

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, ~~2024~~2025, December 31, ~~2023~~2024, and December 31, ~~2022~~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

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

3.17 Financial Statements

Licensee must submit unaudited financial statements to Licensor 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 Licensor an initial license fee of \$_____. Credit against this fee will be given for any deposit previously paid to Licensor and still retained by Licensor. This initial license fee is deemed to be fully-earned by Licensor upon payment by Licensee.

4.2 Continuing Monthly Royalty Fee

A. Royalty Fee. During the term of this Agreement, Licensee agrees to pay the Licensor a royalty fee based on Net Sales in the Licensed Business (the "Royalty Fee"). The Royalty Fee will be equal to ~~sevensix and one-half~~ percent (~~7.06-5%~~) on any calendar year Net Sales ~~less than \$1,000,000 and equal to five and one-half percent (5.5%) on any calendar year Net Sales in excess of \$1,000,000~~. 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 ~~is~~ 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.

4.87 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

consideration specified in the Offer, and may if it chooses may pay the purchase price in full at closing. If Licensor 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 Licensor 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 Licensor reasonably believes may reflect unfavorably on or be otherwise detrimental to the goodwill associated with the Marks.
- (b) Licensee does not pay Licensor 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 Licensor 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 default c~~ clauses set forth in Section 8.1. of this Agreement for any relevant period, Licensor may, at its sole option, place Licensee on "probationary status." ~~The Licensee shall be placed on probationary status promptly upon Licensee's failure to comply with or meet any of the Default Conditions, and it shall not be necessary for Franchisor to give Licensee notice (written or otherwise) of the fact that the Licensee is on probationary status. If Licensor places Licensee on probationary status, Licensee shall 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 Licensor may require during the probationary period at Licensor's sole option. During the probationary period, Licensor 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. ~~minimum performance benchmarks set forth in this Agreement.~~

~~Licensee shall be entitled to only one (1) six (6) month probationary period. Franchisor shall not have any right to terminate this Agreement solely for failure to meet the minimum performance benchmarks unless and until the six (6) month probationary period expires and Licensee continues to fail to comply with the minimum performance benchmarks.~~ Additional or successive probationary periods shall be provided to Licensee at the sole discretion of Franchisor.

~~During this Probationary Period, Franchisor has the right to remove Licensee privileges that can include withholding website services, cash only with vendors, withholding computer software support, obligating Licensee to additional training classes, creating financial liens, re-structuring of debt, creating debt repayment plans.~~

8.3 Termination

Notwithstanding Section 8.2, Licensor may terminate this Agreement and the Licensed Right and all other rights of Licensee and Guarantors under this Agreement, effective when Licensor sends 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 Licensor, or did not state a material fact with the result that another statement of material fact which they did make to Licensor was misleading; or
- b) Licensee does not cure a default as provided in Section 8.1; or
- c) Licensor terminates another Weed Man license agreement with Licensee or with any of Guarantors ~~for cause~~; 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 Licensor, whether the notices relate to the same or to different defaults and whether or not the defaults are cured.