

FRANCHISE DISCLOSURE DOCUMENT



AUGUSTA
LAWN CARE SERVICES

Augusta Franchise LLC
8115 Birch Bay Square, Suite 133
Blaine, Washington 98230
franchise@augustalawncareservices.com
www.augustalawncareservices.com

The franchise offered in this Franchise Disclosure Document is for the operation of an Augusta Lawn Care Business.

The total investment necessary to begin operation of an Augusta Lawn Care Business (hereinafter, the “Augusta Business” or “Business”) is \$12,999 to \$82,500. This includes an initial franchise fee of between \$6,999 and \$25,000 that must be paid to franchisor or its affiliate(s).

This disclosure document summarized 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 this 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 Mike Andes at 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230, franchise@augustalawncareservices.com and 360-386-5635.

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 contracts carefully. Show your contracts and this Franchise 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: April 24, 2023

How To Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks To Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by mediation, arbitration and litigation only in Washington. Out-of-state mediation, arbitration and litigation may force you to accept a less favorable settlement for disputes it may also cost you more to arbitrate and litigate with us in Washington than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

**THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY THE
MICHIGAN FRANCHISE INVESTMENT LAW ONLY**

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

A prohibition on the right of a franchisee to join an association of franchisees;

A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel, which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee from, after entering into a franchise agreement, from settling any and all claims;

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

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

commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise;

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

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

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

The failure of the proposed franchisee to meet the franchisor's then current reasonable qualifications or standards;

The fact that the proposed transferee is a competitor of the franchisor or subfranchisor;

The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate,

improvements, equipment, inventory, training, or other Items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise Section
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
Telephone Number: 517-335-7567

Note: Despite section (f) above, we intend, and we and you agree to fully and enforce, the arbitration provisions of the Franchise Agreement. We believe that section (f) is unconstitutional and cannot preclude us from enforcing these arbitration provisions.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “Augusta Lawn Care,” “we,” “us,” and “our” means Augusta Franchise LLC, doing business as Augusta Lawn Care, the franchisor. “You,” “your,” and “Franchisee” means the person who buys the franchise from Augusta Lawn Care and its owners, if the Franchisee is a business entity.

Franchisor, Predecessor, Parent, and Affiliates

Augusta Franchise LLC is a Washington limited liability company formed on June 6, 2019. Our principal business address is 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230. We operate under our corporate name, “Augusta Lawn Care.” We do not conduct business under any other name. We offer and support franchises for the Augusta Lawn Care Business, and have done so since June 2019. We have not offered and do not offer franchises in any other line of business and do not own or operate any Augusta Lawn Care Businesses.

We have an affiliated company, Augusta Lawn Care Corporation (the “Affiliated Entity”). The Affiliated Entity’s principal business address is 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230. The Affiliated Entity has been operating one (1) Business under the Marks (as defined herein) since 2014, and may operate additional Businesses (as defined herein) in the future. The Affiliated Entity owns one (1) business, which is substantially similar to the franchise offered in this disclosure document. The Affiliated Entity does not and has not offered franchises in this or in any other lines of business previously. We are party to an intellectual property license agreement with the Affiliated Entity. Beyond the Affiliated Entity, we have an affiliated company, Augusta Lawn Care IP, LLC (“Augusta IP”), which was formed on July 26, 2019. Augusta IP’s principal business address is 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230.

We do not have any predecessors or parents.

Agents for Service of Process

Our agent for service of process for the State of Washington is Mike Andes, 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230. Our agents for service of process for other states are identified in Exhibit E of this Franchise Disclosure Document. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above where we have appointed an agent for service of process. There may also be additional agents appointed in some states listed.

Augusta Lawn Care Franchises

We offer franchises for Augusta Lawn Care Businesses (collectively, the “Franchise”) using our trade names, trademarks, service marks, associated logos and symbols (“Marks”), business

system, procedures and trade secrets (collectively, the “System”). You will conduct a business providing landscaping and lawn maintenance services of exterior residential and commercial properties, including lawn mowing, leaf and debris cleanup, artificial turf and sod installation and repair, lawn care treatments and fertilizations, grading and excavation, tree trimming and pruning, snow plowing and salting, gutter cleaning, pressure washing, and general “handyman services.” You will analyze lawn problems and care requirements, formulate and apply lawn chemicals and seed, market and promote the Business, and operate and maintain necessary equipment. You may offer optional services, such as liming, fungus control, grub treatments, and tree and shrub feeding. (the “Business”) (the “Approved Products and Services”). You must sign one of our standard franchise agreements, which is attached to this Franchise Disclosure Document as Exhibit A (a “Franchise Agreement”). You may operate one (1) Augusta Lawn Care Business, for each Franchise Agreement you sign.

If you are interested in becoming Augusta Lawn Care franchisee, you may be asked to complete a confidential application and questionnaire when applying for consideration. This may include your authorization for us to do, at our discretion, various background checks on you, including making criminal and financial inquiries. This information will remain confidential.

Market Competition

The market for the goods and services offered by an Augusta Lawn Care Business is well-established and very competitive. You will be offering products and services for sale to the general public and businesses. Our services are seasonal in nature. Your competitors will include any business that provides services for the establishment, care, and conditioning of lawns or other vegetation, including, but not limited to, trees, shrubbery and other plant life, or any related or ancillary services. Your competitors may also include other Augusta Lawn Care franchises (subject to the territorial protection and restriction set forth in Item 12).

Industry Regulations

Your Augusta Lawn Care Business will be subject to various federal, state, and local laws, and regulations including occupational safety and health codes, as well as licensing and regulatory requirements for pesticide applicators, including the Federal Insecticide, Fungicide and Rodenticide Act. Your Augusta Lawn Care Business must comply with all Federal, state and local regulations regarding disposal of waste products and unused chemicals. Some localities may require Your Augusta Lawn Care Business to be bonded. The details of these state and local laws and regulations vary from place to place. You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing minimum wages, overtime and working conditions. You will also be subject to other laws or regulations that are not specific to the industry, but which apply to businesses generally.

Your Augusta Lawn Care Business must comply with all state and local laws and regulations. We do not assume any responsibility for advising you on regulatory or legal matters. You should consult with your attorney about laws and regulations that may affect your Augusta Lawn Care Business.

ITEM 2
BUSINESS EXPERIENCE

Mike Andes – Managing Member

Mr. Andes has served as our Managing Member since our formation in June 2019. In addition, Mr. Andes is the founder and owner of Augusta Lawn Care Corporation, our Affiliated Entity in Blaine, Washington, and has been since March 2014. He is also the founder and owner of Mike Andes Enterprises LLC, in Blaine, Washington, since June 2017.

Lee Park – Franchise Consultant

Mr. Park has been our Franchise Consultant since October 2021. Previously, Mr. Park served as the Office Manager of our Affiliate, Augusta Lawn Care of Whatcom, in Bellingham, Washington, from October 2017 to September 2021. Prior to joining us, Mr. Park served as a Park Ranger at Birch Bay Thousand Trails Campground, in Blaine, Washington, from May 2015 to September 2017. Mr. Park also served as an Intramural Referee/Gym Staff at Moody Bible Institute Gymnasium, in Chicago, Illinois, from January 2016 to May 2017.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy proceeding is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fees

Augusta Lawn Care Business Initial Franchise Fee

If You are purchasing an Augusta Lawn Care Business, You must pay us an initial franchise fee (the “Initial Franchise Fee”) of between \$6,999 and \$25,000, depending on the size of your franchise territory, when you sign the Franchise Agreement. The Initial franchise Fee is uniform. The Initial Franchise Fee is deemed fully earned by us once paid and is non-refundable.

ITEM 6
OTHER FEES

Type of Fee⁽¹⁾	Amount	Due Date	Remarks
Continuing Service Royalty ⁽²⁾	\$600 for year 1, \$1,200 beginning year 2	Monthly via direct deposit by the 15th of the month.	
National Franchise Conference Fee	\$500	Annually.	Payable to us, regardless of whether you attend the National Franchise Conference.
Additional Training or Assistance	Currently, we charge \$250 per day plus expenses for training at our location, and \$250 per day plus expenses for training at your Store	When training or assistance begins.	We may charge you for training newly-hired personnel; for refresher training courses; for the annual conference; and for additional or special assistance or training you need or request. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging and meal expenses.
Command Center Fee ⁽²⁾	Currently, we charge \$50 per month for the telephone line, plus between \$.70 and \$1.09 per minute, depending on the service type. Subject to increase.	Monthly via direct deposit by the 1st of the month.	We may charge you both monthly and usage fees for the services of our Command Center.
Transfer Fee	\$15,000	Before transfer completed.	No charge if Franchise Agreement transferred to an entity you control.
Audit	Cost of inspection	15 days after billing.	Due if you do not give us reports, supporting records or other required information, or if you understate required Continuing Support and Royalty payments or Fund contributions by more than 2%.
Interest	Lesser of 1.5% per month or highest commercial contract interest rate law allows	15 days after billing.	Due on all overdue amounts.

Maintenance and Refurbishing of Business	You must reimburse our expenses	15 days after billing.	If, after we notify you, you do not undertake efforts to correct deficiencies in Business appearance, then we can undertake the repairs and you must reimburse us.
CRM – Zuper	\$199	Monthly.	Payable to Zuper, a third-party SAS CRM provider.
Insurance	You must reimburse our costs	15 days after billing.	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us.
Insufficient Funds	\$50	As incurred.	Due if you have insufficient funds in your EDTA to cover a payment, or if you pay by check, a check is returned for insufficient funds.
Cost of Enforcement	All costs including reasonable attorneys' fees	Upon demand.	You must reimburse us for all costs in enforcing obligations if we prevail, under the Franchise Agreement.
Indemnification	Will vary	As incurred.	You must reimburse us if we are held liable for claims from your Business' operation.

Notes:

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We can require an alternative payment method and frequency for any fees or amounts owed to us under the Franchise Agreement.
2. As used in the Franchise Agreement, “Gross Revenues” means the total selling price of all services and products sold at or from your Augusta Lawn Care Business (not adjusted for credit card fees), including the full value of any gift certificate redeemed at your Augusta Lawn Care or coupon sold for use at your Augusta Lawn Care (fees retained by or paid to third-party sellers of such gift certificates or coupons are not excluded from calculation), and all income and revenue of every other kind and nature related to the Augusta Lawn Care operation, whether for cash or credit, but excluding taxes collected from customers and paid to taxing authority, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

3. We maintain a Command Center (i.e., a call center), where we take all calls from the general public and send out those prospective customers' estimates. The monthly cost is currently \$50 (subject to change), and the total costs incurred are based upon how much you use the Command Center's services.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Expenditure	Estimated Range		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee ⁽¹⁾⁽²⁾	\$6,999	\$25,000	As arranged	When signing Franchise Agreement	Augusta Lawn Care
Pre-Opening Travel Expenses and Living Expenses While Training ⁽³⁾	\$0	\$1,500	As arranged	As incurred	Third-Parties
Furniture, Fixtures, and Décor ⁽⁴⁾	\$0	\$3,000	As arranged	As incurred	Third-parties
Vehicle Expense ⁽⁵⁾	\$0	\$10,000	As arranged	As incurred	Third-Parties
Opening Inventory and Supplies ⁽⁶⁾	\$1,000	\$5,000	As arranged	As incurred	Third-Parties
Business Permits and Licenses ⁽⁷⁾	\$300	\$500	As arranged	As incurred, before opening	Licensing Authorities
Grand Opening Advertising ⁽⁸⁾	\$0	\$20,000	As arranged	As incurred	Third-Parties
Computer, Software, and Point-of-Sale System ⁽⁹⁾	\$0	\$1,000	As arranged	As incurred	Third-Parties
Insurance Deposits and Premiums (3 months) ⁽¹⁰⁾	\$200	\$1,000	As arranged	As incurred	Third-Parties
Equipment and other Supplies ⁽¹¹⁾	\$0	\$5,000	As arranged	As incurred	Third-Parties
Car Signage	\$1,500	\$2,000	As arranged	As incurred	Third-Parties
Professional Fees ⁽¹²⁾	\$0	\$1,500	As arranged	As incurred	Third-Parties
Additional Funds – Three (3) Months ⁽¹³⁾	\$3,000	\$7,000	As arranged	As incurred	Third-Parties
TOTAL ESTIMATED INITIAL INVESTMENT⁽¹³⁾	\$12,999	\$82,500			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Augusta Lawn Care Business for three (3) months. We do not offer direct or indirect financing for these items. The availability and terms of financing from third-parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and the lending policies of financial institutions from which you may request a loan. The factors underlying our estimates may vary depending on several variables. We did not include state or local sales taxes in any of the above estimates.

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers.
2. We discuss the Initial Franchise Fees in detail in Item 5 of this Franchise Disclosure Document.
3. This estimate is for the cost of two (2) people to attend initial training in the Bellingham, Washington area. You are responsible for the travel and living expenses, wages, and other expenses incurred by your trainees during initial training. The actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices. You are not always required to attend in-person initial training and, thus, may have no costs associated with pre-opening travel expenses and living expenses while training.
4. A physical office is not required for an Augusta Lawn Care Business, however, you can have one if you would like.
5. An additional vehicle, to the extent you have a personal vehicle, is not required for an Augusta Lawn Care Business, however, you can have one if you would like.
6. You must purchase certain initial inventory as we require in the Manual or otherwise in writing, from Approved Suppliers.
7. The estimate includes the cost of acquiring business licenses and permits. Your costs will vary depending upon your Augusta Lawn Care's location.
8. Grant Opening Advertising is not required, however, you can conduct Grand Opening Advertising if you'd like.
9. You must purchase certain computer equipment as we require in the Manual or otherwise in writing, from Approved Suppliers. This estimate does not include transportation or set-up charges.
10. You must obtain and maintain, at your own expense, the insurance coverage we require and satisfy other insurance-related obligations. The amounts listed in this table reflect our estimate of basic insurance for your first month of operation, and is based upon the experience of our

Affiliated Entity. Additional information regarding insurance needs, including coverage limits, can be found in Item 8 to this Franchise Disclosure Document.

11. You must purchase certain initial equipment as we require in the Manual or otherwise in writing, including Truck racking, truck decals and logos, uniforms, and other optional marketing material. This estimate does not include transportation or set-up charges.
12. We recommend that you consult with an attorney, accountant, and/or other advisor prior to purchasing a franchise, however, you are not required to. You must obtain state and local licenses and business licenses. You may have to post bonds in order to obtain certain governmental permits.
13. The figures set forth herein are estimates of a complete investment in opening an Augusta Lawn Care Business and operating it for three (3) months after you open for business. These estimates are based on our Affiliated Entity's operation of a Business in Blaine, Washington.
14. These figures are based on our experience in opening and operating an Augusta Lawn Care Business similar to those that you will operate.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Augusta Lawn Care Business according to our System and specifications. Except as described below, however, we do not require you to purchase or lease goods, services, supplies, fixtures, equipment, inventory, or real estate for your Augusta Lawn Care Business from us or any affiliate, or an Approved Supplier.

Approved Products and Services

You may only market, offer, sell, and provide the approved services, as well as any related merchandise and other products that we authorize for sale in conjunction with the Approved Products and Services. We will provide you with a list of our then-current Approved Products and Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Franchised Business other than our Approved Products and Services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Approved Suppliers

While we do not currently do so, we have the right to require you to purchase any items or services necessary to operate your Franchised Business from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our affiliate(s). If we choose to do so, we will

provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate.

We may develop proprietary products for use in your Franchised Business, including private-label products that bear our Marks, and require you to purchase these items from us or our affiliate(s).

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for our Approved Products and Services directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

Except as provided above in this Item: (i) neither we nor any of our affiliates are an Approved Supplier for any items you are required to purchase in connection with your Franchised Business; and (ii) none of our officers own an interest in any of our Approved Suppliers other than us.

Currently, neither we, nor people affiliated with us are Approved Suppliers. We reserve the right to designate us or any of our affiliates as an Approved Supplier with respect to any other item you must purchase in connection with your Franchised Business in the future.

Required Purchases and Right to Derive Revenue

There are no products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications.

We and our affiliates reserve the right to derive revenue from any of the purchases (items or services) that our System franchisees are required to make in connection with the Franchised Business. This includes, but need not be limited to, our requirement that you use Pay-for-Performance, our proprietary software. As of December 31, 2022, we received \$0 in revenue from all required purchases and leases of products and services by franchisees, including purchases of items to be resold in the Business, and rebates we receive from third-parties. This was 0% of our total revenue of \$0, as reported in our most recent audited financial statements.

We and/or our affiliate(s) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Businesses in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of approved suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We reserve the right to create additional purchasing cooperatives in the future. We may negotiate volume purchase agreements with some vendors or Approved Suppliers for the purchase of goods and equipment needed to operate the Business.

Franchise Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Insurance

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by applicable law, your landlord, or otherwise. We may periodically change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances, if the changes apply to all Augusta Lawn Care Businesses. Each insurance policy must name us and entities and persons affiliated with us as additional insureds. On our request, you must provide us with copies of all insurance policies together with proof of payment for insurance. You must send to us current certificates of insurance and copies of all insurance policies on an annual basis. Before you open your Augusta Lawn Care Business, you must furnish us with a certificate of insurance showing compliance with the insurance requirements. Currently, you must have the following insurance at a minimum:

General Liability Insurance	\$500,000	Per Occurrence
	\$1,000,000	In the Aggregate

You must name Augusta Franchise LLC, its affiliates, and its members, as additional insureds under your insurance policy.

Computer System

You must purchase the computer system that we specify, including computer hardware, software, point of sale system, inventory control systems, and high-speed network connections (collectively, the “Computer System”). The component parts of the Computer System must be purchased from

Approved Suppliers. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. Currently, we require to you to utilize Zuper, at a cost of \$199 per month. Additionally, you are required to use Pay-For-Performance, a software created and owned by Augusta Lawn Care; however, there is no additional cost currently associated with the software. The Computer System is described in more detail in Item 11 of this Disclosure Document.

ITEM 9
FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Not Applicable	Not Applicable
b. Pre-opening purchases/leases	Section 7.2	Items 7
c. Site development and other pre-opening requirements	Section 7.2	Items 7 & 11
d. Initial and ongoing training	Sections 5.1 and 5.2	Items 11
e. Opening	Sections 7.2, 7.3 and 7.6.1	Items 6 & 7
f. Fees	Section 6	Items 5, 6 & 7
g. Compliance with standards and policies/ Operations Manual	Sections 5.3, 5.5, 7.1 and 7.3	Items 11
h. Trademarks and proprietary information	Section 8.1	Items 13 & 14
i. Restrictions on products/services offered	Sections 5.5 and 7.2.3	Items 8& 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development & sales quotas	Not Applicable	Not Applicable
l. Ongoing products/service purchases	Section 7.2.3	Items 8 & 16
m. Maintenance, appearance, and remodeling requirements	Section 7.2.6	Items 11
n. Insurance	Section 7.6	Items 7
o. Advertising	Sections 5.4, 7.1.3 and 7.4	Items 6 & 11
p. Indemnification	Section 8.5	Items 6, 13 & 14
q. Owner’s participation/management/staffing	Sections 7.3, 7.4 and 7.5	Items 11 & 15
r. Records and reports	Section 7.5	Items 6
s. Inspections and audits	Sections 6.5 and 7.2.4	Items 6, 8 & 11
t. Transfer	Sections 6.8 and 9	Items 17

u. Renewal	Section 4.5.2	Items 17
v. Post-termination obligations	Section 10.3	Items 17
w. Non-competition covenants	Not Applicable	Items 17
x. Dispute resolution	Section 11	Items 17
y. Guaranty	Section 11.16	Not Applicable

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or any of your obligations.

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

Except as listed below, Augusta Franchise LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Augusta Lawn Care Business, we (or our designee) will provide the following assistance and services to you:

- (1) Designate your Territory (See Sections 4.2 and 7.2 of the Franchise Agreement);
- (2) Loan you one (1) copy of the Confidential Operations Manual. The Confidential Operations Manual contains approximately 130 pages. The table of contents for the Confidential Operations Manual is attached to this Franchise Disclosure Documents as Exhibit D (See Section 5.3 of the Franchise Agreement);
- (3) Assist you in implementing an opening marketing initiative for your Augusta Lawn Care Business (See Section 5 of the Franchise Agreement);
- (4) We, or our designee, will provide instruction and assistance prior to the opening of your Augusta Lawn Care Business and immediately following the opening by telephone or in-person, as we determine in our sole discretion (See Section 5.1 of the Franchise Agreement); and
- (5) Provide an initial training program (“Initial Training Program”) as described below.

Post-Opening Obligations

During the operation of your business, we may:

- (1) Provide periodic telephone and electronic mail assistance on daily operations, marketing, advertising, personnel and other operating issues that you encounter, and provide review and analyses of your operations (See Section 5.2 of the Franchise Agreement);
- (2) Update the manuals to incorporate improvements and new developments in the System. These revisions may be made at any time (See Section 5.3 of the Franchise Agreement);
- (3) Make available to you initial training of replacement managers at a location that we determine. We may charge you a fee for this training. (See Section 5.1.2 of the Franchise Agreement);
- (4) Advise as to source of supply for equipment, services, supplies, products and materials, and make reasonable efforts to negotiate, enter into and maintain contracts for equipment, supplies and services for your purchase (See Sections 5.5 and 7.2.3 of the Franchise Agreement);
- (5) Assist you with sales promotions (See Section 7.4 of the Franchise Agreement);
- (6) Offer annual regional or national conferences designed to encourage the exchange of information and new ideas between us and our franchisees. You may be required to pay fees to us for these conferences based on our out-of-pocket costs to hold the conferences (See Section 5.1.3 of the Franchise Agreement);
- (7) At our option, provide access to our manuals, franchisee resources and company news (See Sections 5.1.3 and 5.3 of the Franchise Agreement);
- (8) At our option, maintain a website and provide you with a standard web page on the website (See Section 7.4.2 of the Franchise Agreement); and
- (9) Provide you access to print and television advertisements, if and when they exist, for use by you (See Section 5.4 of the Franchise Agreement).

Advertising Fund

We do not require contribution to the National Advertising and Development Fund.

Franchisee Advisory Council

We presently have a Franchisee Advisory Council consisting of seven (7) present Augusta Lawn Care franchisees, who are voted upon annually.

Local Advertising

While you are not obligated to spend on local advertising, if you do, you must submit to us, for our approval, all media and materials to be used for local advertising, unless the media and/or materials have been approved before or unless we provided the materials to you. All materials containing our proprietary marks must include the designation service mark SM, trademark TM, registered trademark [®], copyright [©], or any other designation we specify. If you do not receive written or oral approval of any materials submitted within 30 days from the date we receive the materials, the materials are disapproved. We may require you to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved. We must make this requirement in writing, and you have 5 days after receipt of our notice to withdraw and/or discontinue use of the materials or advertising. Your submission of advertising for our approval does not affect your right to determine the prices at which you sell your services.

You may have as many telephone numbers and telephone directory listing for the franchised business as you choose; however, you acknowledge and agree that we will own all rights and interest in each telephone number (regardless of whether such telephone number pre-existed any franchise agreement) and telephone directory listing, email address, domain name, social media platform, and comparable electronic identify that is associated in any manner with your Franchise and/or with any Mark (“Listing”). You acknowledge and agree that all goodwill arising from or in connection with the use of each Listing will inure to our benefit. Promptly after expiration, termination, repurchase or transfer of the Franchise, you will notify each telephone or Internet Service Provider (“ISP”) with whom you have any Listing and direct them to transfer the Listing to us, or any persons we designate, at your expense; and you agree to execute all documents necessary to complete these transfers.

You must include in any significant display advertisements, and in marketing materials for your Augusta Lawn Care Business, a notice that your Augusta Lawn Care Business is individually owned and operated. Subject to any legal restrictions, you also are required to display or make available in your Augusta Lawn Care Business’s reception area, marketing materials that we may provide to you about the purchase of Augusta Lawn Care franchises, but you have no responsibility or authority to act for us in franchise sales.

You may not solicit business outside your Territory through the use of a toll-free number, direct mail, website, social media platform, or other advertising method without our prior written approval. You may not establish your own website or social media platforms without approval. We are not required to spend any amount on advertising in your territory.

Advertising Cooperative

You are not required to participate in a local or regional advertising cooperative.

System Website

At our option, we may establish one or more websites to advertise, market and promote the System and the franchise opportunity. We currently maintain the website

www.augustalawncareservices.com; however, we are not obligated to continue to maintain that website, and are not barred from (or required to) creating additional or replacement websites. In any website now in existence or hereinafter-created, we may provide you with a listing for your location, or a web page to promote your business, if you provide us with the information that we request to develop your web page. Our system standard will apply to any website advertising. We may provide a secure intranet for our franchisees, but do not currently have one.

Computer System and Internet Access

You must purchase and use the complete computer software services and electronic cash register/point-of-sale system (i.e., the “POS System”) we require, which we have the right to change at any time. Currently, our designated POS System is Zuper; however, this POS System is subject to change at any time. Beyond the POS System, you are required to obtain other, necessary computer services, including two (2) iPads and/or laptop or desktop computers. Currently, the approximate annual cost to you for the POS System and other, required equipment, is \$2,388. This cost is subject to increases by the vendors. Any maintenance, repair or updates due to the computer system are Your responsibility. (See Section 7.2.8 of the Franchise Agreement).

Additionally, you are required to use Pay-For-Performance, a software created and owned by Augusta Lawn Care, for use in your Augusta Lawn Care Business; however, there is no additional cost currently associated with the software.

Independent Access to Information. We have a right and you are required to provide us with independent access to the information that will be generated or stored in your computer systems, which includes, but is not limited to, customer, transaction, and operational information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business.

You must have broadband Internet access, which will permit you to use web-based technology, gather information, exchange ideas and transfer data. You may use any independent Internet Service Provider of your choosing that provides broad-band access. You must maintain a functioning email address so that we can communicate with you electronically.

We may upgrade our minimum computer system requirements at any time in order to keep pace with technology. There are no contractual limitations on the frequency or cost of this obligation, but we expect you will need to upgrade at least every five (5) years. If we modify or impose a requirement, we will notify you in our manuals or other written communications, and will give you a reasonable time in which to comply at your expense. We estimate that the cost of upgrading and replacing a computer system could be from \$500 to \$1,000.

We may assist you in obtaining the computer system and related services, but we are not obligated to do so. We may, in the future, designate an approved supplier for computer components. In all regards, you are obligated to utilize the Command Center, for which there is a Command Center Fee (see Item 6 for additional information). We disclaim all implied warranties to the extent permitted by law. Neither we nor any affiliate is obligated to provide ongoing maintenance, repairs,

upgrades or updates to any component of your computer system. You should determine for yourself whether or not any third-party supplier from whom you purchase any component of your computer system is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system, and determine the additional cost for the services.

Manuals

After you sign your franchise agreement, and prior to initial training, we will give you electronic access to or lend you a paper or read-only disk copy of a single copy of our manuals. The manuals contain proprietary information, and you must keep this information confidential as described in Item 14. A copy of the Table of Contents for the Operations Manual, as of March 12, 2021, is attached hereto as Exhibit D. The Operations Manual contains approximately 130 pages.

Initial Training Program

You will receive the following training before you open your Augusta Lawn Care Business:

TRAINING PROGRAM

Subject	Hours Classroom Training	Hours On-The-Job Training	Location
Introduction to Augusta Lawn Care	2	0	Blaine, WA
Understanding Augusta Lawn Care & Its Services	4	0	Bellingham, WA
Permits and Coding Compliance	1	0	Blaine, WA
Billing and Collections Procedures	3	0	Blaine, WA
Regulatory Compliance	1	0	Blaine, WA
Bookkeeping	3	0	Blaine, WA
Do's and Don'ts	6	0	Blaine, WA
Marketing and Advertising	8	0	Blaine, WA
HOURS	28	0	
TOTAL HOURS	28		

Our training program lasts one week and is held at various locations in Bellingham, Washington and Blaine, Washington. We will train up to two (2) people. Prior to scheduling training, key pre-opening tasks must be completed such as hiring staff and any business-related licenses. We typically schedule training six (6) times per year, every other month, between February and December.

Mike Andes will oversee initial training. Mr. Andes has approximately four years of experience and his background can be found in Item 2 of this document Trainers will have, at a minimum, experience similar to Mr. Andes', including significant lawn care industry experience. Trainees are expected to read and have reviewed the Operations Manual prior to attending training. Supplemental training will be provided in a review of the material along with hands-on, observational and visual instruction on our daily procedures and best practices for operating the Business.

If you are an individual, you and your original manager, if any, must attend and complete our initial training program to our satisfaction. If you are a legal entity, your Operating Principal and your original manager, if any, must attend and successfully complete initial training.

We currently conduct an annual national franchise conference that you (or your Operating Principal) must attend. The conference shall not occur more than one time per year. Currently, the national franchise conference fee is \$500.

You (or your Operating Principal) and/or any previously-trained manager must attend any refresher or follow-up training that we designate. The cost of a follow-up training is \$250 per additional training. You may also incur out-of-pocket costs in attending same.

Training for replacement managers or employees is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for replacement managers will occur at a time we schedule on a space-available basis, and may not be available immediately after the replacement manager (or employee) is hired. You will be responsible for all expenses incurred by you and your employees in connection with attending all training programs, including the cost of transportation, lodging, meals and wages.

Training for transferees of your franchised business is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for transferees will occur at a time we schedule on a space-available basis, but must be completed before the transfer takes place.

You must pay travel, lodging, and meal expenses for trainees and any compensation or benefits due trainees during initial training, or during any regional or national conferences, or any additional or refresher training.

Opening Business

The maximum time to open, after the Effective Date, is three hundred and sixty five (365) days. The typical length of time between the signing of a Franchise Agreement and the opening of a business is between seven and 360 days. We may terminate the franchise agreement if you are unable to open your Business within three hundred and sixty five (365) days. Factors that may affect this time include your ability to obtain business licenses and permits, when you complete training, select a site, negotiate a lease and complete any construction or renovation of your facility, if you are operating from a physical location (you are not required to do so).

Other Assistance

We do not provide assistance with providing equipment, signs, fixtures, opening inventory, and supplies. We do not provide assistance with conforming the premises to local ordinances and building codes and obtaining any required permits, and/or constructing, remodeling, or decorating the premises, and/or hiring and training employees. We generally do not own the premises the you

lease. We are not required to, but may in our sole discretion, spend money on advertising in your Territory.

ITEM 12 **TERRITORY**

The specific location for each Business granted shall be identified in the Franchise Agreement itself or an addendum, as the case may be, once a site has been approved. You will have the license to operate a Business within your Territory.

The Approved Location of a single franchise will be at the center of the Territory, composed of a circle having a radius of five (5) miles or up to a population of approximately 100,000 people. 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.

We grant you a franchise for a specific Approved Location within the Territory. The site may not be changed without our written approval and compliance with our relocation procedures, and you may not operate out of any site other than the approved site within the Territory without our written approval. We may allow you to move your site on a case-by-case basis.

During the term of your franchise, your Territory may not be modified except by a written agreement between you and us. On renewal or transfer of your franchise, the Territory may be modified. Depending on the then-current demographics of the Territory, and on our then-current standards for territories, if the Territory is larger than our then-current standard Territory, we may require you or the transferee to accept a renewal Territory or a transfer Territory smaller than the Territory.

You may receive a Territory that restricts us from establishing or operating, or granting any person other than you the right to establish or operate, an Augusta Lawn Care Business at any physical location in your Territory. However, we may: (a) at locations outside your Territory, including locations near the boundaries of your Territory, establish and operate, and grant others the right to establish and operate, an Augusta Lawn Care Business; (b) at locations outside your Territory, establish and operate, and grant others the right to operate, businesses similar to the Augusta Lawn Care Business; (c) at any location, license the use of alternative proprietary marks or methods in connection with the operation of businesses that may be similar to or different from the Augusta Lawn Care Business; and (d) use other channels of distribution, including the Internet. We are not required to pay you if we exercise any of these reserved rights. Currently, we do not operate or franchise, and do not have any plans to operate or franchise, any other businesses under alternative proprietary marks. Additionally, although no other Augusta Lawn Care Business may operate at any physical location in your Territory, Augusta Lawn Care and other Augusta Lawn Care franchisees may service clients in your Territory, so long as Augusta Lawn Care and other Augusta Lawn Care franchisees do not advertise or market in your Territory.

To the extent you do not receive an exclusive or semi-exclusive Territory, and another franchisee purchases an exclusive territory in the area in which you operate, you agree to relinquish the rights to acquire new customers in that territory once it becomes another franchisee's Territory.

As a single-unit Augusta Lawn Care Business franchisee, you do not receive the automatic right to acquire additional franchises.

Continuation of territorial exclusivity does not depend on achieving a certain sales volume or market penetration. Franchisor may terminate this Agreement immediately upon notice: (a) at any time that Franchisee has more than three (5) open customer complaints that have not been resolved to Franchisor’s satisfaction within ten (10) days; and/or (b) if Franchisee has multiple negative uncured online reviews, including, but not limited to, Yelp, BBB, Listen 360, Google Reviews, that have not been resolved to Franchisor’s satisfaction; and/or (c) Franchisee is in default of any provision of the Franchise Agreement past any applicable cure period.


You are restricted from soliciting orders from consumers outside of your territory, and are barred from using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your territory.

You are not restricted in the customers to whom you may sell approved services or products or the prices the services are rendered or products are sold. However, all sales must occur at or from your Business. You may not solicit business outside your site through the use of a toll-free number, direct mail, Internet website or other advertising method without our prior written approval.

ITEM 13
TRADEMARKS

We grant you the right to operate a business using our System, which is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin (the “Marks”), as are designated by us in writing for use in connection with the System. Our right to use and license others to use the Marks is exercised pursuant to a ninety-nine (99) year intellectual property license agreement with our affiliate, Augusta Lawn Care IP, LLC (the “IP Agreement”), which, if not renewed, ends on July 31, 2118, and which can be terminated upon thirty-days’ notice for a material breach. Under the IP Agreement, we are granted the right to use and to permit others to use the Marks. We have the right to license the use of the registered trademark to you for the term of the Franchise Agreement, including any extensions or renewals.

The following trademark for registration on the Principal Register of the United States Patent and Trademark Office has been filed:

Trademark	Registration Date	Registration Number	Principal or Supplemental Register
	November 26, 2019	5920793	Principal

You must follow our rules when you use the Marks. You cannot, under any circumstances, use any Mark with modifying words, designs or symbols, except for those which we license to you or have expressly approved in writing. You cannot modify a Mark in any way without our express written consent. You may not use any Mark in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

You may not, under any circumstances, use any of the Marks, including “Augusta Lawn Care,” in any manner, in the name of your corporation, limited liability company, partnership, or other legal entity.

We have filed all required forms and affidavits, and none of these trademarks have yet been renewed.

In connection with the establishment of our trademarks, we operate a website for the promotion of the marks and Augusta Lawn Care Businesses. This website lists the location, operating hours, and other facts regarding our Businesses. You may not register any domain name nor operate any website that includes the terms “Augusta Lawn Care.” You may request the establishment of a web page within the Augusta Lawn Care website to include additional information specific to your franchised Augusta Lawn Care Business.

The confidentiality provisions of the Franchise Agreement apply to all uses of electronic media.

Determinations

There is no currently effective determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the above-described Marks which are relevant to your use of these Marks.

No currently effective material determinations or agreements limit our right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

We do not know of any pending material state or federal court litigation regarding our use or ownership rights in the trademarks.

Protection of Rights

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action we think is appropriate in these situations, and we have exclusive control over any settlement or proceeding concerning any Mark. You must take actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks. While we are not required to defend you against a claim arising from your use of our Marks, we will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark in accordance with the Franchise Agreement and the Operations Manual, but only if you notify us of the proceeding in a timely manner and you have complied

with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

You must promptly notify us in writing of any claim, demand, or suit against you or your principals in connection with your use of the Marks. We have the right to select legal counsel and to control the proceedings. In certain cases, as described in Section 8.5 of the Franchise Agreement, we will indemnify and hold you harmless.

Modification of Trademarks

You must modify or discontinue the use of a trademark if we modify or discontinue it at your own cost. Because your telephone listings and email addresses will be associated with our trademarks, we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listings will inure to our benefit.

We may acquire or develop additional trademarks, and may use those trademarks ourselves, make those trademarks available for use by you and other Augusta Lawn Care franchisees or make those trademarks available for use by other persons or entities. You may not directly or indirectly contest our rights in our trademarks. We may require you to use and display a notice in a form we approve that you are a franchisee under the System using the trademarks under a franchise agreement.

You may not directly or indirectly contest our rights to our trademarks, trade secrets or business techniques that are part of our business.

Superior Prior Rights or Infringing Uses

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

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

No patents are material to the franchise.

Copyrights

We have not registered any copyrights with the United States Copyright Office (Library of Congress), but various marketing, sales, training, management and other materials that we have created are and will be protected under the U.S. Copyright Act, whether or not we have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for the purpose of promoting your franchised business.

There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials that are relevant to their use by our franchisees.

There are no agreements currently in effect that significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise. All of the provisions in Item 13 under the heading “Protection of Rights” also apply to copyrights; provided, however, that you must modify or discontinue use of any subject matter covered by a copyright if directed by us.

We do not know of any superior rights in or any infringing uses of our copyrighted materials that could materially affect your use of the copyrighted materials.

Proprietary Information

We have proprietary, copyrighted manuals that include guidelines, standards and policies for the operation of your business, and other proprietary, copyrighted materials. Item 11 and Exhibit D to this Franchise Disclosure Document describe the manuals and the manner in which you may use them. All proprietary manuals and materials provided to you are for your exclusive use during the term of the franchise, and may not be reproduced, copied, loaned to, used by or shown to any person outside the System without our permission.

Each Operating Principal, manager, supervisory employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of the System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with your business and other franchisees’ businesses. Each of these persons must sign the confidentiality agreement (see Exhibit E to the Franchise Agreement), before you grant him or her access to our manuals or any other confidential information.

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

You (or, if you are an entity, your owners) must continuously use your best efforts to promote the Business and devote your full time, energies and attention to the operation of the Business.

You have no obligation to be the direct, full-time, day-to-day operator of the Business. If you do not choose to run the Business on a personal basis you have the responsibility to attain and retain the services of a full time, on-site Manager or Operator. While you have the right to select any Manager or Operator, we retain the right to accept or reject any proposed individual or entity as the Business Manager. You will be responsible for the compensation to any individual or entity you contract to act as the Manager of the Business, you have the sole legal responsibility for any dispute relating to such individual or entity. We maintain the right to require any approved Manager to attend and satisfactorily complete our initial training program before opening the

Business. You must keep us informed at all times of the identity of your Manager. If you must replace the Manager, your replacement Manager must be approved by us within 60 days, such approval not to be unreasonably withheld – we may additionally require such replacement Manager to attend and complete our training program at your expense.

If you are a legal entity, each shareholder, principal officer, partner, or member must personally guarantee your obligations under the franchise agreement and also agree to be personally bound by, and personally liable for breach of, the franchise agreement (see Exhibit C to the Franchise Agreement).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only services and products that we have approved or authorized. You may not offer for sale or sell services or products that would detract from or be inconsistent with the System. You may use services or products not purchased from us, but those services or products must be of comparable quality and must be approved by us in writing before use to ensure maintenance of proper quality standards. You may not use or permit the use of your premises for any other purpose or activity at any time without first obtaining our written consent.

You must offer for sale all approved services and products; must not deviate from our specifications for the approved services and products without our written consent; and must discontinue offering any items that we disapprove in writing.

We may change the types of services and products that we approve or authorize, if the services and products are compatible with the System. There are no other limits on our right to make these changes.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4.5.1	Ten (10) years from the Effective Date of the Franchise Agreement.

b. Renewal or extension of the term	Section 4.5.2	If you are in good standing, and have met the conditions set forth in row (c), below, you have the right to renew the Franchise Agreement for one (1) successive ten (10) year term with payment of any franchise renewal fee that is in effect at the time of renewal. The current renewal fee is \$0.
c. Requirements for you to renew or extend	Section 4.5.2	Good standing; timely advance notice; pay any then-current renewal fee; sign new franchise agreement that may contain materially different terms and conditions than the Franchise Agreement in this Disclosure Document; be current in payments; sign release.
d. Termination by you	Not Applicable	You may terminate under any grounds permitted by law.
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Section 10.2	We can terminate only if you default.
g. “Cause” defined – curable defaults	Section 10.2.2	You have 30 days to cure noticed curable defaults other than for non-payment of fees. You have five (5) days to cure non-payment of fees.
h. “Cause” defined – non-curable defaults	Section 10.2.1	Non-curable defaults include misuse of trademarks; unauthorized assignment or transfer of any rights of the Franchise Agreement; material misrepresentation; lack of prior consent when required; abandonment; repeated defaults even if cured; threat to public health or safety; bankruptcy; plead guilty or no contest to or conviction of a felony. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 1101, <i>et seq.</i>).

i.	Your obligations on expiration, termination or non-renewal	Section 10.3	Obligations include final accounting, complete de-identification, our option to purchase assets, our option to assume your real estate lease (if any), and payment of amounts due. See row (r) below. Additionally, if the Franchise Agreement is terminated, for any reason, franchisee agrees to pay a minimum fee of \$5,000, to account for our administrative and legal fees.
j.	Our transfer of franchise agreement	Section 9.1	No restriction on our right to assign.
k.	“Transfer” by you – definition	Section 9.2	Includes transfer of contract or assets, or any change of ownership.
l.	Our approval of your transfer	Section 9.3	We have the right to approve all transfers.
m.	Conditions for our approval of transfer	Section 9.3	New franchisee qualifies, payment of all of your outstanding debts to us, cure of any defaults, then-current agreement signed by new franchisee or assumption of existing agreement, transfer fee paid; training completed; and release signed by you and your Related Parties.
n.	Our right of first refusal to acquire your business	Section 9.4	We or our designee can match any offer for your business.
o.	Our option to purchase your business	Section 9.4	We or our designee may, but are not required to, purchase your inventory and equipment at the lesser of the fair market value or depreciated value, if franchise is terminated for any reason.
p.	Your death or disability	Section 9.5	Heirs or beneficiaries must demonstrate within 90 days ability to operate franchise. Otherwise, franchise must be assigned by estate to approved buyer within six (6) months.
q.	Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r.	Non-competition covenants after the franchise expires, is terminated, or is not renewed	Not Applicable	Not Applicable

s. Modification of the franchise agreement	Section 11.4	No modification, generally, unless on consent of both parties, but Operations Manual subject to change.
t. Integration/merger clause	Section 11.6	Only the terms of the Franchise Agreement are binding (subject to this Disclosure Document and applicable state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 11.7 and 11.8	Except for certain claims, claims must first be mediated prior to arbitration or litigation. All disputes must be litigated in Washington. The arbitration will occur with each respective party paying their own costs.
v. Choice of forum	Section 11.2.2	Arbitration in Whatcom County, Washington, or, if litigated, the Whatcom County District Court, or United States District Court for the Western District of Washington. Subject to applicable state law.
w. Choice of law	Section 11.2.1	Washington law applies. Subject to applicable state law.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote any Augusta Lawn Care Business.

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.

Augusta Franchise LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing 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 Mike Andes at 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230,

franchise@augustalawncareservices.com, 360-386-5635, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
BUSINESSES AND FRANCHISEE INFORMATION

Table 1
Systemwide Business Summary for Years 2020 to 2022

Business Type	Year	Businesses at Start of Year	Businesses at End of Year	Net Change
Franchised	2020	8	21	+13
	2021	22	63	+41
	2022	63	95	+32
Company-Owned	2020	1	3	+2
	2021	3	3	0
	2022	3	8	+5
Total Businesses	2020	9	24	+15
	2021	24	64	+40
	2022	66	103	+37

Table 2
Transfers of Businesses From Franchisees to New Owners
(Other than Franchisor or an Affiliate) for Years 2020 to 2022

State	Year	Number of Transfers
Idaho	2020	0
	2021	0
	2022	1
Total	2020	0
	2021	0
	2022	1

Table 3
Status of Franchised Businesses for Years 2020 to 2022

State	Year	Businesses at Start of Year	Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Cased Operations	Businesses at End of Year
Alabama	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
Arkansas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
California	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1

Colorado	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Delaware	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	0	2	0	0	0	0	2
	2021	2	3	0	0	0	0	5
	2022	5	7	2	0	0	0	10
Georgia	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Idaho	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	2	0	0	0	0	3
Illinois	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Indiana	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	3	0	0	0	0	5
Iowa	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Kentucky	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	1
Louisiana	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Massachusetts	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Michigan	2020	0	1	0	0	0	0	1
	2021	1	3	0	0	0	0	4
	2022	4	0	1	0	0	0	3
Mississippi	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Missouri	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Nebraska	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
New Jersey	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
New York	2020	1	0	1	0	0	0	0

	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
North Carolina	2020	0	1	0	0	1	0	0
	2021	0	0	0	0	0	0	0
	2022	0	4	0	0	0	0	4
Ohio	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Oklahoma	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
Oregon	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Pennsylvania	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Carolina	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	2	0	0	0	0	3
South Dakota	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
Tennessee	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	4	0	0	0	0	6
Texas	2020	1	1	0	0	0	0	2
	2021	2	8	0	0	0	0	10
	2022	10	4	2	0	0	0	12
Virginia	2020	0	1	0	0	0	0	1
	2021	1	4	0	0	0	0	5
	2022	5	1	1	0	0	0	5
Washington	2020	0	1	0	0	0	0	1
	2021	1	6	0	0	0	0	7
	2022	7	3	0	0	0	0	10
Wisconsin	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Total	2020	8	15	1	0	1	0	21
	2021	22	41	0	0	0	0	63
	2022	63	40	8	0	0	0	95

Table 4
Status of Company-Owned Businesses For Years 2020 to 2022

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Re-Acquired from Franchisees	Businesses Closed	Businesses Sold to Franchisees	Businesses at End of Year
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Connecticut	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
North Carolina	2020	0	0	1	0	0	1
	2021	1	0	0	0	0	1
	2022	1	4	0	0	0	5
Washington	2020	1	1	0	0	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
Total	2020	1	1	1	0	0	3
	2021	3	0	0	0	0	3
	2022	3	5	0	0	0	8

Table 5
Projected Openings as of December 31, 2022

State	Franchise Agreements Signed But Business Not Opened as of December 31, 2022	Projected New Franchised Businesses as of December 31, 2022 (in 2023)	Projected New Company-Owned Businesses as of December 31, 2022 (in 2023)
California	0	2	0
Colorado	1	2	0
Florida	0	6	0
Georgia	1	2	0
Idaho	1	2	0
Illinois	0	2	0
Indiana	0	2	0
North Carolina	0	2	2
South Carolina	1	2	0
Tennessee	1	2	0
Texas	1	8	0
Virginia	0	2	0
Washington	0	6	0
Total	6	40	2

Attached as Exhibit C to this disclosure document is a list of the names, addresses and telephone numbers of our current franchised businesses. Also attached as Exhibit C to this disclosure documents is a list of the names and city, state and last known business telephone number, of every franchisee who had an outlet terminated, canceled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the previous 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.

Please note that Exhibit C is current as of the issuance date of this Disclosure Document, while the tables above reflect the status of our outlets at the end of our prior fiscal year. Any discrepancies between Exhibit C and the Item 20 tables are due to events that have occurred in the intervening

period. If you buy a franchise from us, your contact information may be disclosed to other buyers when you leave the system. During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses with us that would restrict them from speaking openly with you about their experience with us.

There are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21
FINANCIAL STATEMENTS

Exhibit B to this Franchise Disclosure Document includes our audited financial statements, as of December 31, 2022, December 31, 2021, and December 31, 2020. Exhibit B also includes our unaudited financial statements, as of June 30, 2022. Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

A copy of the Augusta Lawn Care Franchise Agreement is included as Exhibit A to this Franchise Disclosure Document, and includes the following exhibits:

The Franchise Agreement and the following exhibits:

- Exhibit A – Franchise Data Sheet
- Exhibit B – Statement of Ownership
- Exhibit C – Principal Owner’s Guaranty
- Exhibit D – Sample Release Agreement, Waiver and Release of Claims
- Exhibit E – Nondisclosure, Nonsolicitation and Noncompetition Agreement
- Exhibit F – Sample Confidentiality Agreement
- Exhibit G – Sample Approval of Requested Assignment
- Exhibit H – SBA Addendum

ITEM 23
RECEIPTS

Exhibit I to this Franchise Disclosure Document includes detachable documents acknowledging your receipt of this disclosure document. Please sign one (1) copy of the receipt and return it to us at the following address:

Augusta Franchise LLC
8115 Birch Bay Square, Suite 133
Blaine, Washington 98230
franchise@augustalawncareservices.com
www.augustalawncareservices.com

The duplicate receipt is for your records.

**EXHIBIT A TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**



AUGUSTA LAWN CARE FRANCHISE AGREEMENT

Franchise No. _____

Franchise Owner: _____

Date: _____

Franchise Location: _____

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AUGUSTA LAWN CARE FRANCHISE AGREEMENT

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AUGUSTA LAWN CARE FRANCHISE AGREEMENT

1. PARTIES

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 20__ (the “Effective Date”), by and between Augusta Franchise LLC, a Washington limited liability company, with its principal place of business at 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230 (“Augusta Lawn Care”, “Franchisor”, “we”, “us”, or “our”), and _____, located at _____ (collectively, “You” or “Franchisee”).

2. RECITALS

2.1 Ownership of the System

Augusta Lawn Care has the right to license You certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the Augusta Lawn Care trademarks, the words “Augusta Lawn Care” Augusta Lawn Care has spent a considerable amount of time, effort, and money to construct, and continues to develop, use, and control business methods, technical knowledge, marketing concepts, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural designs and uniforms, and employee training techniques that, taken together, make up a proprietary system for the operation of Business, tavern and bakery (the “System”).

2.2 Objectives of Parties

You desire to enter into the business of operating an Augusta Lawn Care Business under the System using the Trade Name and Marks (as those are defined in Sections 3.11 and 3.17, below), and You wish to obtain from Augusta Lawn Care, and Augusta Lawn Care wishes to grant to You, a franchise for that purpose.

3. DEFINITIONS

3.1 Approved Territory

“Approved Territory” or “Territory” means the area set forth in Exhibit A of this Agreement.

3.2 Augusta Lawn Care Business

“Augusta Lawn Care Business” or the “Business” or the “Franchise Business” means the single “Augusta Lawn Care” business that Augusta Lawn Care authorized You to conduct under the Trade Name, Marks, and System within the Approved Territory, at the Approved Location, under this Agreement.

3.3 Augusta Lawn Care

“Augusta Lawn Care” means Augusta Franchise LLC or any person or entity to which Augusta Lawn Care allocates all or part of its rights and obligations under this Agreement.

3.4 Expiration

“Expiration” means expiration of the Term of this Agreement, the non-renewal of this Agreement.

3.5 Franchise Network

“Franchise Network” means the interdependent network composed of Augusta Lawn Care Businesses, all Augusta Lawn Care franchisees, Augusta Lawn Care’s Related Parties, any other persons or business entities that Augusta Lawn Care has licensed to use the Trade Name, Marks, System, or any of them.

3.6 Good Standing

“Good Standing” means timely compliance by You and Your Related Parties with all provisions of this Agreement and the Manual, specifically including provisions for timely payment of amounts You owe to Augusta Lawn Care and its Related Parties.

3.7 Gross Revenues

“Gross Revenues” means the total selling price of all services and products sold at or from your Augusta Lawn Care Business (not adjusted for credit card fees), including the full value of any gift certificate redeemed at your Augusta Lawn Care Business or coupon sold for use at your Augusta Lawn Care Business (fees retained by or paid to third-party sellers of such gift certificates or coupons are not excluded from calculation), and all income and revenue of every other kind and nature related to the Augusta Lawn Care Business operation, whether for cash or credit, but excluding taxes collected from customers and paid to taxing authority, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

3.8 Manual

“Manual” means the confidential Operations Manual and all other manuals that Augusta Lawn Care will lend to You, or authorize You to use, during the term of this Agreement and that contains information, forms and requirements for the establishment and operation of the Augusta Lawn Care Business, and for use of Augusta Lawn Care’s Trade Name and Marks, along with communications from Augusta Lawn Care to You, including, but not limited to, bulletins, e-mails, and text messages.

3.9 Marks

“Marks” means selected trademarks, service marks, trade dress, logotypes, slogans, and other commercial symbols licensed by Augusta Lawn Care to You under this Agreement.

3.10 Operating Principal

“Operating Principal” means the managing shareholder, partner, or member that you must designate if you are a legal entity.

3.11 Proprietary Service

“Proprietary Service” means any product or service that is composed of or in accordance with Augusta Lawn Care’s specifications or that bears or has been labeled with any of the Marks.

3.12 Related Party

“Related Party” or “Related Parties” means persons and companies affiliated with Augusta Lawn Care or You, as the context indicates, including, but not limited to, owners (as defined herein), general partners, limited partners, shareholders, or members, owning an interest in (i) Augusta Lawn Care or in You; (ii) corporations or limited liability companies in which Augusta Lawn Care or You have an interest; (iii) corporations or limited liability companies in which any person or entity owning an interest in You also has an interest; or (iv) officers, directors, members, or agents of Augusta Lawn Care or of You

3.13 Termination

“Termination” means the termination of this Agreement under the circumstances described in Section 10 of this Agreement before the expiration of the Term.

3.14 Transfer

“Transfer” means any direct or indirect transfer, pledge, encumbrance, sale, gift, hypothecation, mortgage, sublicense, transfer through bequest or inheritance, transfer in trust, divorce or by operation of law or by any other means, or disposition of (i) any of the rights granted under this Agreement (ii) any part of this Agreement, (in) any rights or privileges incidental to this Agreement, (iv) the Business or any interest therein, or (v) any ownership interest in you, including, without limitation, any arrangement whereby you sell or pledge accounts receivable or any other assets of the Franchised Business (each a “Transfer”). Without limiting the foregoing the term, “Transfer” includes any sale, resale, pledge, encumbrance transfer or assignment of: (a) any fractional partnership ownership interest if You are a partnership (b) any membership interest in you if you are a limited liability company and (c) any beneficial or economic ownership interest in you, any transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change of ownership, if you are a corporation.

3.15 Trade Name

“Trade Name” means the commercial names Augusta Lawn Care, individually or collectively.

3.16 You

“You” means the person or entity that is named as “You” in Section 1 of this Agreement. In addition, “You” means all persons or entities that succeed to Your interest by Transfer, other transfer, or operation of law.

NOW, THEREFORE, the parties agree as follows:

4. GRANT OF FRANCHISE

4.1 Granting Clause

Augusta Lawn Care grants to You the right and You hereby undertake the obligation upon the terms and conditions set forth in this Agreement: (a) to establish the Augusta Lawn Care Business at the Approved Location that includes the provision of such products and services as designated by Augusta Lawn Care, and (b) to use solely in connection therewith the Trade Name, Marks, and System, as they may be changed, improved and further developed from time-to-time. You shall not engage in any other business at the Approved Location without the prior written consent of Augusta Lawn Care.

4.2 Approved Territory

During the term of this Agreement, and except as otherwise provided in this Agreement, Augusta Lawn Care agrees that it shall not establish, nor license any other person to establish another Augusta Lawn Care Business at any physical location within Your Approved Territory. You have no exclusivity. You have no right to exclude development of concepts owned, franchised, or licensed by Augusta Lawn Care or its affiliates. Additionally, although no other Augusta Lawn Care Business may operate at any physical location in your Territory, Augusta Lawn Care and other Augusta Lawn Care franchisees may service clients in your Territory, so long as Augusta Lawn Care and other Augusta Lawn Care franchisees do not advertise or market in your Territory.

To the extent you do not receive an exclusive or semi-exclusive Territory, and another franchisee purchases an exclusive territory in the area in which you operate, you agree to relinquish the rights to acquire new customers in that territory once it becomes another franchisee’s Territory.

4.3 Rights Reserved

Augusta Lawn Care retains all rights that are not expressly granted to you under this Agreement. Without limiting this broad retention, and without granting You any rights therein, Augusta Lawn Care shall have the right to:

- (a) Operate an Augusta Lawn Care concept at a trade show booth, or similar temporary location, within Your Approved Territory for up to fifteen (15) consecutive days;
- (b) Offer Augusta Lawn Care franchises to others for any site outside Your Approved Territory regardless of how close the site is to Your Approved Territory;
- (c) Sell, rent and distribute any Proprietary Services directly or indirectly, and/or license others to sell and distribute, any Proprietary Services, directly or indirectly, from any location to any purchaser (including, but not limited to, sales made to purchasers in the Approved Territory through retail establishments, mail order, independent distributors, wholesale distribution, phone order, and on the Internet, and/or sales to delivery customers), except that Augusta Lawn Care shall not do so from an Augusta Lawn Care Business inside the Approved Territory;
- (d) Develop, operate, and franchise others to operate, any business concept except an Augusta Lawn Care Business at any place, including within the Approved Territory, and use the Marks or any other trademarks owned, licensed, or developed by Augusta Lawn Care or its Affiliates in connection with those concepts, even if such concepts sell products and services similar to, the same as or competitive with, the Proprietary Services;
- (e) In its sole discretion, approve or disprove other franchisees' requests to purchase local advertising that penetrates Your Approved Territory; and
- (f) Merge with, acquire or be acquired by, any business of any kind under other systems and/or other marks, which business may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory.

4.4 Relocation

At Augusta Lawn Care's option, You may relocate the Augusta Lawn Care Business, with Augusta Lawn Care's prior written consent, if all of the following conditions are met:

- (a) You and Your Related Parties are in Good Standing under this Agreement and any other Agreement between Augusta Lawn Care and You, and You and Your Related Parties are in compliance with all provisions of the Manual;
- (b) You and any of Your Related Parties that have signed this Agreement have agreed to cancel this Agreement and execute a new Franchise Agreement in the form that is currently effective at the time of relocation (with a term equal to the then-remaining term of this Agreement);

- (c) You have secured a site that is not located in another Augusta Lawn Care franchisee’s approved Territory, and which meets our then-current size and demographic requirements;
- (d) You agree to equip and furnish Your new Augusta Lawn Care Business so that the Business meets the standards of appearance and function applicable to new Augusta Lawn Care Businesses at the time of relocation;
- (e) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to Augusta Lawn Care, of any and all claims against Augusta Lawn Care and its Related Parties, affiliates, successors and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants and employees in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between You and Augusta Lawn Care or its affiliates, and federal, state, and local laws and rules; and
- (f) You may cease to operate the Augusta Lawn Care Business for no more than one (1) day only for the purposes of moving all equipment from the old Approved Location to the new approved location for the Augusta Lawn Care Business.

4.5 Term and Renewal

4.5.1 Initial Term

Except as otherwise provided herein the initial term of this Agreement shall commence on the Effective Date and shall expire on the date that is ten (10) years from the Effective Date (the “Term Expiration Date”).

4.5.2 Renewal

You shall have the option to renew this Agreement for one (1) renewal term (the “Renewal Term”), with such Renewal Term being for a period of ten (10) years subject to your satisfaction of the following conditions, all of which shall be met before each renewal:

- (a) You and Your Related Parties are in Good Standing under this Agreement, and any other Agreement between Augusta Lawn Care and You, and You and Your Related Parties are in compliance with the Manual;
- (b) You shall give Augusta Lawn Care written notice of Your election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the then-current term;

- (c) You and any Related Parties that have signed this Agreement shall have signed a copy of the then-current Franchise Agreement (except with respect to the renewal provisions thereof, which shall not supersede this Section 4.5.2) not less than thirty (30) days before the expiration of the then-current term, or thirty (30) days after You receive a signature-ready copy of the then-current Franchise Agreement from Augusta Lawn Care, whichever is later; and
- (d) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to Augusta Lawn Care, of any and all claims against Augusta Lawn Care and its Related Parties affiliates successors and assigns and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between You and Augusta Lawn Care or its affiliates, and federal, state, and local laws and rules.

The provisions of the standard franchise agreement in use by Augusta Lawn Care at the time of renewal may be materially different than those contained in this Agreement, including, but not limited to, provisions for increased royalties, advertising, and other fees. You hereby acknowledge and agree that Your right to renew this Agreement shall be contingent upon Your execution of the then-current form of franchise agreement and acceptance of the new provisions.

5. SERVICES TO FRANCHISEE

Augusta Lawn Care agrees to perform the following services for You provided that You are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with Augusta Lawn Care, and You are in compliance with the Manual.

5.1 Training

5.1.1 Initial Training

Before the opening of Your Augusta Lawn Care Business, Augusta Lawn Care will conduct an initial training program concerning the operation of the Augusta Lawn Care Business under the Augusta Lawn Care System for Your Operating Principal and manager, if any, if you are a legal entity, or You and your manager, if any, if you are an individual. You or Your Operating Principal (if you are a corporate entity) and/or manager, if any, shall attend and successfully complete the initial training program to the satisfaction of Augusta Lawn Care before You may open the Augusta Lawn Care Business.

5.1.2 Continuing Training

In an effort to maintain brand standards and to protect and enhance the goodwill associated with the System and the Marks, Augusta Lawn Care may offer ongoing training or education programs on matters related to the operation or promotion of the Augusta Lawn Care Business on an optional

or mandatory basis, as it deems appropriate, in its sole discretion. You shall attend and complete all such continuing education programs Augusta Lawn Care requires. You shall be responsible for Your own expenses and those of Your employees who attend any such training or education programs. Augusta Lawn Care may also require you to pay a fee for continuing training and education programs of its costs, plus an administrative fee. You must complete all education and training programs Augusta Lawn Care designates to Augusta Lawn Care’s satisfaction.

5.1.3 Annual Conference

Augusta Lawn Care may, in its sole and absolute discretion, require you to attend a mandatory conference once per calendar year during the Term. You shall attend all such conferences. You are responsible for your own expenses and those of your employees who attend any such conferences. Augusta Lawn Care may require you to pay a reasonable fee to attend each conference. You are required to pay the conference fee, whether or not you attend the Annual Conference.

5.2 Periodic Advisory Assistance

Augusta Lawn Care will, as it deems advisable, provide periodic advisory assistance to You concerning the operation and promotion of the Augusta Lawn Care Business.

5.3 Manual

Augusta Lawn Care will lend You a Manual containing explicit instructions for use of the Marks, specifications for goods that will be used in or sold by the Augusta Lawn Care Business, sample business forms, information on marketing, management, and administration methods developed by Augusta Lawn Care for use in the Augusta Lawn Care Business, names of approved suppliers, and other information that Augusta Lawn Care believes may be necessary or helpful to You in Your operation of the Augusta Lawn Care Business. Augusta Lawn Care will revise the Manual periodically, at its discretion to conform to the changing needs of the Franchise Network and will distribute updated pages containing these revisions to You from time-to-time. Alternatively, and in lieu of a hard copy of the Manual, Augusta Lawn Care may make available to You a Manual in electronic form that is accessible to you. Augusta Lawn Care will notify You of any updates to the Manual. You shall be responsible for immediately downloading and complying with the revised Manual.

5.4 Advertising

Augusta Lawn Care may, but is not required to, provide you with electronic access to certain advertising materials, including in PDF format. These materials may include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous point-of-sale Items, and may be regional or national at Augusta Lawn Care’s sole discretion. Printing of any and all such materials shall be at your sole cost and expense. Augusta Lawn Care reserves the right to change the format in which it provides these materials to you in the future.

5.5 Approved Suppliers

Augusta Lawn Care has the absolute right to limit the suppliers with whom you may deal. Augusta Lawn Care reserves the right to act as the only approved supplier for some or all of the Approved Products and Services and products You will purchase for Your Augusta Lawn Care Business. Augusta Lawn Care reserves the right to charge a mark-up on any product or service sold to You. In advising You of suppliers who meet its standards and specifications, Augusta Lawn Care expressly disclaims any warranties or representations as to the condition of the goods or services sold by the suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose. You agree to look solely to the manufacturer or the supplier of equipment or services for the remedy for any defect in the goods or services. Augusta Lawn Care reserves the right to change the list of approved suppliers from time-to-time, in its sole and absolute discretion.

Augusta Lawn Care may receive payments and/or other compensation from approved suppliers in any form on account of such suppliers dealing with You and/or other franchisees, and Augusta Lawn Care may use all amounts so received for any purpose Augusta Lawn Care deems appropriate. You acknowledge and agree that Augusta Lawn Care shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments, or benefits (collectively, "Allowances") offered by suppliers to You or to Augusta Lawn Care or its affiliates based upon Your purchases of Proprietary Services, products and other goods and services. You assign to Augusta Lawn Care or its designee all of Your right, title and interest in, and to any and all such Allowances and authorize Augusta Lawn Care or its designee to collect and retain any or all such Allowances without restriction.

Augusta Lawn Care may, from time-to-time, revoke its approval of particular items, services, products or suppliers if Augusta Lawn Care determines, in its sole and absolute discretion. Upon receipt of notice of such revocation, You shall cease to offer, sell or use any disapproved item, products or services and You shall immediately cease to purchase from any disapproved supplier.

6. PAYMENTS BY FRANCHISEE

6.1 Initial Franchise Fee

When You sign this Agreement, You shall pay Augusta Lawn Care in cash or another form of payment that will make the funds immediately accessible to Augusta Lawn Care, such as cashier's check or wire transfer, an initial franchise fee as set forth in Exhibit A hereto (the "Initial Franchise Fee"). The Initial Franchise Fee is not refundable.

6.2 Royalties

On the 15th day of each month during the term of this Agreement, You shall pay Augusta Lawn Care a continuing royalty fee in the amount of \$600 per month for year 1, \$1,200 per month for year 2, \$1,200 per month for year 3 and thereafter.

6.3 Method and Application of Payments

You shall pay your continuing monthly royalties, advertising fees, and all other fees you are required to pay to Augusta Lawn Care, in accordance with the procedures designated by Augusta Lawn Care, which procedures Augusta Lawn Care has the discretion to change at any time upon written notice to you. Payment of royalties and fees shall be made by electronic funds transfer or direct deposit.

At no time will You sell, encumber or assign any of Your revenue stream, which includes, but is not limited to, current or future customer charges, to any other party without the prior written consent of Augusta Lawn Care.

Augusta Lawn Care has the right to apply any payment it receives from You to any past due amount You owe to Augusta Lawn Care regardless of how You indicate the payment is to be applied. Augusta Lawn Care reserves the right to change the manner in which you pay any and all fees you are required to pay to Augusta Lawn Care at any time upon written notice to you.

6.4 When Payments Begin

Your obligation to pay continuing monthly royalties (or minimum royalties) and other fees begins on the date Your Business opens for business, or three (3) months from the Effective Date of this Agreement, whichever is sooner.

6.5 Audit

Augusta Lawn Care has the right during normal working hours to audit Your books and records, including Your tax returns with respect to the Augusta Lawn Care Business. If an audit discloses an underpayment of royalties, advertising, or other fees payable under this Agreement, You shall immediately pay these amounts to Augusta Lawn Care, together with accrued interest on the amount underpaid in accordance with Section 6.9 of this Agreement. In addition, if the underpayment exceeds two percent (2%) of the total royalty, advertising, or other fee payable for any period covered under the audit, You shall reimburse Augusta Lawn Care for all expenses actually incurred by Augusta Lawn Care in connection with the audit, including reasonable attorneys' fees.

6.6 Training Fees and Costs

Augusta Lawn Care will not charge a fee for the initial training program for Your Operating Principal and manager, if any, if you are a legal entity, or You and your manager, if any, if you are an individual. Augusta Lawn Care may also charge a training fee for continuing education programs at cost plus an administrative fee determined by Augusta Lawn Care for all training offered by Augusta Lawn Care, You shall pay any costs of travel, lodging, meals and other incidental expenses that You and Your employees incur. You shall also pay for the cost of business class transportation, lodging, meals, and other incidental expenses incurred by Augusta Lawn Care in connection with any training conducted at Your site.

6.7 Consulting Fees and Costs, and Command Center Fees

In addition to the periodic advisory assistance described in Section 5.3, optional consulting services may be made available to You by Augusta Lawn Care on a per hour fee basis, at a rate determined by Augusta Lawn Care, plus reimbursement of direct costs. You shall promptly pay such consulting fees and reimburse Augusta Lawn Care for all incidental expenses incurred by Augusta Lawn Care in rendering such consulting services, including, but not limited to, the cost of business class transportation, lodging, meals, and telephone, fax, and courier charges.

You shall also be required to pay service fees for Your use of Augusta Lawn Care's Command Center, which fees may be expressed monthly and/or on the basis of usage, in amounts or at rates determined by Augusta Lawn Care from time-to-time.

6.8 Transfer Fee

You shall pay to Augusta Lawn Care a transfer fee of Fifteen Thousand Dollars (\$15,000), as a condition of, and prior to, any Transfer.

6.9 Interest on Late Payments

Any payment not received by Augusta Lawn Care when due will bear interest at the lesser of 1.5% per month or highest commercial contract interest rate late law allows per year or at the highest rate allowed by applicable law on the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate Augusta Lawn Care for loss of use of the funds and for internal administrative costs resulting from late payment which would otherwise be difficult to measure precisely. The fact that such charges are imposed shall not be construed as a waiver of Augusta Lawn Care right to timely payment.

6.10 Supplier and Product Evaluation

If You would like to use alternative supplier for a product or service to be used in or sold at Your Augusta Lawn Care Business (except in instances where we have designated a sole supplier of any product, item, good, equipment service or supplies), You must submit a Supplier and Product Evaluation Form (as set forth in Section 7.2.3). We may grant or deny any such request in our sole and absolute discretion.

6.11 Insufficient Funds Fee

If any payment is returned for insufficient funds, each time, You shall pay to us an Insufficient Funds Fee of \$50.

6.12 Priority of Payments

All fees paid in accordance with this Section 6, inclusive, shall be paid on a preferred priority basis, before the payment of operating and capital expenditures, including, but not limited to, rent, vendors, suppliers, distributors, advertisers, salaries, commissions, and in advance of all distributions and remunerations by You to Your Operating Principal and/or Related Parties.

6.13 Command Center Fees

On the 1st day of each month during the term of this Agreement, You shall pay Augusta Lawn Care for the Command Center Fees incurred in the prior month.

7. OBLIGATIONS OF FRANCHISEE

7.1 Use of Trade Name and Marks

7.1.1 Permitted Use

You may use the Trade Name and Marks only in the operation of the Augusta Lawn Care Business within the Approved Territory in accordance with the terms and conditions of this Agreement and subject to the limitations specified by Augusta Lawn Care in the Manual or otherwise in writing. **You shall not, under any circumstances, use the Trade Name or any of the Marks, including “Augusta Lawn Care” in any manner, in the name of your corporation, limited liability company, partnership or other legal entity.** You may not license any third party to use Augusta Lawn Care’s Trade Name and Marks. You may not use any other trade name or marks at the Approved Location, or in connection with the Augusta Lawn Care Business, without the express written consent and direction of Augusta Lawn Care. You shall refrain from engaging in any action (or failing to take any action) that causes or could cause damage to the Marks, the System, or the goodwill associated with the Marks.

7.1.2 Changes in Trade Names and Marks

Augusta Lawn Care has invested substantial time, energy, and money in the promotion and protection of its Trade Name and Marks as they exist on the Effective Date. However, You and Augusta Lawn Care recognize that rights in intangible property such as the Trade Name and Marks are often difficult to establish and defend, and that changes in the cultural and economic environment within which the System operates or third-party challenges to Augusta Lawn Care rights in the Marks may make changes in the Trade Name and Marks desirable or necessary. Augusta Lawn Care therefore reserves the right to change its Trade Name and Marks (although it has no present intention to do so) and the specifications for each when Augusta Lawn Care believes that such changes will benefit the Franchise Network. Augusta Lawn Care will do this in a manner that minimizes cost to You. You agree that You shall promptly conform, at Your own expense, to any such changes.

7.1.3 Advertising Materials

You agree to submit to Augusta Lawn Care copies of all advertising materials that You propose to use at least two weeks before the first time they are broadcast or published. Augusta Lawn Care will review the materials within a reasonable time and will promptly notify You in writing as to whether it approves or rejects them. Augusta Lawn Care may not withhold its approval unreasonably. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if Augusta Lawn Care approves specified materials, it may later withdraw its approval in its sole and absolute discretion, including, without limitation, if it reasonably believes this is necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentation in the advertising material.

7.1.4 Legal Protection

You agree to notify Augusta Lawn Care immediately in writing if You become aware of any unauthorized use of Augusta Lawn Care's Trade Name, Marks, or System. You shall promptly notify Augusta Lawn Care in writing of any claim, demand or suit against You or against Your principals. You shall promptly notify Augusta Lawn Care in writing of any claim, demand or suit against You or against Your principals in connection with Your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with any such claim, demand, or suit, You agree that Augusta Lawn Care may select legal counsel and has the right to control the proceedings. In certain cases, as described in Section 8.5 of this agreement, Augusta Lawn Care will indemnify and hold You harmless.

7.2 Quality Control

7.2.1 Business Opening

- (a) Permits. You shall be responsible, at your expense, for obtaining all permits and clearances that may be required by governmental authorities for the Augusta Lawn Care Business.
- (b) Insurance Coverage. You shall obtain and maintain in force during the entire period of such construction, such insurance policies required under Your lease agreement, in addition to such policies and coverage amounts as Augusta Lawn Care may designate in its sole discretion. Currently, you must have the following insurance at a minimum:

General Liability Insurance	\$500,000	Per Occurrence
	\$1,000,000	In the Aggregate

You must name Augusta Franchise LLC, its affiliates, and its members, as additional insureds under your insurance policy.

7.2.2 Compliance with Manual

You shall operate Your Augusta Lawn Care Business in complete compliance with the standards and specifications, as set forth in the Manual, or otherwise in writing. Augusta Lawn Care may make changes to any of these standards and specifications, at any time, in Augusta Lawn Care's sole and absolute discretion. Such changes may necessitate the purchase of equipment, supplies furnishings or other goods, completion of additional training by Your employees, remodeling of the Augusta Lawn Care Business, or other cost to You. You shall promptly conform to the modified standards and specifications at Your own expense. You shall, at all times, keep Your copy of the Manual current (by, for example, inserting in it revised pages given to You by Augusta Lawn Care and deleting superseded pages, or downloading from Augusta Lawn Care's website, the current version of the Manual upon notification of any revision to the Manual). If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by Augusta Lawn Care will control.

You shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the Augusta Lawn Care Business, and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Except for those portions of the Manual that Augusta Lawn Care designates, in writing, as appropriate for copying and use at the Augusta Lawn Care Business, You shall not, at any time, copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any third party without our prior written consent.

7.2.3 Required Products and Services

You must offer all of the products and services we designate. We have the right to modify these items from time-to-time, at our sole discretion. You may not offer or sell any other product or service without our prior written consent. You must use the proprietary and nonproprietary techniques, materials and supplies we designate in the Manual. You must provide all services (including Proprietary Services) in accordance with the standards and specifications set forth in the Manual. You must, at all times, maintain sufficient staff, materials and supplies to meet reasonably anticipated customer demand.

- (a) Approved Suppliers. We have the absolute right to limit the suppliers with whom you may deal. We may require you to purchase certain items, products, services, signs, furnishings, supplies, fixtures and equipment from us or distributors we have approved. Unless we specify otherwise in writing, you may be required to purchase all goods, items, products, equipment and services required for the development and operation of the Business from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We may provide you with a list of suppliers, which list may change over time. While the suppliers included on this list may be mandated, approved and/or recommended, we reserve the right to change this list, from time-to-time, in our sole discretion. Notifications of changes to the approved suppliers list will be communicated to you through changes to the Manual or other written communications, including via electronic

mail. We may revoke approval of suppliers in our sole and absolute discretion, at any time, upon written notice. We may become an approved supplier, and/or the only supplier, for any item, product, good and/or service at any time. We reserve the right to own an interest in any entity that will act as an approved supplier for any or all products and services You will use, offer and/or sell in the Augusta Lawn Care Business.

- (b) Right to Derive Income. We may derive income, consideration payments and other benefits on account of your purchase or lease of any products, services, supplies, equipment and/or other items from us or any supplier, including approved suppliers and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to you and reserve the right to retain all such benefits.

- (c) Alternative Suppliers. If you want to purchase any item, product service, goods, equipment or supplies from a supplier or distributor who is not on our approved list, you may request our approval of the supplier or distributor (except in instances where we have designated a sole supplier of any product, item good, equipment, service or supplies), which we may grant or deny in our sole and absolute discretion. The proposed supplier's or distributor's product or service, as applicable, must conform in every respect to our standards and specifications, and the supplier or distributor must have a good business reputation and be able and willing to provide sufficient quantities of the product and adequate service to you. The supplier or distributor must also provide us with any information we request in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product to our standards. This evaluation may include a sampling of the product at either the supplier's/distributor's or our place of business as we may designate. Where appropriate, we may require the supplier or distributor to provide us with product liability insurance. All suppliers and distributors must agree to provide us with reports concerning all purchases by you or other franchisees. We cannot predict with any certainty how long any evaluation will take, however, we will attempt to complete our evaluation within thirty (30) days. Upon the completion of our evaluation, we will inform you of our approval or disapproval of your request. If we approve the supplier or distributor, the supplier or distributor is added to our approved list, however, our approval of a supplier or distributor relates only to the item or product line evaluated and specifically approved by us.

Our standards, specifications and other criteria, for supplier or distributor approval have been developed by us, our affiliates, and/or or principals through the expenditure of extensive work and time, and are considered confidential information. Therefore, we do not make our standards and specifications or our other criteria for supplier or distributor approval available to you or suppliers.

- (d) Modifications. We may modify our specifications and standards for any item or revoke our approval of any supplier or distributor who fails to adhere to our quality standards or other requirements. We may limit the number of potential suppliers that we consider for approval and, for some categories of products, we may designate a third-party or ourselves as an exclusive supplier.

NEITHER AUGUSTA LAWN CARE, ITS PARENTS OR AFFILIATES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING ANY ITEM OR SERVICE, AND AUGUSTA LAWN CARE AND ITS AFFILIATES EXCLUDE (AND EXPRESSLY DISCLAIM) ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except as set forth in a particular written warranty, if any, provided in connection with a particular item or service.

- (e) Further Restrictions. You shall not offer or sell any product, item or service we have not designated or expressly approved in writing without our prior written consent, which may be granted or withheld in our sole and absolute discretion. We reserve the right to sell products and services to you for a profit.
- (f) Purchasing Programs, Promotional Programs. We may establish national or regional purchasing programs for the purpose of negotiating purchases of certain products and/or services from approved or designated suppliers. The purchasing programs may (but are not required to) benefit you by reducing prices, increasing reliability in supply, improving distribution, and establishing consistent pricing for reasonable periods to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where your Franchised Business is located, you must participate in the program.
- (g) Pricing. You must offer all Proprietary Services, products and services that we designate. We reserve the right to prohibit you from charging prices lower than our published prices for any service or item, to the maximum extent allowed by applicable law. We may also suggest pricing to you from time-to-time. We may change the types of authorized goods and services, and the prices for authorized goods and services sold by You in our sole discretion. There are no limitations on our right to make changes.

7.2.4 Inspections.

In an effort to advance the protection and enhancement of the Augusta Lawn Care brand and the Marks, Augusta Lawn Care and/or its designated agents or representatives may conduct periodic quality control and records inspections of the Augusta Lawn Care Business at any time during the Term. Inspections may be made with or without prior notice. Without limiting the foregoing, you grant Augusta Lawn Care and its agents the right to: (a) enter upon the Augusta Lawn Care Business premises for the purpose of conducting inspections, and you shall cooperate with Augusta

Lawn Care representatives in such inspections by rendering such assistance as they may reasonably request; (b) photograph your Augusta Lawn Care Business and observe and record video of your Business's operation for consecutive or intermittent periods as Augusta Lawn Care deems necessary; (c) interview your personnel and customers; and (d) inspect and copy any books records and documents related to your Augusta Lawn Care Business's operation. You shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. If any inspection reveals that you are not in compliance with any provision of this Agreement, the Manual, or any of Augusta Lawn Care's standards and/or specifications, you shall be deemed in breach of your obligations under this Agreement and Augusta Lawn Care shall have the right to terminate this Agreement as provided under Section 10.2 of this Agreement, if you fail to cure the breach before the expiration of all applicable notice and cure periods. You further agree that You will reimburse Augusta Lawn Care for its representative's time and travel expenses if an additional inspection at the Augusta Lawn Care Business is required when a violation has occurred and You have not corrected the violation.

7.2.5 Customer Satisfaction

You must present customers with such evaluation cards or forms as the Franchisor may periodically prescribe, for return by the customers to Augusta Lawn Care. If Your scores from the customer response forms do not meet Augusta Lawn Care's then-current standards, as may be described in the Manual, Augusta Lawn Care may suggest ways in which You can improve Your scores. If You do not take immediate, effective steps to bring Your operation into conformity with Augusta Lawn Care's standards, Your failure to do so will constitute a material breach of this Agreement, and You shall be subject to termination pursuant to Section 10.2.

You shall respond to all customer complaints suggestions and the like via e-mail, telephone, or regular mail within 48 hours of submission by the customer or prospective customer.

7.2.6 Maintenance Requirements

All equipment repairs shall be completed within seventy-two (72) hours. Any damaged or "worn" equipment shall be repaired (reupholstered, etc.) every six months, or as needed. Interior walls of common areas shall be painted or "touched up" every six months, or as needed. You shall maintain the Augusta Lawn Care Business in accordance with the requirements set forth in the Manual. From time-to-time, Augusta Lawn Care may require You to remodel all or part of the Augusta Lawn Care Business and purchase new equipment, furniture, fixtures, signs and other such items as Augusta Lawn Care designates in its sole discretion. You must promptly, at Your own cost and expense, remodel refurbish, and improve the Augusta Lawn Care Business as instructed by Augusta Lawn Care.

7.2.7 Notification of Complaints

You shall notify Augusta Lawn Care promptly if You are served with a complaint or demand in any legal proceeding that is in any way related to the Augusta Lawn Care Business or if You become aware that You are the subject of any complaint to or investigation by a governmental

agency, governmental licensing authority, or consumer protection agency. You shall notify Augusta Lawn Care immediately upon receipt of any notice of a breach of the lease agreement for the premises of the Augusta Lawn Care Business. You must notify Augusta Lawn Care of any claim arising from or affecting the financial condition of your Augusta Lawn Care Business.

7.2.8 Computer System Requirements

You shall purchase and maintain a computer and point-of-sale system, as designated by Augusta Lawn Care (the “POS System”), to be used in the operation of the Augusta Lawn Care Business and for reporting purposes. You shall comply with the following provisions relating to the POS System:

- (a) You shall update and upgrade the POS System as designed by Augusta Lawn Care. Augusta Lawn Care may require you to enter into a separate maintenance and/or support agreement for your POS System, at any time, at your sole cost and expense;
- (b) You shall record all sales at or from the Augusta Lawn Care Business at the time of sale, in accordance with Augusta Lawn Care’s procedures, on the POS System;
- (c) You shall comply with such requirements determined by Augusta Lawn Care, from time-to-time, regarding maintenance, training, storage and safeguarding of data, records, reports, and other matters relative to the POS System; and
- (d) Augusta Lawn Care has the right to independently access any and all information on your POS System, at any time, without first notifying you. Without limiting the generality of the foregoing, you shall, at your sole cost and expense, permit Augusta Lawn Care immediate access to your POS System, electronically or otherwise, at all times, without prior notice to you. Augusta Lawn Care shall have the right to use the information accessed on the POS System in any manner Augusta Lawn Care determines, including the right to use any and all such information in Augusta Lawn Care’s Franchise Disclosure Document, and to share financial statements, including profit and loss statements, with other System franchisees.

AUGUSTA LAWN CARE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE ANY THIRD PARTY MATERIALS. AUGUSTA LAWN CARE DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE COMPUTER SYSTEM, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. AUGUSTA LAWN CARE DOES NOT WARRANT THAT THE COMPUTER SYSTEM WILL BE FREE FROM DEFECTS OR THAT USE OF THE COMPUTER SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

IN NO EVENT WILL AUGUSTA LAWN CARE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPUTER SYSTEM OR ITS USE.

7.2.9 Data Security

You shall use your best efforts to protect your customers against any and all data breaches and cyber-events, including, without limitation, identity theft or theft of personal information (a “Data Security Breach”). If a Data Security Breach occurs, in the interest of protecting the goodwill associated with the Augusta Lawn Care brand and franchise system, Augusta Lawn Care hereby reserves the right to (but does not undertake the obligation to) directly or through its designee, perform or control any and all aspects of the response to such Data Security Breach, including, without limitation, the investigation, containment and resolution of the event and all communications with the franchise system, vendors and suppliers, customers, law enforcement agencies, regulatory authorities and the general public. You hereby acknowledge and agree that a Data Security Breach and/or any response to a Data Security Breach may impact operations of the Business, including, without limitation, interruption in operations. You hereby acknowledge and agree that neither Augusta Lawn Care nor any of its parents, affiliates, subsidiaries, owners, officers, directors, or employees shall be liable to You for any damages arising out of or resulting from any Data Security Breach or any action or inaction in response to a Data Security Breach. You shall at all times be compliant with all Payment Card Industry Data Security Standards, any and all requirements imposed by all applicable payment processors and payment networks, including credit card and debit card processors, and any and all state and federal laws, rules and regulations relating to data privacy, data security and security breaches. You hereby acknowledge and agree that if Augusta Lawn Care engages or designates a third party service provider to administer a data security program, you will be required to comply with the requirements of such service provider. It is your responsibility to ensure that you operate the Business at all times in compliance with all aforementioned laws, rules, regulations and requirements and you are strongly encouraged to engage legal, and data security professionals, including insurance providers to ensure your full compliance and adequate protection.

7.3 Management and Personnel

You are not required to devote a minimum number of hours to the management and operation of Your Augusta Lawn Care Business. However, another employee who has successfully completed Augusta Lawn Care initial training program shall be present at the Business whenever the Augusta Lawn Care Business is open for business. You shall maintain, at all times, a staff of competent conscientious and trained employees sufficient to operate the Augusta Lawn Care Business in compliance with Augusta Lawn Care’s standards. Augusta Lawn Care does not direct or control labor or employment matters for You or Your employees, or for any of Augusta Lawn Care’s franchisees and/or their employees. Augusta Lawn Care may make suggestions and may provide guidance relating to such matters; however it is entirely Your responsibility to determine whether

to adopt, follow and/or implement any of our suggestions or guidance. Notwithstanding anything contained in this Agreement to the contrary, mandatory specifications, standards and operating procedures including as set forth in any manual, do not include the terms or conditions of employment for any of your employees, nor do they include mandated or required personnel policies or procedures.

7.4 Advertising

Recognizing the value of advertising, marketing, and promotion, and the importance of the standardization of advertising, marketing, and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

7.4.1 Intentionally Omitted.

7.4.2 Websites

Unless otherwise approved in writing by Augusta Lawn Care, You shall not establish a separate Website. However, Augusta Lawn Care shall have the right to require that You have one or more references or webpage(s), as designated and approved in advance by Augusta Lawn Care, within Augusta Lawn Care’s principal Website, which is currently www.augustalawncareservices.com (“Our Website”). The term “Website” means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including, but not limited to, any account, page, or other presence on a social or business networking media site, such as Facebook, Twitter, Linked In, and on-line blogs and forums (“Networking Media Sites”). Augusta Lawn Care shall have the right to require that You not have any Website other than the webpage(s), if any, made available on Our Website.

7.4.2.1 Augusta Lawn Care Website

Augusta Lawn Care may approve a separate Website for You (which Augusta Lawn Care is not obligated to approve; and which approval, if granted, may later be revoked by Augusta Lawn Care) subject to the conditions set forth in this Section 7.6.2.1:

- (a) You specifically acknowledge and agree that any Website owned or maintained by or for the benefit of You shall be subject to Augusta Lawn Care’s prior review and approval;
- (b) Any expenditures by You in connection with any Website shall not count towards fulfilling Your advertising obligations under this Section 7 of the Agreement;
- (c) Before establishing any Website, You shall submit to Augusta Lawn Care, for Augusta Lawn Care’s prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta tags) in the form and manner Augusta Lawn Care may reasonably require;

- (d) Augusta Lawn Care may designate a single vendor or supplier for the purposes of assisting You in creating Your Website;
- (e) If approved, You shall not subsequently modify such Website without Augusta Lawn Care's prior written approval as to such proposed modification;
- (f) You shall comply with the standards and specifications for Websites that Augusta Lawn Care may periodically prescribe in the Manual or otherwise in writing;
- (g) If required by Augusta Lawn Care, You shall establish such hyperlinks to Augusta Lawn Care's Website and other Websites as Augusta Lawn Care may request in writing; and
- (h) You shall not make any posting or other contribution to a Networking Media Site relating to Augusta Lawn Care, the System, the Proprietary Marks, or the Franchised Business that: (i) is derogatory, disparaging, or critical of Augusta Lawn Care; (ii) is offensive, inflammatory, or indecent; (iii) harms the goodwill and public image of the System and/or the Proprietary Marks; or (iv) violates Augusta Lawn Care's policies relating to the use of Networking Media Sites.

7.4.2.2 Changes to Technology

You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, You agree that Augusta Lawn Care shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and You agree that You shall abide by those reasonable new standards established by Augusta Lawn Care as if this Agreement were periodically revised by Augusta Lawn Care for that purpose.

7.4.3 Intentionally Omitted.

7.4.4 Marketing Materials

All marketing and promotion by You shall be in such media and of such type and format as Augusta Lawn Care may approve, shall be conducted in a dignified manner and shall conform to such standards and requirements as Augusta Lawn Care may specify. You shall not use any advertising or promotional plans or materials unless and until You have received written approval from Augusta Lawn Care. You shall provide satisfactory evidence of Your local advertising and promotion expenditures in such a manner as Augusta Lawn Care shall direct in the Manual or otherwise in writing from time-to-time. Augusta Lawn Care may make available to You, from time-to-time, at Your expense, such promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials.

7.4.5 Promotions

You acknowledge that periodic rebates, give-a-ways, and other promotions and programs are an integral part of the System. Accordingly, You, at your sole cost and expense, shall, from time-to-time, issue and offer such rebates, give-a-ways, and promotions, in accordance with any reasonable advertising programs established by Augusta Lawn Care, and shall further honor such rebates, give-a-ways, and promotions, issued by Augusta Lawn Care, as long as all of the above does not contravene regulations and laws of appropriate government agencies.

7.4.6 Intentionally Omitted.

7.4.7 Franchise Advisory Council

Augusta Lawn Care shall have the right, in its discretion, to require the establishment of a franchise advisory council (the “Advisory Council”) in Your Approved Territory. In the event such Advisory Council is established, You shall participate actively in the Advisory Council as Augusta Lawn Care designates and participate in all Advisory Council meetings approved by Augusta Lawn Care. Augusta Lawn Care reserves the right to prepare and amend the governing documents for the Advisory Council from time-to-time, in its sole discretion, at any time. Augusta Lawn Care, in its sole discretion, will determine the topic areas to be considered by the Advisory Council. The purpose of the Advisory Council shall include, but is not limited to, exchanging ideas and problem-solving methods, advising Augusta Lawn Care on expenditures for system-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time-to-time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by Augusta Lawn Care. Augusta Lawn Care shall have the right to form, change, or dissolve an Advisory Council at any time in its sole discretion.

7.5 Financial Information

7.5.1 Records

You shall record all sales and all receipts of revenue on individual serial-numbered receipts. Bank Deposits must validate all receipts. You shall retain daily sales reporting forms and accompanying records for at least three (3) years after the date of sale (or for a longer period if required by state or local law). You shall retain all other records and receipts used in the ordinary course of business. You shall furnish all records to Augusta Lawn Care upon request.

7.5.2 Reports

You shall submit to Augusta Lawn Care, on or before the tenth (10th) day following the end of each month, financial reports on the income and expenses of the Augusta Lawn Care Business in the format specified in the Manual. You shall also submit to Augusta Lawn Care, at the time of filing, copies of all federal state and local income, sales, and property tax returns. Augusta Lawn Care will use this data to confirm that You are complying with Your obligations under this Agreement, and to formulate earnings and expense information for possible disclosure to

prospective franchisees. In addition to the foregoing, on or before the tenth (10th) day following the end of each month, you shall submit proof of payment for any leasehold rental obligations, sales tax, and payroll taxes.

7.6 Insurance

7.6.1 Minimum Insurance Requirements

You shall procure, prior to the commencement of any activities or operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at Your expense, an insurance policy or policies protecting You, Augusta Lawn Care, and their respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, business interruption, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Business, including, but not limited to, comprehensive general liability insurance, property insurance (including, but not limited to, fire, vandalism, and malicious mischief insurance for the replacement value of the Augusta Lawn Care Business and its contents), casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of Business, if applicable. Such policy or policies shall be written by a responsible carrier or carriers acceptable to Augusta Lawn Care, shall name Augusta Lawn Care and its subsidiaries and affiliates as additional insureds, shall provide for Augusta Lawn Care to receive notice upon cancellation or any event of default, including non-payment, and shall provide at least the types and minimum amounts of coverage specified in the Manual. Augusta Lawn Care shall have the right, from time-to-time, to make such changes in minimum policy limits and endorsements in the Manual or otherwise in writing as it may determine in its reasonable discretion.

7.6.2 Non-Waiver

Your obligation to obtain and maintain the policy or policies in the amounts specified in the Manual shall not be limited in any way by reason of any insurance that may be maintained by Augusta Lawn Care, nor shall Your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 8.5 of this Agreement.

7.6.3 Franchisor Entitled to Recover

All public liability and property damage policies shall contain a provision that Augusta Lawn Care, although not named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Augusta Lawn Care or its agents or employees by reason of the negligence of You or your agents or employees.

7.6.4 Certificates of Insurance

Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, You shall deliver to Augusta Lawn Care Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Augusta Lawn Care in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

7.6.5 Right to Procure Insurance

Should You, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time-to-time by Augusta Lawn Care in the Manual or otherwise in writing, Augusta Lawn Care shall have the right and authority (but not the obligation) to procure and maintain such insurance in Your name and to charge same to You, which charges, together with Our reasonable expenses in so acting, shall be payable by You immediately upon notice. The foregoing remedies shall be in addition to any other remedies Augusta Lawn Care may have under this Agreement, or at law or in equity.

7.7 Financial and Legal Responsibility

7.7.1 Compliance with Law

You shall comply with all federal, state and local laws and regulations pertaining directly or indirectly to the Augusta Lawn Care Business. You shall keep current and legally compliant all licenses, permits, bonds, contracts, and deposits made to or required by any government agency in connection with the operation of the Augusta Lawn Care Business. You are responsible for compliance with all requirements imposed by applicable law rule, or regulation.

7.7.2 Payment of Indebtedness

You shall pay promptly when due all taxes and debts that You incur in the conduct of Your business.

7.8 Franchised Business Operations

You shall use the Business solely for the operation of the business franchised hereunder; shall keep the Business open and in normal operation for such minimum hours and days as Augusta Lawn Care may specify in the Manual or otherwise directs from time-to-time; shall refrain from using or permitting the use of the Business for any other purpose or activity at any time without first obtaining the written consent of Augusta Lawn Care; and shall operate the Business in strict conformity with such methods, standards, and specifications as Augusta Lawn Care may, from time-to-time, prescribe in the Manual or otherwise in writing. You shall refrain from deviating from such standards, specifications, and procedures without Augusta Lawn Care's prior written consent.

8. RELATIONSHIP OF PARTIES

8.1 Interest in Marks and System

You expressly understand and acknowledge that:

- (a) Augusta Lawn Care (or its affiliate(s)) is the owner of all rights, title and interest in and to the Marks and the goodwill associated with and symbolized by them;
- (b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System;
- (c) Neither You nor any principal of You shall directly or indirectly contest the validity of Augusta Lawn Care's ownership of the Marks, nor shall You directly or indirectly, seek to register the Marks with any government agency;
- (d) Your use of the Marks does not give You any ownership interest or other interest in or to the Marks, except the licensure granted by this Agreement;
- (e) Any and all goodwill arising from Your use of the Marks shall inure solely and exclusively to Augusta Lawn Care's benefit, and upon expiration or termination of this Agreement, and the license herein granted, no monetary amount shall be assigned or attributable to any goodwill associated with Your use of the System or the Marks; and
- (f) The right and license of the Marks granted hereunder to You is non-exclusive, and Augusta Lawn Care thus has and retains the rights, among others:
 - i. to use the Marks itself in connection with selling services, products and other;
 - ii. to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees;
 - iii. to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to You; and
 - iv. to, from time-to-time, modify or delete existing Marks upon notice to You. You have absolutely no right to use any specific deleted mark owned or controlled by Augusta Lawn Care or its Affiliates.

8.2 Independent Status

It is expressly agreed that the parties intend by this Agreement to establish between you and Augusta Lawn Care the relationship of franchisee and franchisor. It is further agreed that you have no authority to create or assume in Augusta Lawn Care's name or on Augusta Lawn Care's behalf any obligation express or implied or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. Neither you nor Augusta Lawn Care is the employer, employee, agent, partner, fiduciary or co-venturer, of or with the other, each being independent. All employees and agents hired or engaged by or working for you will be only the employees or agents of yours and will not, for any purpose be deemed employees or agents of Augusta Lawn Care nor subject to Augusta Lawn Care's control. Augusta Lawn Care has no authority to exercise control over the hiring or termination of your employees, independent contractors, agents or others who work for you, their compensation, working hours or conditions, or their day-to-day activities, except to the extent necessary to protect the brand and the Marks. You shall file your own tax, regulatory and payroll reports with respect to your employees, agents and contractors, and you shall save, indemnify and hold Augusta Lawn Care and its parents, affiliates, owners, officers, directors and subsidiaries harmless from any and all liability, costs and expenses, of any nature, that any such party incurs related to these obligations. You shall, in all respects, be an independent contractor and nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint-venturer, joint-employer, partner, employee or servant of the other for any purpose whatsoever. Without limiting the foregoing, You are an independent legal entity and must make this fact clear in Your dealings with suppliers, lessors, government agencies, employees, customers and others. You and Augusta Lawn Care are completely separate entities and are not fiduciaries, partners joint-venturers, or agents of the other in any sense, and neither party has the right to bind the other. No act or assistance by either party to the other pursuant to this Agreement may be construed to alter this relationship. You are solely responsible for compliance with all federal, state, and local laws rules and regulations, and for complying with Augusta Lawn Care policies, practices, and decisions relating to the operation of the Augusta Lawn Care Business. You shall rely on Your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. You may not expressly or implicitly hold Yourself out as an employee, partner, shareholder, member, joint-venturer or representative of Augusta Lawn Care, nor may You expressly or implicitly state or suggest that You have the right or power to bind Augusta Lawn Care, or to incur any liability on Augusta Lawn Care's behalf. You may not use the Trade Name or Marks as part of Your corporate name limited liability company name or limited partnership name. There is no fiduciary duty between You and Augusta Lawn Care.

8.3 Display of Disclaimer

You shall conspicuously display a sign that states that "THIS AUGUSTA LAWN CARE BUSINESS IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS" within each Business, business cards, client/customer agreements, stationery, purchase order forms, invoices, and other documents that You use in Your business dealings with suppliers, government agencies, employees and customers must clearly identify You as an independent legal entity.

8.4 Confidentiality

You acknowledge and agree that the information, ideas, forms, marketing plans and other materials disclosed to You under this Agreement, whether or not included in the Manual, are confidential and proprietary information and trade secrets of Augusta Lawn Care. Any and all information, knowledge and techniques which Augusta Lawn Care designates as confidential shall be deemed confidential for purposes of this Agreement, except information which You can demonstrate came to Your attention prior to disclosure thereof by Augusta Lawn Care or which, at or after the time of disclosure by Augusta Lawn Care to You, had become or later becomes a part of the public domain, through publication or communication by others. You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third-party, except to Your employees and agents, as necessary in the regular conduct of the Augusta Lawn Care Business, and except as authorized in writing by Augusta Lawn Care. You shall be responsible for requiring compliance of Your Related Parties and employees with the provisions of this Section. You shall obtain signed Nondisclosure, Nonsolicitation and Noncompetition Agreements, in the form of Exhibit E to this Agreement, from Your Related Parties and employees, and send Augusta Lawn Care a copy of each such agreement upon demand.

8.5 Mutual Indemnification

You and your Related Parties agree to indemnify, defend and hold harmless us our affiliates, and our and their respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the “Indemnified Parties”) against, and to reimburse any one or more of the Indemnified Parties for, all claims obligations, and damages directly or indirectly arising out of or related to your act or omission, the act or omission of any of your Related Parties, employees, agents or representatives, the Augusta Lawn Care Business’s operation, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party’s negligence, unless (and then only to the extent that) the claims obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, claims include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants , arbitrators, attorneys’ fees, and expert witness fees costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this paragraph. Without limiting the foregoing, if Augusta Lawn Care is made a party to a legal proceeding in connection with Your act or omission, Augusta Lawn Care may hire counsel to protect its interests and bill You for all

costs and expenses incurred by Augusta Lawn Care. You shall promptly reimburse Augusta Lawn Care for such costs and expenses.

You shall notify Augusta Lawn Care immediately when you learn about an infringement or challenge to your use of any Mark, including the Augusta Lawn Care mark. Augusta Lawn Care will take the action Augusta Lawn Care deems appropriate in any such situation. Augusta Lawn Care has exclusive control over any proceeding or settlement concerning any of the Marks. You must take all actions that, in the opinion of Augusta Lawn Care's counsel, may be advisable to protect and maintain Augusta Lawn Care's interests in any proceeding or to otherwise protect and maintain Augusta Lawn Care's interests in the Mark. While Augusta Lawn Care is not required to defend you against a claim arising from your use of any of the Marks, Augusta Lawn Care will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark provided that (a) your use is and has been in accordance with the terms of this Agreement and such other terms as may be specified by Augusta Lawn Care; and (b) you notify us of the proceeding or alleged infringement in a timely manner and you have complied with Augusta Lawn Care's directions regarding the proceeding. Augusta Lawn Care has the right to control the defense and settlement of any proceeding. Augusta Lawn Care will not reimburse you for your expenses and legal fees for separate, independent legal counsel, or for expenses in removing signage or discontinuing your use of any Mark. Augusta Lawn Care will not reimburse you for disputes where Augusta Lawn Care and/or any of its parents, affiliates, successors or assigns challenges your use of a Mark.

8.6 Intentionally Omitted.

9. TRANSFER OF FRANCHISE

9.1 Franchisor's Right to Transfer

Augusta Lawn Care shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of Augusta Lawn Care shall become solely responsible for all obligations of Augusta Lawn Care under this Agreement from the date of assignment. You shall execute such documents or attornment, or other documents, as Augusta Lawn Care may request.

9.2 Franchisee's Condition Right to Transfer

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to You, and that Augusta Lawn Care has granted this franchise in reliance of Your (or, if You are a corporation, partnership, or limited liability company, your principals) business skill, financial capacity and personal character. Accordingly, neither You nor any immediate or remote successor to any part of Your interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity, which directly or indirectly owns any interest in You, shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer") this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of the Franchise without prior written consent of Augusta Lawn Care Any purported assignment or

transfer not having the written consent of Augusta Lawn Care, required by Section 9.3, shall be null and void and shall constitute a material breach of this Agreement, for which Augusta Lawn Care may immediately terminate without opportunity to cure pursuant to Section 10.2.1 of this Agreement. The foregoing remedies shall be in addition to any other remedies Augusta Lawn Care may have under this Agreement or at law or in equity.

9.3 Conditions of Transfer

Franchisee shall notify Augusta Lawn Care in writing of any proposed transfer of this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of Augusta Lawn Care Business, at least thirty (30) days before such transfer is proposed to take place. Augusta Lawn Care shall not unreasonably withhold its consent to any transfer. Augusta Lawn Care may, in its sole discretion, require any or all of the following as conditions of its approval:

- (a) That all of Your accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;
- (b) That You are not in default of any provision of this Agreement, any amendment or addendum hereof or successor hereto, or any other agreement between You and Augusta Lawn Care or its affiliates;
- (c) That the transferor shall have executed a general release, in a form prescribed by Augusta Lawn Care, of any and all claims against Augusta Lawn Care and its affiliates, and their respective officers, directors, agents, shareholders, and employees;
- (d) That the transferor (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Augusta Lawn Care may request) demonstrate to Augusta Lawn Care's satisfaction that it meets Augusta Lawn Care's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Augusta Lawn Care Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Augusta Lawn Care Business, taking into consideration the purchase price paid by the transferee for the Augusta Lawn Care Business;
- (e) That (1) at Augusta Lawn Care's option, (a) the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Augusta Lawn Care may request) enter into a written assignment, in a form satisfactory to Augusta Lawn Care, assuming and agreeing to discharge all of Your obligations under this Agreement, or (b) the transferee(s) execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the Augusta Lawn Care's then-current form of franchise agreement and other ancillary agreements as Franchisor may require for

the Augusta Lawn Care Business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, higher royalty fees, advertising contributions, or other fees, and a smaller or modified Territory, except that the transferee shall not be required to pay any initial franchise fee; and (2) the transferee's principal guaranty the performance of all such obligations in writing in a form satisfactory to Augusta Lawn Care;

- (f) That You remain liable for all of the obligations to Augusta Lawn Care in connection with the Augusta Lawn Care Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by Augusta Lawn Care to evidence such liability;
- (g) That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to Augusta Lawn Care) and the transferee's manager (if transferee or transferee's principal will not manage the Augusta Lawn Care Business), at the transferee's expense, have successfully completed any training programs then in effect upon such terms and conditions as Augusta Lawn Care may reasonably require and pay Augusta Lawn Care the then-current training fee;
- (h) Augusta Lawn Care approves the terms and conditions of the transfer agreement between transferor and transferee; and
- (i) You pay to Augusta Lawn Care a transfer fee of \$15,000; however, in the case of a transfer to a corporation or limited liability company formed by You for the convenience of ownership (as determined by Augusta Lawn Care in its sole discretion), no such transfer fee shall be required.

9.4 Franchisor's Right of First Refusal

If any party holding any direct or indirect interest in this Agreement, in You, or in all or substantially all of the assets of the Business desires to accept any bona fide offer from a third party to purchase such interest, You shall notify Augusta Lawn Care as provided in Section 9 hereof, and shall provide such information and documentation relating to the offer as Augusta Lawn Care may require. Augusta Lawn Care shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Augusta Lawn Care intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Augusta Lawn Care elects to purchase the seller's interest, closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by Augusta Lawn Care. If Augusta Lawn Care elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by Augusta Lawn Care as in the case of the third party's initial offer. Failure of Augusta Lawn Care to exercise the option afforded by this

Section 9 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 9, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that Augusta Lawn Care may not reasonably be required to furnish the same consideration, terms and/or conditions, then Augusta Lawn Care may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by Augusta Lawn Care at Augusta Lawn Care's expense, and the appraiser's determination shall be binding.

9.5 Death or Mental Incapacity

Upon the death, physical or mental incapacity of any person with an interest in this Agreement, in You, or in all or substantially all of the assets of the Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Augusta Lawn Care within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 9, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Augusta Lawn Care within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 10 hereof.

9.6 Non-Waiver

Augusta Lawn Care's consent to a transfer of any interest in this Agreement, in You, or in all or substantially all of the assets of the Business, shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Augusta Lawn Care's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

10. TERMINATION OF FRANCHISE

10.1 Termination by Consent of the Parties

This Agreement may be terminated upon the mutual consent of the parties.

10.2 Termination by Augusta Lawn Care

10.2.1 Immediate Termination upon Notice of Default

Upon the occurrence of any of the following defaults, Augusta Lawn Care may, at its option, terminate this Agreement effective immediately upon written notice to You:

- (a) If You misuse the Trade Name, Marks or the System, or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them, or if You use in the Augusta Lawn Care Business any names, marks, systems, logotypes or symbols that Augusta Lawn Care has not authorized You to use.
- (b) If You have any direct or indirect interest in the ownership or operation of any business other than the Augusta Lawn Care Business that is confusingly similar to the Augusta Lawn Care Business or uses the System or Marks, or if You fail to give Augusta Lawn Care a signed copy of the Nondisclosure, Nonsolicitation and Noncompetition Agreement, a form of which is attached hereto as Exhibit E for You (or if You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members) within ten (10) days after Augusta Lawn Care requests it.
- (c) If You attempt to assign or Transfer Your rights under this Agreement in any manner not authorized by this Agreement.
- (d) If You have made any material misrepresentations in connection with the acquisition of an Augusta Lawn Care Business or to induce Augusta Lawn Care to enter into this Agreement.
- (e) If You act without Augusta Lawn Care's prior written approval or consent in regard to any matter for which Augusta Lawn Care's prior written approval or consent is expressly required by this Agreement.
- (f) If You cease to operate the Augusta Lawn Care Business, unless (i) operations are suspended for a period of no more than one hundred and eighty (180) days, and (ii) the suspension is caused by fire, condemnation, or other act of God.
- (g) If You fail to permanently correct a breach of this Agreement, or to meet the operational standards stated in the Manual, after being twice requested in writing by Augusta Lawn Care to correct a similar breach or meet a similar standard in any twelve (12) months period.
- (h) If a threat or danger to public health or safety results from the construction, maintenance or operation of the Augusta Lawn Care Business.
- (i) Except as otherwise required by the United States Bankruptcy Code, if You become insolvent, are adjudicated a bankrupt, or file or have filed against You a petition in bankruptcy, reorganization, or similar proceeding.

- (j) If You plead guilty to, plead no contest to, or are convicted of, a felony, a crime involving moral turpitude, or any other crime or offense that Augusta Lawn Care believes is reasonably likely to have an adverse effect on the System or Marks, the goodwill associated therewith, or Augusta Lawn Care's interest therein.
- (k) If You maintain false books or records, or submit any false reports to Augusta Lawn Care.
- (l) If You offer a product or service without Augusta Lawn Care's consent, or fail to offer any product or service designated by Augusta Lawn Care.
- (m) If You fail, within a one-month period, to attend three (3) scheduled or promised estimate appointments, without properly cancelling and notifying the prospective customer.
- (n) If You have multiple negative uncured online reviews, including, but not limited to, Yelp, BBB, Listen 360, Google Reviews, that have not been resolved to Franchisor's satisfaction.
- (o) If You fail, within a one-month period, to accept estimates and/or you restrict the flow of prospective leads.

10.2.2 Termination after Five Days' Notice to Cure

Augusta Lawn Care may, at its option, terminate this Agreement, effective five (5) days after written notice is given to You, if You fail to make any payment when due under this Agreement or any other agreement between You and Augusta Lawn Care.

10.2.3 Termination after Thirty Days' Notice to Cure

Upon the occurrence of any of the following defaults, Augusta Lawn Care may, at its option, terminate this Agreement after thirty (30) days' notice to cure:

- (a) If You fail to submit to Augusta Lawn Care in a timely manner any information You are required to submit under this Agreement.
- (b) If You fail to begin operation of the Augusta Lawn Care Business within the time limits as provided in this Agreement, or if You fail to operate your Augusta Lawn Care Business in accordance with this Agreement and/or the Manual.
- (c) If you market to, or acquire, customers or leads inside the designated Territory of another franchisees.

- (d) If You default in the performance of any other obligation under this Agreement, or any other agreement with Augusta Lawn Care.

Under this Section 10.2.3, Augusta Lawn Care may terminate this Agreement only by giving written notice of termination stating the nature of such default to You at least thirty (30) days prior to the effective date of termination; provided, however, that You may avoid termination by immediately initiating a remedy to cure such default, curing it to Augusta Lawn Care's satisfaction, and by promptly providing proof thereof to Augusta Lawn Care within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to You effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

10.3 Rights and Obligations After Termination or Expiration

Upon termination of this Agreement for any reason, the parties will have the following rights and obligations:

- (a) Augusta Lawn Care will have no further obligations under this Agreement.
- (b) You shall pay Augusta Lawn Care a fee of, at least, Five Thousand Dollars (\$5,000) to account for our legal and/or administrative costs;
- (c) You shall give the final accounting for the Augusta Lawn Care Business, pay Augusta Lawn Care within thirty (30) days after termination all payments due to Augusta Lawn Care, and return the Manual and any other property belonging to Augusta Lawn Care.
- (d) You shall immediately and permanently cease to operate the Augusta Lawn Care Business. You shall immediately and permanently stop using the Marks or any confusingly similar marks, the System, or any advertising, signs, stationery, or forms that bear identifying marks or colors that might give others the impression that You are operating an Augusta Lawn Care Business, You shall refrain from any statement or action that might give others the impression that You are or ever were affiliated with the Augusta Lawn Care Franchise Network.
- (e) You shall promptly sign any documents and take any steps that, in the judgment of Augusta Lawn Care, are necessary to delete Your listings from classified telephone directories, disconnect, or, at Augusta Lawn Care's option, assign the Augusta Lawn Care all telephone numbers that have been used in the Augusta Lawn Care Business, and terminate all other references that indicate You are or ever were affiliated with Augusta Lawn Care or an Augusta Lawn Care Business. By signing this Agreement, You irrevocably appoint Augusta Lawn Care as Your attorney-in-fact to take the actions described in this paragraph if You do not do so Yourself

within seven (7) days after termination of this Agreement. You further irrevocably assign Your telephone numbers listed on Exhibit A, or hereinafter acquired for the operation of Your Augusta Lawn Care Business, to Augusta Lawn Care.

- (f) You shall maintain all records required by Augusta Lawn Care under this Agreement for a period of not less than five (5) years after final payment of any amounts You owe to Augusta Lawn Care when this Agreement is terminated (or such longer period as required by applicable law).

- (g) Augusta Lawn Care, or its designee, has an option to purchase the business from You, including but not limited to any or all of the physical assets of the Augusta Lawn Care Business, including its equipment, supplies and inventory, during a period of sixty (60) days following the effective date of termination. If Augusta Lawn Care notifies You that it (or its designee) wishes to purchase the assets of the business from You following Termination of this Agreement, You must immediately surrender possession of the Augusta Lawn Care Business to Augusta Lawn Care or Its designee upon demand. Augusta Lawn Care or its designee will operate the Augusta Lawn Care Business at its expense pending determination of the purchase price as set forth below. The equipment, supplies, and inventory will be valued as follows:
 - i. The lower of depreciated value or fair market value of the equipment supplies and inventory; and
 - ii. Depreciated value of other tangible personal property calculated on the straight-line method over a five (5) year life, less any liens or encumbrances.

Augusta Lawn Care must send written notice to You within thirty (30) days after termination of this Agreement of its (or its designee s) election to exercise the option to purchase. If the parties do not agree on a price within the option period, the option period may be extended for up to fifteen (15) business days to permit appraisal by an independent appraiser who is mutually satisfactory to the parties. If the parties fail to agree upon an appraiser within the specified period, each will appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser within ninety (90) days after termination who must determine the price for the physical assets of the Augusta Lawn Care Business in accordance with the standards specified above. This determination will be final and binding upon both Augusta Lawn Care, or Augusta Lawn Care's designee, as applicable, and You.

Augusta Lawn Care or its designee may exclude from the assets appraised any signs, equipment, inventory, and materials that are not reasonably necessary (in function or quality) to the operation of the Augusta Lawn Care Business, or that Augusta Lawn Care has not approved as meeting Augusta Lawn Care's then-

current standards, the purchase price determined by the appraisal will reflect such exclusions (the “Purchase Price”).

The Purchase Price shall be paid at a closing date not later than ninety (90) days after determination. Augusta Lawn Care has the right to offset against the Purchase Price any and all amounts that You or Your Related Parties owe Augusta Lawn Care and/or its Related Parties. At closing, You agree to deliver instruments transferring (i) good and marketable title to the assets purchased, free and clear of all liens and encumbrances, with all sales and transfer taxes paid by You (ii) all licenses and permits related to the business which can be assigned, (iii) the leasehold interest in the Approved Location, (iv) a release agreement signed by You and Your Related Parties in a form and substance acceptable to Augusta Lawn Care, and (v) such other documentation as we may reasonably request.

- (h) Augusta Lawn Care (or its designee) has an option to replace You as lessee under any equipment lease or note for equipment that is used in connection with the Augusta Lawn Care Business. Upon request by Augusta Lawn Care, You shall give Augusta Lawn Care or its designee copies of the leases for all equipment used in the Augusta Lawn Care Business immediately upon termination. Upon request by Augusta Lawn Care, You shall allow Augusta Lawn Care and/or its designee the opportunity, at a mutually satisfactory time, to inspect the leased equipment. Augusta Lawn Care must request the information and access described in this paragraph within fifteen (15) days after termination. It must advise You of its (or its designee’s) intention to exercise the option within fifteen (15) days after it has received the information and/or inspected the equipment. Augusta Lawn Care or its designee may assume any equipment lease in consideration of its assumption of future obligations under the lease. Upon exercise of this option by Augusta Lawn Care or its designees, You shall be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.
- (i) If Augusta Lawn Care declines to exercise the option, purchase, or assume the lease on Your equipment, You may sell it to either another Augusta Lawn Care franchisee or, with Augusta Lawn Care’s prior written approval, You may de-brand the equipment and sell it to a non-franchisee.
- (j) You may not sell, or in any way divulge, the client list of Your Augusta Lawn Care Business. Your phone number, email address, website, Google listings, software subscriptions, and client information and contracts, are the property of Augusta Lawn Care and must be transferred to Augusta Lawn Care upon the expiration or termination of this Agreement.

- (k) If the premises are leased from a third-party, and if Augusta Lawn Care elects, you shall immediately assign your interest in the lease to Augusta Lawn Care or its designee and immediately surrender possession of the premises to Augusta Lawn Care. You are and shall remain liable for all of your obligations accruing up to the effective date of any lease agreement.
- (l) Franchisee and its Related Parties shall abide by the post-termination restrictive covenants in Section 8.6 of this Agreement.

10.4 No Limitation of Remedies

No right or remedy conferred upon or reserved to Augusta Lawn Care (including as set forth in Section 10.3 above) is intended to be, nor shall be deemed exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. Nothing herein shall be construed to deprive Augusta Lawn Care of the right to recover damages as compensation for lost future profits. Termination of this Agreement will not end any obligation of either party that has come into existence before termination. All obligations of the parties which, by their terms, or by reasonable implication are to be performed in whole or in part after termination, shall survive termination.

10.5 Limited Termination Right

This Agreement may be terminated by Franchisee upon sixty (60) days' notice, at any time, for any reason, so long as Franchisee or Franchisee's representatives participate in a recorded video call (currently using Zoom) with a representative of Franchisor, after providing notice to Franchisor but before the running of the 60-day notice period. If Franchisee complies with this obligation, and notwithstanding anything else contained herein to the contrary, Franchisee's client list, and Zuper account and data, remains the possession, custody or control of Franchisee. Franchisee shall thereafter be barred from using the Augusta Marks, logo, mascot, website, P4P software, command center, documents or templates downloaded from Dashboard (presently at AugustaFranchise.com), or any company-provided email account, as described in Section 10.3 hereof. It shall further be Franchisee's obligation to: (i) remove the vehicle logos and repaint same to a color besides yellow (if not sold to an independent third-party), remove all logos and likeness through Franchisee's Zuper account or, alternatively, close Franchisee's Zuper account; and (iii) remove any mention to Franchisor from Franchisee's marketing or promotional materials. Franchisor and Franchisee agree that, notwithstanding any termination by Franchisee, Franchisee shall remain liable for all fees incurred before the effective date of termination, including, without limiting the scope of fees due and owing, monthly fees, Command Center fees, and financed initial fees.

10.6 Alternatives to Termination

If Franchisee is in default under Section 10.2 hereof, any all applicable cure periods have passed, if any, in lieu of, and in addition to, Franchisor's right to terminate this Franchise Agreement,

Franchisee permits Franchisor or another franchisee of Franchisor to advertise and market, or operate at a physical location, in your Territory.

11. MISCELLANEOUS PROVISIONS

11.1 Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires.

11.2 Governing Law, Venue and Jurisdiction

11.2.1 This Agreement shall take effect upon its acceptance and execution by Augusta Lawn Care. Except to the extent governed by the United States Arbitration Act (9 U.S.C. § 1, et seq.), and the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C § 1050, et seq.), this Agreement, the franchise, and all claims arising from or in any way related to the relationship between Augusta Lawn Care, and/or any of its Related Parties, on the one hand, and you, and any of your owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the State of Washington, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchise, will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

11.2.2 In the event the arbitration clause set forth in Section 11.8 is inapplicable or unenforceable, and subject to Augusta Lawn Care’s rights, as outlined in Section 11.9, the following provision shall govern: The parties hereby expressly agree that the United States District Court for the Western District of Washington, or if such court lacks subject matter jurisdiction, the Whatcom County District Court, shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. You acknowledge that this Agreement has been entered into in the State of Washington and that you are to receive valuable and continuing services emanating from Augusta Lawn Care’s headquarters in Washington. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

11.3 Notices

The parties to this Agreement shall direct any notices to the other party at the Delivery Address specified below that party’s name on the final page of this Agreement, or at another address if advised in writing that the address has been changed. The parties shall notify each other in writing of any Delivery Address changes. Notices may be delivered by facsimile (with simultaneous mailing of a copy by first class mail), by electronic mail (with simultaneous mailing of a copy by certified mail), courier, federal express, or first class mail. Notice by facsimile and electronic mail

will be considered delivered upon submission, by courier, upon delivery, and by certified mail three days after posting. Any notice by a means which affords the sender evidence of delivery or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

11.4 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5 No Waivers

No delay, waiver, omission or forbearance on the part of Augusta Lawn Care to exercise any right, option, duty, or power arising out of any breach of default by You under any of the terms, provisions, covenants, or conditions hereof shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against You or as to subsequent breach or default by You. Subsequent acceptance by Augusta Lawn Care or any payments due to it hereunder shall not be deemed to be a waiver by Augusta Lawn Care of any preceding breach by You of any terms, provisions, covenants, or conditions of this Agreement.

11.6 Integration

This Agreement and all exhibits to this Agreement, constitute the entire agreement between the parties. This Agreement supersedes any and all prior negotiations, understandings representations and agreements. No representations have induced You to execute this Agreement with Augusta Lawn Care Except for those permitted to be made unilaterally by Augusta Lawn Care hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require You to waive reliance on any representation that Augusta Lawn Care made in the most recent disclosure document (including its exhibits and amendments) (the “FDD”) that Augusta Lawn Care delivered to You or Your representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

You acknowledge that you are entering into this Agreement as a result of your own independent investigation and not as a result of any representations (with the exception of those representations made in the FDD) made by Augusta Lawn Care, its members, managers, officers, directors, employees, agents, representatives or independent contractors that are contrary to the terms set forth in this Agreement. You acknowledge that the FDD you received contained a copy of this Franchise Agreement and that you reviewed the FDD and Franchise Agreement at least fourteen (14) days (or such other time as applicable law requires) before you signed this Agreement. You further understand acknowledge and agree that any information you obtain from any Augusta Lawn Care franchisee, including relating to their sales, profit, cash flows, and/or expenses, does

not constitute information obtained from Augusta Lawn Care, nor does Augusta Lawn Care make any representation as to the accuracy of any such information.

11.7 Negotiation and Mediation

11.7.1 Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. Other than an action by Augusta Lawn Care under Section 11.9 of this Agreement, the parties agree that if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

11.7.2 Initiation of Procedures

The party that initiates these procedures (“Initiating Party”) must give written notice to the other party, describing in general terms the nature of the dispute, specifying the Initiating Party’s claim for relief including the damages sought, and identifying one or more persons with authority to settle the dispute for him, her, or it. The party receiving the notice (“Responding Party”) has seven (7) days within which to designate by written notice to the Initiating Party one or more persons with authority to settle the dispute on the Responding Party’s behalf (the “Authorized Persons”).

11.7.3 Direct Negotiations

The Authorized Persons may investigate the dispute as they consider appropriate but agree to meet in-person at a location designated by Augusta Lawn Care within seven (7) days from the date of the designation of Authorized Persons to discuss resolution of the dispute. The Authorized Persons may meet at any times and places, and as often as they agree. If the dispute has not been resolved within ten (10) days after their initial meeting, either party may begin mediation procedures by giving written notice to the other party that it is doing so.

11.7.4 Selection of Mediator

The Authorized Persons will have seven (7) days from the date on which one party gives notice that he, she or it is beginning mediation within which to submit to one another written lists of acceptable mediators who are not associated with either of the parties. Within seven (7) days from the date of receipt of any list, the Authorized Persons must rank all the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest ranking one of these will be designated the mediator. If this process does not result in selection of a mediator, the parties agree jointly to request the arbitral organization designated in Section 11.8 to supply a list of qualified potential mediators. Within seven (7) days after receipt of the list, the parties must again rank the proposed mediators in numerical order of preference and must

simultaneously exchange their lists. The mediator having the highest combined ranking shall be appointed as mediator. If the highest ranking mediator is not available to serve, the parties must go on to contact the mediator who was next highest in ranking until they are able to select a mediator.

11.7.5 Time and Place for Mediation

In consultation with the parties, the mediator shall promptly designate a mutually acceptable time and place for the mediation. Unless circumstances make it impossible, the time may not be later than thirty (30) days after selection of the mediator.

11.7.6 Exchange of Information

If either party to this Agreement believes he, she, or it needs information in the possession of another party to this Agreement to prepare for the mediation, all parties must attempt in good faith to agree on procedures for an exchange of information, with the help of the mediator, if required.

11.7.7 Summary of Views

At least seven (7) days before the first scheduled mediation session, each party must deliver to the mediator, and to the other party, a concise written summary of its views on the matter in dispute and on any other matters that the mediator asks them to include. The mediator may also request that each party submit a confidential paper on relevant legal issues, which may be limited in length by the mediator, to him or her.

11.7.8 Representatives

In the mediation, each party must be represented by an Authorized Person, who must physically attend mediation, and may be represented by counsel. In addition, each party may, with permission of the mediator, bring with him, her or it any additional persons who are needed to respond to questions, contribute information, and participate in the negotiations.

11.7.9 Conduct of Mediation

The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful, after reviewing the position papers, the mediator shall give both himself or herself and the Authorized Persons an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the Authorized Persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties.

All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to

disclose the information to the other party. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

11.7.10 Termination of Procedure

The parties agree to participate in the mediation procedure to its conclusion as set forth in this section. The mediation may be concluded (1) by the signing of a settlement agreement by the parties, (2) by the mediator's declaration that the mediation is terminated, or (3) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

11.7.11 Fees of Mediator, Disqualification

The fees and expenses of the mediator must be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute, or any related or similar matter in which either of the parties is involved.

11.7.12 Confidentiality

The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator, is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible will not be excluded from discovery or made inadmissible simply because of its use in the mediation.

11.8 Arbitration

Except as provided in Section 11.9, and if not resolved by the negotiation and mediation procedures described in Section 11.7 above, any dispute, controversy, or claim between you and/or any of your Related Parties, on the one hand, and Augusta Lawn Care and/or any of Augusta Lawn Care's Related Parties, on the other hand, including, without limitation, any dispute, controversy, or claim arising under, out of in connection with or related to: (a) this Agreement; (b) the relationship of the parties; (c) the events leading up to the execution of this Agreement; (d) any loan or other finance arrangement between you and Augusta Lawn Care or its Related Parties; (e) the parties' relationship; (f) any System standard; (g) any claim based in tort or any theory of negligence; and/or (j) the scope or validity of the arbitration obligation under this Agreement, shall

be determined in Whatcom County, Washington, by the American Arbitration Association (“AAA”). This arbitration clause will not deprive Augusta Lawn Care of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction.

11.8.1 The arbitration will be administered by the AAA pursuant to its Commercial Arbitration Rules then in effect by one (1) arbitrator. The arbitrator shall be an attorney with substantial experience in franchise law. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear.

11.8.2 In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred.

11.8.3 Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action, associational action, or otherwise to join or consolidate any claim with any claim or any other proceeding involving third-parties. If a court or arbitrator determines that this limitation on joinder of, or class action certification of claims is unenforceable then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts in accordance with Section 11.8. The arbitration must take place in Whatcom County, Washington, or at such other location as Augusta Lawn Care designates.

11.8.4 The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or Augusta Lawn Care. The arbitrator may not, under any circumstance, (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement, or any reasonable standard of business performance that Augusta Lawn Care sets. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of Augusta Lawn Care is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including, but not limited to, any decision as to whether Section 11.8 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

11.8.5 The arbitrator can issue summary orders disposing of all or part of a claim, and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

11.8.6 The arbitrator will have subpoena powers limited only by the laws of the State of Washington.

11.8.7 The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute will otherwise have the same discovery rights as are available in civil actions under the laws of the State of Washington.

11.8.8 All other procedural matters will be determined by applying the statutory common laws and rules of procedure that control a court of competent jurisdiction in the state of Washington.

11.8.9 Other than as may be required by law, the entire arbitration proceedings (including but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

11.8.10 The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction.

11.8.11 Augusta Lawn Care reserves the right, but has no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished Augusta Lawn Care's right to seek recovery of those costs against you.

11.8.12 The Arbitrator shall render a reasoned award unless otherwise requested by the parties. If Augusta Lawn Care requests a more detailed award, i.e. "findings of fact and conclusions of law," the parties shall evenly split the excess cost above the cost required for a reasoned award. However, if You request an award more detailed than a reasoned award, i.e. "findings of facts and conclusions of law," You shall bear the entire additional cost required for such award, which cost is above the cost for a reasoned award.

11.8.13 Should Augusta Lawn Care prevail in any arbitration, the Arbitrator shall require You to pay all expenses of Arbitration, as well as Augusta Lawn Care's attorneys' fees and costs.

11.9 Exceptions to Arbitration and Mediation

11.9.1 Notwithstanding the provisions of Sections 11.7 and 11.8 of this Agreement, Augusta Lawn Care shall be entitled, with a bond of not more than \$10,000, to the entry of temporary, preliminary and permanent injunctions, and orders of specific performance, enforcing the provisions of this Agreement in any court of competent jurisdiction relating to: (a) Your, and/or any of Your Related Party's use of the Marks; (b) Your confidentiality covenants (Section 8); (c) Your obligations upon termination or expiration of the franchise; or (d) Transfer or assignment by You. If Augusta Lawn Care secures any such injunction (i.e. temporary restraining order, preliminary injunction, or permanent injunction) or order of specific

performance, you agree to pay to Augusta Lawn Care an amount equal to the aggregate of Augusta Lawn Care's costs of obtaining such relief including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and any damages incurred by Augusta Lawn Care as a result of the breach of any such provision.

11.9.2 Further, at the election of Augusta Lawn Care or its affiliate, the mediation and arbitration provisions of Sections 11.7 and 11.8, inclusive of all subparts, shall not apply to: (a) any claim by Augusta Lawn Care relating to your failure to pay any fee due to Augusta Lawn Care under this Agreement; and/or (b) any claim by Augusta Lawn Care or its affiliate relating to use of the Proprietary Marks and/or the System, including, without limitation, claims for violations of the Lanham Act; and/or (c) any claim by Augusta Lawn Care relating to a breach of your confidentiality obligations under this Agreement.

11.10 Injunctive Remedy for Breach

You recognize that You are a member of a Franchise Network and that Your acts and omissions may have a positive or negative effect on the success of other businesses operating under Augusta Lawn Care's Trade Name and in association with its Marks. Failure on the part of a single franchisee to comply with the terms of its franchise agreement is likely to cause irreparable damage to Augusta Lawn Care and to some or all of the other franchisees of Augusta Lawn Care. For this reason, You agree that if Augusta Lawn Care can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of Your breach or threatened breach of any of the terms of this Agreement, Augusta Lawn Care will be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage and without the necessity of posting bond or other security, any bond or other security being waived hereby. Franchisor has the exclusive right to seek relief pursuant to this section in a court of competent jurisdiction as defined in section 11.2.2 of this Agreement or any other court of competent jurisdiction. Notwithstanding, if any Court of competent jurisdiction, as described herein, determines that a bond or other security is required, You agree that you will not seek bond or security in excess of \$10,000 and, in fact, will oppose any effort by a Court to impose a bond or security in excess of \$10,000.

11.11 Limitations of Actions

You may not maintain an arbitration against the Franchisor or its Related Parties unless: (a) You deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to You, or when you should have known of said event had you been reasonably diligent; (b) thereafter, You must follow the negotiation and mediation procedures described above; and (c) You file an arbitration within one (1) year after the notice is delivered. While this Section 11.11 may limit the applicable statute of limitations, it is not intended to extend any applicable statute of limitation in any way. The limitations set forth in this Section 11.11 shall not apply to Augusta Lawn Care, its affiliates or its Related Parties.

11.12 Attorneys' Fees and Costs

If legal action or arbitration is necessary, including any motion to compel arbitration, or action on appeal, to enforce the terms and conditions of this Agreement, or for violation of this Agreement, Augusta Lawn Care will be entitled to recover reasonable compensation for preparation, investigation costs, court costs, arbitral costs, and reasonable accountants, attorneys, attorneys' assistants, and expert witness fees incurred by Augusta Lawn Care. Further, if Augusta Lawn Care is required to engage legal counsel in connection with any failure by You to comply with this Agreement, You shall reimburse Augusta Lawn Care for any of the above-listed costs and expenses incurred by Augusta Lawn Care, regardless of whether Augusta Lawn Care files or compels mediation, arbitration or litigation.

11.13 Severability

Except as expressly provided to the contrary herein, each portion, section, part term, and/or provision of this Agreement shall be considered severable, and if for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of or have any other effect upon, such other portions sections parts terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

11.14 Individual Dispute Resolution – No Class Action or Multi-Party Actions

Any legal action between or among the parties to this Agreement and any of their Related Parties shall be conducted on an individual basis and not on a consolidated or class-wide basis.

11.15 Waiver of Rights

THE PARTIES HERETO AND EACH OF THEM KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

11.15.1 Jury Trial. The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 11.8 is unenforceable. Each

party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

11.15.2 Damages Waiver. The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES, *except that* this waiver and limitation shall not apply with respect to (a) your obligation to indemnify Augusta Lawn Care pursuant to any provision of this Agreement, and/or (b) any claims Augusta Lawn Care brings against you and/or your guarantors for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, and any other cause of action under the Lanham Act and Augusta Lawn Care shall be entitled to receive an award of multiple damages, attorneys’ fees and all damages as provided by law.

11.15.3 The parties hereto and each of them EXPRESSLY AGREE(S) THAT IN THE EVENT OF ANY FINAL DETERMINATION ADJUDICATION OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY ARBITRATION OR OTHER FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES, *except that* AUGUSTA LAWN CARE may recover more than two (2) times its actual damages if you commit acts of willful trademark infringement or otherwise violate the Lanham Act, as provided by law.

11.15.4 You hereby expressly waive any and all rights, actions or claims for relief under the Federal Act entitled “Racketeer Influenced and Corrupt Organizations,” 18 U.S.C. § 1961, *et seq.* (“RICO”).

11.15.5 You hereby expressly agree that the existence of any claims You may have against Augusta Lawn Care or its Related Parties, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Augusta Lawn Care of the covenants contained in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys’ fees, incurred by Augusta Lawn Care in connection with the enforcement of any covenant contained in this Agreement.

11.16 Approval and Guaranty Provision

If You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members, shall approve this Agreement, permit You to furnish the financial information required by Augusta Lawn Care , and agree to the restrictions placed on them including restrictions on the transferability of their interests in the franchise and the Augusta Lawn Care Business and limitations on their rights to compete, and sign separately a Guaranty, guaranteeing Your payments and performance. Where required to satisfy our standards of creditworthiness, or to secure the obligations made under this Agreement, You may be asked to sign the Guaranty. Our form of Guaranty appears as Exhibit C to this Agreement.

11.17 Acceptance by Augusta Lawn Care

This Agreement will not be binding on Augusta Lawn Care unless and until an authorized management officer of Augusta Lawn Care has signed it.

11.18 Disclaimer of Representations

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED MANAGEMENT OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE. YOU UNDERSTAND THAT AUGUSTA LAWN CARE IS NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

11.19 Receipt

The undersigned acknowledges receipt of this Agreement and the Franchise Disclosure Document, with exhibits, at least fourteen (14) calendar days (unless otherwise required by applicable law) before execution of this Agreement or Your payment of any monies to us refundable or otherwise.

11.20 Opportunity for Review by Your Advisors

You acknowledge that we have recommended, and that You have had the opportunity to obtain a review of this Agreement, and our Franchise Disclosure Document, by Your lawyer, accountant or other business advisor before execution hereof.

11.21 Execution of Agreements

Each of the undersigned parties warrants that it has the full authority to sign this Agreement. If You are a partnership, limited liability company or corporation, the person executing this agreement on behalf of such partnership, limited liability company or corporation warrants to us, both individually and in his capacity as partner member, manager or officer, that all of the partners of the partnership all of the members or managers of the limited liability company, or all of the shareholders of the corporation, as applicable, have read and approved this Agreement, including any restrictions which this Agreement places upon rights to transfer their interest in the partnership limited liability company or corporation.

11.22 Independent Investigation

You acknowledge that You have conducted an independent investigation of the franchised business contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts. You acknowledge that You have been given the opportunity to clarify any provision of this Agreement that You may not have initially understood and that we have advised You to have this Agreement reviewed by an attorney.

11.23 No Guarantee of Earnings

You understand that neither Augusta Lawn Care nor any of our representatives and/or agents with whom You have met have made and are not making any guarantees express or implied, as to the extent of Your success in Your franchised business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Your franchised business.

11.24 No Personal Liability

You agree that fulfillment of any and all of our obligations written in this Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be Augusta Lawn Care's sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to You for any reason

11.25 Non-Uniform Agreements

Augusta Lawn Care makes no representations or warranties that all other agreements with Augusta Lawn Care System franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. You recognize, acknowledge and agree that Augusta Lawn Care may waive or modify comparable provisions of other franchise agreements granted to other System franchisees in a non-uniform manner.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS TO THE PROVISIONS OF THIS FRANCHISE AGREEMENT, the undersigned have signed this Agreement on the date set forth in Section 1 hereof.

FRANCHISOR:

FRANCHISEE:

AUGUSTA FRANCHISE LLC
doing business as Augusta Lawn Care

By: _____
Name: Mike Andes
Title: Managing Member
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Delivery Addresses for Notices:

Delivery Address for Notices:

Augusta Franchise LLC
8115 Birch Bay Square, Suite 133
Blaine, Washington 98230

Evan M. Goldman, Esquire
Greenspoon Marder LLP
One Riverfront Plaza
1037 Raymond Boulevard, Suite 900
Newark, New Jersey 07102

EXHIBIT A TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. The Effective Date set forth in the introductory Paragraph of the Franchise Agreement is: _____, 20__.

2. The Franchise Owner set forth in the introductory Paragraph of the Franchise Agreement is: _____.

3. The address for notice and payments to Franchise Owner under Section 11.3 of the Franchise Agreement is:

4. Your Initial Franchise Fee, pursuant to Section 6.1 of the Franchise Agreement, shall be:

5. Your site is located at:

6. Your Approved Territory, if any, is the following geographic area:

If map is attached, check here: _____

EXHIBIT B TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchise: _____

Trade Name (if different than above): _____

Form of Ownership
(Check One)

Individual Partnership Corporation Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Role	Ownership Percentage

Principal Manager. The following individual is hereby designated the “Principal” of the Franchise business. Augusta Franchise LLC, and all of its vendors, suppliers, and associates may rely entirely on instructions from said Principal on behalf of the aforesaid franchise, to the

exclusion of, and overriding, instructions from anyone else purporting to represent the franchise. The only accepted method to change the identification of the Principal is to produce a signed statement to that effect, signed by 100% of the owners of the Franchise.

Name of Principal: _____

Franchisee acknowledges that this Statement of Ownership applies to the Augusta Lawn Care Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must reported to Franchisor in writing.

FRANCHISEE:

Business Entity Name (if any):

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners (referred to as “you” or “your” for purposes of this Guaranty only) of _____ (the “Business Entity”) under the Franchise Agreement dated _____ (the “Agreement”) with Augusta Franchise LLC, a Washington limited liability company (“we,” “us,” or “our”).

1. **Incorporation of Terms.** Each term of the Agreement is incorporated into this Guaranty.

2. **Guaranty.** In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of you agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. **Payment.** If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. **Waivers.** Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. **Consents and Agreements.** Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to the Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will

continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

6. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

7. **Effectiveness.** Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Washington law and we may enforce our rights regarding it in the courts of Whatcom County, Washington. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now signs and delivers this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

Signature of Each Guarantor	Percentage of Ownership in Franchisee
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

EXHIBIT D TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT

**SAMPLE GENERAL RELEASE AGREEMENT
WAIVER AND RELEASE OF CLAIMS**

This Waiver and Release of Claims (“Release”) is made as of _____, 20__ by _____, a(n) _____ (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of Augusta Franchise LLC, a Washington limited liability company (“Franchisor,” and together with Releasor, the “Parties”).

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (“Agreement”) pursuant to which Franchisee was granted the right to own and operate an Augusta Lawn Care Business (as defined in the Agreement);

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, (enter into a successor franchise agreement) and Franchisor has consented to such transfer (agreed to enter into a successor franchise agreement); and

WHEREAS, as a condition to Franchisor’s consent to the transfer (Franchisee’s ability to enter into a successor franchise agreement), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor’s consent to the transfer (Franchisor entering into a successor franchise agreement), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, renewals and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them,

hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, renewals and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business or their reputation.

4. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Washington.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorney fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject

matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

h. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RWC 19.100, and the rules adopted thereunder.

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

Dated: _____, 20__

FRANCHISEE:

By: _____
Title: _____

FRANCHISEE’S OWNERS:

Date: _____

Signature

EXHIBIT E TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT

NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT

This Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of Augusta Franchise LLC, a Washington limited liability company, and its renewals and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. Definitions.

“*Competitive Business*” shall mean any and all businesses that are competitive with Augusta Lawn Care Businesses, including, without limitation, any (a) business that provides services for the establishment, care, and conditioning of lawns or other vegetation, including, but not limited to, trees, shrubbery and other plant life, or any related or ancillary services, (c) other Augusta Lawn Care franchises, (d) any business offering Approved Products and Services of a similar nature to those of the Business, or (e) in any business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses described in subparts (a)-(e) of this Section. Furthermore, the Restricted Parties shall not divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of an Augusta Lawn Care Business, whether now in existence or created in the future.

“*Franchisee*” means the Augusta Lawn Care franchisee for whom you are an officer, director, employee or independent contractor.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of an Augusta Lawn Care Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of an Augusta Lawn Care Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Augusta Lawn Care Business, including “Augusta Lawn Care”, and any other trademarks, service marks or trade names that we designate for use by an Augusta Lawn Care Business. The term “Marks” also includes any distinctive trade dress used to identify an Augusta Lawn Care Business, whether now in existence or hereafter created.

“Prohibited Activities” means any or all of the following: (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business) within a 25 mile radius of another Augusta Lawn Care business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

“Restricted Period” means the two (2) year period after you cease to be a manager of Franchisee’s Augusta Lawn Care Business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the “Restricted Period” means the one (1) year period after you cease to be a manager or officer of Franchisee’s Augusta Lawn Care Business.

“Restricted Territory” means the geographic area within: (i) a 25 mile radius from Franchisee’s Augusta Lawn Care Business (and including the address of primary operation); and (ii) a 25 mile radius from all other Augusta Lawn Care Business that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the “Restricted Territory” means the geographic area within a 15 mile radius from Franchisee’s Augusta Lawn Care Business (and including the premises of the Business).

“System” means our system for the establishment, development, operation and management of an Augusta Lawn Care Business, including Know-how, proprietary programs and products, confidential operations manuals and operating system.

2. **Background.** You are an officer, director, or manager of Franchisee. As a result of this relationship, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Intellectual Property.** You agree: (i) you will not use the Know-how in any business or capacity other than Augusta Lawn Care Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time-to-time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager of Franchisee’s Augusta Lawn Care Business. You further agree that you will not use the Intellectual Property for

any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Unfair Competition During Relationship.** You agree not to unfairly compete with us at any time while you are a manager of Franchisee's Augusta Lawn Care Business by engaging in any Prohibited Activities.

5. **Unfair Competition After Relationship.** You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply regarding a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. **Immediate Family Members.** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (*i.e.*, spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member

7. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

8. **Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Augusta Lawn Care franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery

of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. Miscellaneous.

a. If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

b. This Agreement will be governed by, construed and enforced under the laws of Washington and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date: _____

Signature

Print Name

EXHIBIT F TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT

SAMPLE CONFIDENTIALITY AGREEMENT

This Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of Augusta Franchise LLC, a Washington limited liability company, and its renewals and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

“*Augusta Lawn Care Business*” means a business that operates a Business providing landscaping and lawn maintenance services of exterior residential and commercial properties, including lawn mowing, leaf and debris cleanup, artificial turf and sod installation and repair, lawn care treatments and fertilizations, grading and excavation, tree trimming and pruning, snow plowing and salting, gutter cleaning, pressure washing, and general “handyman services.”

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of an Augusta Lawn Care Business, whether now in existence or created in the future.

“*Franchisee*” means the Augusta Lawn Care franchisee for whom you are an officer, director, employee or independent contractor.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of an Augusta Lawn Care Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of an Augusta Lawn Care Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Augusta Lawn Care Business, including “Augusta Lawn Care”, and any other trademarks, service marks or trade names that we designate for use by an Augusta Lawn Care

Business. The term “Marks” also includes any distinctive trade dress used to identify an Augusta Lawn Care Business, whether now in existence or hereafter created.

“System” means our system for the establishment, development, operation and management of an Augusta Lawn Care Business, including Know-How, proprietary programs and products, confidential operations manuals and operating system.

2. **Background.** You are an employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Know-How and Intellectual Property.** You agree: (i) you will not use the Know-how in any business or capacity other than Augusta Lawn Care Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time-to-time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Immediate Family Members.** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (*i.e.*, spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

5. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

6. **Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Augusta Lawn Care franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. **Miscellaneous.**

- a. If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.
- b. This Agreement will be governed by, construed and enforced under the laws of Washington and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.
- c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date: _____

Signature

Print Name

EXHIBIT G TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment (“Agreement”) is entered into this ___ day of _____, 20___, between Augusta Franchise LLC (“Franchisor”), _____ (“Former Franchisee”), and _____ (“New Franchisee”).

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20___ (“Franchise Agreement”), in which Franchisor granted Franchisor the right to operate an Augusta Lawn Care franchise with a primary operating address of _____ (“Franchised Business”); and

WHEREAS, Former Franchisee desires to assign (“Requested Assignment”) the Franchised Business to New Franchisee from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto covenant, promise and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement (“Franchisor’s Assignment Fee”).

2. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement.

3. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee’s rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly

or by implication survive the termination, expiration or transfer of the Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement, which is attached to this Agreement as Attachment A.

4. New Franchise Agreement. New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), which is attached to this Agreement as Attachment B, and any other required contracts for the operation of an Augusta Lawn Care franchise as stated in Franchisor's Franchise Disclosure Document.

5. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three (3) year period following the execution of this Agreement.

6. Acknowledgment by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business. New Franchisee agrees that any claims, disputes or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor.

7. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

8. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered.

9. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

10. Affiliates. When used in this Agreement, the term “Affiliates” has the meaning as given in Rule 144 under the Securities Act of 1933.

11. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed, as of the day and year first above written.

Dated: _____, 20__

FRANCHISOR:
AUGUSTA FRANCHISE LLC

By: _____
Title: _____

FORMER FRANCHISEE:

By: _____
Title: _____

NEW FRANCHISEE:

By: _____
Title: _____

EXHIBIT G TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT
Attachment A

(INSERT Termination and Release Agreement)

EXHIBIT G TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT
Attachment B

(INSERT New Franchise Agreement to be Signed)

EXHIBIT H TO AUGUSTA LAWN CARE FRANCHISE AGREEMENT

SBA ADDENDUM



ADDENDUM TO FRANCHISE¹ AGREEMENT

THIS ADDENDUM (“Addendum”) is made and entered into on _____, 20____, by and between _____ (“Franchisor”), located at _____, and _____ (“Franchisee”), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional

¹ While relationships established under license, jobber, dealer and similar agreements are not generally described as “franchise” relationships, if such relationships meet the Federal Trade Commission’s (FTC’s) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

Effective Date: January 1, 2018

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renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee’s real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee’s employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title: _____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses “affiliation” between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

Effective Date: January 1, 2018

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**EXHIBIT B TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

FINANCIAL STATEMENTS

AUGUSTA FRANCHISE LLC

Financial Statements For The Years Ended December 31, 2022 & December 31, 2021

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of AUGUSTA FRANCHISE LLC

We have audited the accompanying financial statements of AUGUSTA FRANCHISE LLC (the “Company”), which comprise the Balance Sheet as of December 31, 2022 & December 31, 2021, the related Profit & Loss Statements, the related Statements of Cashflows, and the related Statements of Shareholders’ Equity for the years then ended.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AUGUSTA FRANCHISE LLC as of December 31, 2022 & December 31, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Management’s Responsibility for the Financial Statements

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

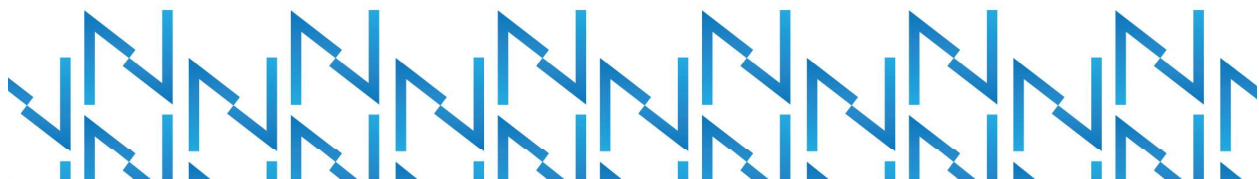
Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Omar Alnuaimi, CPA

Naperville, IL
April 20, 2023



**AUGUSTA FRANCHISE LLC
PROFIT & LOSS STATEMENT
FOR THE YEARS ENDED DECEMBER 31, 2022 & DECEMBER 31, 2021**

	<u>2022</u>	<u>2021</u>
Revenue		
Revenue - Franchise Fees	\$ 1,302,675	\$ 790,544
Revenue - Franchisee Services	1,222,649	431,810
Total Revenue	<u>2,525,324</u>	<u>1,222,354</u>
Gross Profit	2,525,324	1,222,354
Operating Expense		
Salaries & Wages Expense	1,373,711	682,144
Legal & Professional Fees	490,582	225,889
Office Supplies & Software	92,718	60,926
Web Design Expense	57,982	47,007
Advertising & Marketing Expense	14,604	45,606
Facilities Expense	29,930	39,220
Office Expenses	86,670	26,402
Rent Expense	34,907	15,937
Utilities Expense	51,024	15,619
Training Expense	28,356	15,138
Travel Expense	24,797	14,756
Insurance Expense	23,936	8,416
Total Operating Expenses	<u>2,309,217</u>	<u>1,197,058</u>
Net Income From Operations	216,106	25,296
Other Income (Expense)		
Depreciation & Amortization	(21,626)	(21,626)
Misc. Income	940	2,285
Total Other Income (Expense)	<u>(20,686)</u>	<u>(19,341)</u>
Net Income Before Provision for Income Tax	195,420	5,955
Provision for Income Taxes	-	-
Net Income (Loss)	<u>\$ 195,420</u>	<u>\$ 5,955</u>

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

AUGUSTA FRANCHISE LLC
BALANCE SHEET
AS OF DECEMBER 31, 2022 & DECEMBER 31, 2021

	<u>12/31/22</u>	<u>12/31/21</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and Cash Equivalents	\$378,914	\$207,495
Due From Related Party	56,495	-
Accounts Receivable	<u>101,894</u>	<u>55,298</u>
TOTAL CURRENT ASSETS	537,303	262,794
NON-CURRENT ASSETS		
Capitalized Building Costs	56,495	56,495
Fixed Assets - Equipment	98,897	98,897
Less: Accumulated Depreciation	<u>(51,968)</u>	<u>(32,225)</u>
Fixed Assets - Equipment (net)	103,424	123,167
Intangible Assets	<u>10,000</u>	<u>10,000</u>
TOTAL NON-CURRENT ASSETS	113,424	133,167
TOTAL ASSETS	<u>650,727</u>	<u>395,961</u>
<u>LIABILITIES AND OWNER'S EQUITY</u>		
CURRENT LIABILITIES		
Payroll Liabilities	17,901	19,274
Company Credit Card	<u>8,708</u>	<u>36,240</u>
TOTAL CURRENT LIABILITIES	26,609	55,514
NON-CURRENT LIABILITIES		
TOTAL NON-CURRENT LIABILITIES	<u>-</u>	<u>-</u>
TOTAL LIABILITIES	26,609	55,514
OWNER'S EQUITY		
Retained Earnings (Deficit)	428,697	334,491
Net Income (Loss)	<u>195,420</u>	<u>5,955</u>
TOTAL SHAREHOLDERS' EQUITY	624,117	340,446
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u>\$650,727</u>	<u>\$395,961</u>

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

AUGUSTA FRANCHISE LLC
STATEMENT OF CASHFLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 & DECEMBER 31, 2021

	<u>2022</u>	<u>2021</u>
OPERATING ACTIVITIES		
Net Income	\$ 195,420	\$ 5,955
Non-Cash Adjustments		
Changes in Accounts Receivable	(46,596)	(53,903)
Changes in Company Credit Card	(27,532)	25,304
Changes in Accumulated Depreciation/Amortization	21,626	21,626
Changes in Payroll Liabilities	(1,373)	15,982
Due From Related Party	(56,495)	-
Other non-cash Adjustments	(1,882)	(3,700)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	83,168	11,264
 INVESTING ACTIVITIES		
Fixed Assets - Equipment	-	(178)
Capitalized Building Costs	-	(56,495)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-	(56,673)
 FINANCING ACTIVITIES		
Owner's Contribution (net)	88,250	193,698
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	88,250	193,698
NET INCREASE (DECREASE) IN CASH	171,418	148,289
CASH AT BEGINNING OF PERIOD	207,495	59,206
CASH AT END OF PERIOD	\$ 378,914	\$ 207,495

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

AUGUSTA FRANCHISE LLC
STATEMENT OF SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2022 & DECEMBER 31, 2021

	Opening Equity Balance	Yearly Changes	Total
Balance, December 31, 2020	\$ 140,793	\$ -	\$ 140,793
Net Income for the period ending December 31, 2021	-	5,955	5,955
Equity Contributions (Distributions)	-	193,698	193,698
Balance, December 31, 2021	\$ 140,793	\$ 199,653	\$ 340,446
	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	\$ 340,446	\$ -	\$ 340,446
Net Income for the period ending December 31, 2022	-	195,420	195,420
Equity Contributions (Distributions)	-	88,250	88,250
Balance, December 31, 2022	\$ 340,446	\$ 283,670	\$ 624,117

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

Augusta Franchise LLC (the “Company”) is a franchising company whose franchise locations provide landscaping and lawn care for residential properties throughout the United States.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of income and expense during the reporting period. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, and makes adjustments when facts and circumstances dictate. These estimates are based on information available as of the date of the financial statements; therefore, actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Accounts Receivable

The Company’s trade receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company’s receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value.

The Company evaluates the collectability of accounts receivable on a customer-by-customer basis. The Company records a reserve for bad debts against amounts due to reduce the net recognized receivable to an amount the Company believes will be reasonably collected. The reserve is a discretionary amount determined from the analysis of the aging of the accounts receivables, historical experience and knowledge of specific customers. As of December 31, 2022 & December 31, 2021, The Company assessed its customer receivables and determined there is no justification for an allowance for doubtful accounts.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fair Value of Financial Instruments

Financial Accounting Standards Board (“FASB”) guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2022 & December 31, 2021, the carrying amounts of the Company’s financial assets and liabilities reported in the balance sheets approximate their fair value.

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller’s price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees are fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—‘Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient’ in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Deferred Revenue

The Company's primary performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the stand-alone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered. The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2022 & December 31, 2021, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 & DECEMBER 31, 2021

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 20, 2023, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

AUGUSTA FRANCHISE LLC

Financial Statements For The Years Ended December 31, 2021 & December 31, 2020
(re-issued on June 13, 2022, to include 2020 comparative presentation)

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of AUGUSTA FRANCHISE LLC

I have audited the accompanying financial statements of AUGUSTA FRANCHISE LLC (the “Company”), which comprise the Balance Sheet as of December 31, 2021 & December 31, 2020, the related Profit & Loss Statements, the related Statements of Cashflows, and the related Statements of Shareholders Equity for the 12-month periods then ended.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AUGUSTA FRANCHISE LLC as of December 31, 2021 & December 31, 2020, and the results of its operations and its cash flows for the periods then ended in accordance with accounting principles generally accepted in the United States of America.

Management’s Responsibility for the Financial Statements

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

Auditor’s Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.



Omar Alnuaimi, CPA

Naperville, IL

March 21, 2022

(re-issued on June 13, 2022, to include 2020 comparative presentation)



AUGUSTA FRANCHISE LLC
PROFIT & LOSS STATEMENT
FOR THE YEARS ENDED DECEMBER 31, 2021 & DECEMBER 31, 2020

	2021	2020
Revenue		
Revenue - Franchise Fees	\$ 790,544	\$ 269,558
Revenue - Franchisee Services	431,810	126,862
Total Revenue	1,222,354	396,420
Gross Profit	1,222,354	396,420
Operating Expense		
Salaries & Wages Expense	682,144	128,822
Legal & Professional Fees	225,889	166,622
Office Supplies & Software	60,926	12,873
Web Design Expense	47,007	16,421
Advertising & Marketing Expense	45,606	50,562
Facilities Expense	39,220	35,032
Misc. Expense	26,402	8,349
Rent Expense	15,937	14,820
Utilities Expense	15,619	5,640
Training Expense	15,138	5,148
Travel Expense	14,756	6,645
Insurance Expense	8,416	11,295
Total Operating Expenses	1,197,058	462,229
Net Income From Operations	25,296	(65,809)
Other Income (Expense)		
Depreciation & Amortization	(21,626)	(10,599)
Misc. Income	2,285	3,941
Net Income Before Provision for Income Tax	5,955	(72,467)
Provision for Income Taxes	-	-
Net Income (Loss)	\$ 5,955	\$ (72,467)

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

**AUGUSTA FRANCHISE LLC
BALANCE SHEET
AS OF DECEMBER 31, 2021 & DECEMBER 31, 2020**

ASSETS	12/31/21	12/31/20
CURRENT ASSETS		
Cash and Cash Equivalents	\$207,495	\$ 59,206
Accounts Receivable	55,298	1,396
TOTAL CURRENT ASSETS	262,794	60,602
NON-CURRENT ASSETS		
Capitalized Building Costs	56,495	-
Fixed Assets - Equipment	98,897	98,718
Less: Accumulated Depreciation	(32,225)	(10,599)
Fixed Assets - Equipment (net)	123,167	88,119
Intangible Assets	10,000	10,000
	133,167	98,119
TOTAL NON-CURRENT ASSETS	133,167	98,119
TOTAL ASSETS	395,961	158,721
 LIABILITIES AND OWNER'S EQUITY		
CURRENT LIABILITIES		
PPP Loan	-	3,700
Payroll Liabilities	19,274	3,292
Company Credit Card	36,240	10,936
TOTAL CURRENT LIABILITIES	55,514	17,928
NON-CURRENT LIABILITIES		
TOTAL NON-CURRENT LIABILITIES	-	-
TOTAL LIABILITIES	55,514	17,928
OWNER'S EQUITY		
Retained Earnings (Deficit)	334,491	213,260
Net Income (Loss)	5,955	(72,467)
TOTAL SHAREHOLDERS' EQUITY	340,446	140,793
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	\$395,961	\$158,721

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

AUGUSTA FRANCHISE LLC
STATEMENT OF CASHFLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 & DECEMBER 31, 2020

	2021	2020
OPERATING ACTIVITIES		
Net Income	\$ 5,955	\$(72,467)
Non-Cash Adjustments		
Increase in Accounts Receivable	(53,903)	(1,396)
Increase in Company Credit Card	25,304	7,295
Increase in Accumulated Depreciation/Amortization	21,626	10,598
Increase in Payroll Liabilities	15,982	3,292
Other non-cash Adjustments	(3,700)	-
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	11,264	(52,678)
INVESTING ACTIVITIES		
Fixed Assets - Equipment	(178)	(49,880)
Intangible Assets	-	(10,000)
Capitalized Building Costs	(56,495)	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(56,673)	(59,880)
FINANCING ACTIVITIES		
Owner's Contribution (net)	193,698	145,000
PPP Loan	-	3,700
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	193,698	148,700
NET INCREASE (DECREASE) IN CASH	148,289	36,142
CASH AT BEGINNING OF PERIOD	59,206	23,063
CASH AT END OF PERIOD	\$ 207,495	\$ 59,206

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

**AUGUSTA FRANCHISE LLC
STATEMENT OF SHAREHOLDERS EQUITY
AS OF DECEMBER 31, 2021 & DECEMBER 31, 2020**

	Opening Equity Balance	Yearly Changes	Total
Balance, December 31, 2019	\$ 68,260	\$ -	\$ 68,260
Net Income for the period ending December 31, 2020	-	(72,467)	(72,467)
Equity Contributions (Distributions)	-	145,000	145,000
Balance, December 31, 2020	\$ 68,260	\$ 72,533	\$ 140,793
	Opening Equity Balance	Yearly Changes	Total
Balance, December 31, 2020	\$ 140,793	\$ -	\$ 140,793
Net Income for the period ending December 31, 2021	-	5,955	5,955
Equity Contributions (Distributions)	-	193,698	193,698
Balance, December 31, 2021	\$ 140,793	\$ 199,653	\$ 340,446

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2021 & December 31, 2020
(re-issued on June 13, 2022, to include 2020 comparative presentation)

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

Augusta Franchise LLC (the “Company”) is a franchising company whose franchise locations provide landscaping and lawn care for residential properties throughout the United States.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Fixed Assets and Depreciation

Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Depreciation in these financial statements reflects accelerated depreciation methods used for the tax return. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations, and cash flows have not been determined. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2021 & December 31, 2020, no impairment loss has been recognized for long-lived assets.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2021 & December 31, 2020
(re-issued on June 13, 2022, to include 2020 comparative presentation)

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fair Value of Financial Instruments

Financial Accounting Standards Board (“FASB”) guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2021 & December 31, 2020, the carrying amounts of the Company’s financial assets and liabilities reported in the balance sheets approximate their fair value.

Accounts Receivable

The Company’s trade receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company’s receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value.

The Company evaluates the collectability of accounts receivable on a customer-by-customer basis. The Company records a reserve for bad debts against amounts due to reduce the net recognized receivable to an amount the Company believes will be reasonably collected. The reserve is a discretionary amount determined from the analysis of the aging of the accounts receivables, historical experience and knowledge of specific customers. As of December 31, 2021 & December 31, 2020, The Company assessed its customer receivables and determined there is no justification for an allowance for doubtful accounts.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2021 & December 31, 2020
(re-issued on June 13, 2022, to include 2020 comparative presentation)

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard for its fiscal year 2021.

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2021 & December 31, 2020, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – EQUITY

The Company is 100% owned by its sole shareholder, Michael Andes.

NOTE D – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2021 & December 31, 2020
(re-issued on June 13, 2022, to include 2020 comparative presentation)

NOTE E – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 21, 2022, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management’s review substantially affect the amounts and disclosure of the accompanying financial statements.

AUGUSTA FRANCHISE LLC

Financial Statements For The Year Ended December 31, 2020

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of AUGUSTA FRANCHISE LLC

We have audited the accompanying financial statements of AUGUSTA FRANCHISE LLC (the "Company"), which comprise the Balance Sheet as of December 31, 2020, the related Profit & Loss Statement, the related Statement of Cashflows, and the related Statement of Shareholders' Equity for the 12-month period then ended.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AUGUSTA FRANCHISE LLC as of December 31, 2020, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Omar Alnaimi, CPA

Naperville, IL
September 28, 2021



**AUGUSTA FRANCHISE LLC
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2020**

Revenue	
Revenue - Franchise Fees	\$ 269,558
Revenue - Franchisee Services	<u>126,862</u>
Total Revenue	396,420
Gross Profit	396,420
Operating Expense	
Advertising & Marketing Expense	50,562
Computer Software Expense	3,640
Insurance Expense	11,295
Legal & Professional Fees	166,622
Other Office Expenses	6,530
Outside Labor Expense	35,032
Payment Fees	8,398
Payroll Taxes	15,835
Rent Expense	14,820
Salaries & Wages Expense	104,589
Supplies Expense	9,233
Taxes & Licenses	1,820
Training Expense	5,148
Travel Expense	6,645
Utilities Expense	5,640
Web Design Expense	<u>16,421</u>
Total Operating Expenses	462,229
Net Income From Operations	(65,809)
Other Income (Expense)	
Depreciation & Amortization	(10,599)
Misc. Income	3,941
Net Income Before Provision for Income Tax	<u>(72,467)</u>
Provision for Income Taxes	-
Net Income (Loss)	<u><u>\$ (72,467)</u></u>

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

**AUGUSTA FRANCHISE LLC
BALANCE SHEET
AS OF DECEMBER 31, 2020**

<u>ASSETS</u>		
CURRENT ASSETS		
Cash and Cash Equivalents		\$ 59,206
Accounts Receivable		1,396
TOTAL CURRENT ASSETS		60,602
NON-CURRENT ASSETS		
Fixed Assets - Equipment		98,718
Less: Accumulated Depreciation		(10,599)
Fixed Assets - Equipment (net)		88,119
Intangible Assets		10,000
		98,119
TOTAL NON-CURRENT ASSETS		98,119
TOTAL ASSETS		158,721
 <u>LIABILITIES AND OWNER'S EQUITY</u> 		
CURRENT LIABILITIES		
PPP Loan		3,700
Payroll Liabilities		3,292
Company Credit Card		10,936
TOTAL CURRENT LIABILITIES		17,928
NON-CURRENT LIABILITIES		
TOTAL NON-CURRENT LIABILITIES		-
TOTAL LIABILITIES		17,928
OWNER'S EQUITY		
Owner's Contribution		240,430
Retained Earnings (Deficit)		(27,170)
Net Income (Loss)		(72,467)
TOTAL SHAREHOLDERS' EQUITY		140,793
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		\$158,721

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

**AUGUSTA FRANCHISE LLC
STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020**

OPERATING ACTIVITIES	
Net Income	\$ (72,467)
Non-Cash Adjustments	
Increase in Accounts Receivable	(1,396)
Increase in Company Credit Card	7,295
Increase in Accumulated Depreciation/Amortization	10,598
Increase in Payroll Liabilities	3,292
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(52,678)
INVESTING ACTIVITIES	
Fixed Assets - Equipment	(49,880)
Intangible Assets	<u>(10,000)</u>
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(59,880)
FINANCING ACTIVITIES	
Owner's Contribution (net)	145,000
PPP Loan	<u>3,700</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	148,700
NET INCREASE (DECREASE) IN CASH	36,142
CASH AT BEGINNING OF PERIOD	<u>23,063</u>
CASH AT END OF PERIOD	\$ 59,206

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

**AUGUSTA FRANCHISE LLC
STATEMENT OF SHAREHOLDERS EQUITY
AS OF DECEMBER 31, 2020**

	Opening Equity Balance	Yearly Changes	Total
Balance, December 31, 2019	\$ 68,260	\$ -	\$ 68,260
Net Income for the period ending December 31, 2020	-	(72,467)	(72,467)
Equity Contributions (Distributions)	-	145,000	145,000
Balance, December 31, 2020	\$ 68,260	\$ 72,533	\$ 140,793

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2020

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

Augusta Franchise LLC (the “Company”) is a franchising company whose franchise locations provide landscaping and lawn care for residential properties throughout the United States.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Fixed Assets and Depreciation

Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Depreciation in these financial statements reflects accelerated depreciation methods used for the tax return. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations, and cash flows have not been determined. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2020, no impairment loss has been recognized for long-lived assets.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2020

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fair Value of Financial Instruments

Financial Accounting Standards Board (“FASB”) guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2020, the carrying amounts of the Company’s financial assets and liabilities reported in the balance sheets approximate their fair value.

Accounts Receivable

The Company’s trade receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company’s receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value.

The Company evaluates the collectability of accounts receivable on a customer-by-customer basis. The Company records a reserve for bad debts against amounts due to reduce the net recognized receivable to an amount the Company believes will be reasonably collected. The reserve is a discretionary amount determined from the analysis of the aging of the accounts receivables, historical experience and knowledge of specific customers. As of December 31, 2020, The Company assessed its customer receivables and determined there is no justification for an allowance for doubtful accounts.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2020

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees are fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard for its fiscal year 2020 and has retroactively applied this standard for 2020.

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2020, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – EQUITY

The Company is 100% owned by its sole shareholder, Michael Andes.

NOTE D – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

AUGUSTA FRANCHISE LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2020

NOTE E – SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 28, 2021, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

**EXHIBIT C TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF CURRENT AND FORMER FRANCHISEES

List of Franchised Businesses

<u>Alabama</u>	
Colby Powell Wilmer, Alabama Tel: 251-689-7060	Kyle Turner Huntsville, Alabama Tel: 662-706-1260
<u>Arkansas</u>	
Dave Reynolds Saline County, Arkansas Tel: 501-246-2451	
<u>California</u>	
Foryst Souza Escalon, California Tel: 209-968-8449	
<u>Colorado</u>	
Joel Heck Lafayette, Colorado Tel: 703-498-9623	Garrett Smith Denver, Colorado Tel: 208-972-1717
<u>Delaware</u>	
Jeffrey DiSalvio Wilmington, Delaware Tel: 302-985-7510	
<u>Florida</u>	
Landen Smith Tallahassee, Florida Tel: 850-264-0684	Hakan Guney Seffner, Florida Tel: 813-345-7233
Erik Thompson DeLand, Florida Tel: 314-304-0297	Erik Placzek Largo, Florida Tel: 312-532-9640

Nathan Haughton Pensacola, Florida Tel: 850-791-8275	Jonathan Johnson Sunrise, Florida Tel: 954-253-2065
Vel Thomas Keystone Heights, Florida Tel: 904-485-7085	Vlad Kogan Winter Garden, Florida Tel: 321-278-8772
Caleb Irle Merritt Island, Florida Tel: 704-989-6453	
<u>Georgia</u>	
Daniel Tuttle Marietta, Georgia Tel: 850-217-7299	Javier Nunez Sugar Hill, Georgia Tel: 770-866-2461
Jason Evangelista Dallas, Georgia Tel: 678-332-6897	
<u>Hawaii</u>	
Mitchell Osorio Honolulu, Hawaii Tel: 360-441-7447	
<u>Idaho</u>	
Jake Snyder Rexburg, Idaho Tel: 814-233-6643	Charlie Smith Nampa, Idaho Tel: 208-921-9896
Cameron Simpson Meridian, Idaho Tel: 808-437-1181	Lee Obermeyer Meridian, Idaho Tel: 208-369-0071
<u>Illinois</u>	
Dustin Beernink Hudson, Illinois Tel: 309-533-4808	Dustin Beernink Champaign, Illinois Tel: 217-500-8166

<u>Indiana</u>	
Chad Williams Valparaiso, Indiana Tel: 219-241-8747	Connor Stead Evansville, Indiana Tel: 812-431-5525
Joshua Short Yorktown, Indiana Tel: 765-212-6466	Kurt Kyler Coatesville, Indiana Tel: 317-590-8576
Hugo Dominguez Evansville, Indiana Tel: 812-305-3243	
<u>Iowa</u>	
Pascual Mendoza Sioux City, Iowa Tel: 712-266-6088	
<u>Michigan</u>	
Tyler Newell Lake, Michigan Tel: 616-970-9959	Ken Lynn Fenton, Michigan Tel: 248-702-4080
<u>Missouri</u>	
Cory Sparkman Scott City, Missouri Tel: 573-380-4663	Ben Collins St. Charles, Missouri Tel: 636-232-8734
<u>Nebraska</u>	
Logan Albers Columbus, Nebraska Tel: 402-267-2707	Logan Albers Grand Island, Nebraska Tel: 402-267-2707
<u>New Jersey</u>	
Joseph Dilmore Maple Shade, New Jersey Tel: 856-229-5007	Kevin Tanis Andover, New Jersey Tel: 862-377-1106

<u>New York</u>	
Abie Bilgoray Huntington Station, New York Tel: 646-599-2208	Jason Mastropierro Westhampton, New York Tel: 631-766-0756
Marcelo Bancalari Westbury, New York Tel: 516-728-2449	
<u>North Carolina</u>	
Travis Kelly Clayton, North Carolina Tel: 252-725-9523	Tommy Lincoln Gastonia, North Carolina Tel: 704-307-8826
Jason Moore Belmont, North Carolina Tel: 704-223-2027	Frankie Stallings Raleigh, North Carolina Tel: 919-432-2171
<u>Ohio</u>	
Kirk Evans Columbus, Ohio Tel: 614-432-2359	Brice Klausing Van Wert, Ohio Tel: 419-771-7826
<u>Oklahoma</u>	
Kyle Tarvin Norman, Oklahoma Tel: 405-241-5359	Kyle Tarvin Oklahoma City, Oklahoma Tel: 405-615-3688
<u>Oregon</u>	
Kyle Reilly Williams, Oregon Tel: 541-299-2694	
<u>Pennsylvania</u>	
Tim Beck South Hills, Pennsylvania Tel: 412-722-5343	

<u>Rhode Island</u>	
Braden Morris Coventry, Rhode Island Tel: 401-363-5070	
<u>South Carolina</u>	
Bryan Connor North Augusta, South Carolina Tel: 803-233-3433	James Richards Simpsonville, South Carolina Tel: 864-444-0080
<u>Tennessee</u>	
Tyler Kennedy Hendersonville, Tennessee Tel: 214-497-3392	Lujayn Abraham Brentwood, Tennessee Tel: 615-933-5771
Mike Cooper Benton, Tennessee Tel: 423-593-5291	Terrol Eck Johnson City, Tennessee Tel: 308-289-3417
Jason Storts Knoxville, Tennessee Tel: 865-363-3076	
<u>Texas</u>	
Josh Lee Huntington, Texas Tel: 936-676-6409	Stephen Schufeldt Gladewater, Texas Tel: 903-238-4090
Audie and Karen Kieschnick Plano, Texas Tel: 469-545-8380	Ryan Payne Ingleside, Texas Tel: 361-463-5056 (2 Territories)
Isais Amaya Spring, Texas Tel: 832-265-9049	Gary and Brady Poole Austin, Texas Tel: 408-478-1920
Jonathan Johnson Bacliff, Texas Tel: 832-310-9232	Steven Valle Houston, Texas Tel: 281-974-8887

Aaron Hindman Huntsville, Texas Tel: 832-401-4497	Kevin Koehn Elkton, Virginia Tel: 540-405-1769
Tyler Rhodes Crowley, Texas Tel: 360-510-9200	
<u>Virginia</u>	
Andrew Hayes Yorktown, Virginia Tel: 757-870-2989	Rosio Gonzales Woodbridge, Virginia Tel: 571-412-8574
Peter Harris Virginia Beach, Virginia Tel: 413-349-0010	Jeremiah Williams Midlothian, Virginia Tel: 804-683-7247
<u>Washington</u>	
Anju Neiliju Redmond, Washington Tel: 425-753-0983	Alexei "Alex" Zyuzin Camano Island, Washington Tel: 206-501-2151
Marcus Roberts Seattle, Washington Tel: 406-461-1860	Tyler Koukol North Bend, Washington Tel: 425-761-3871
German Gomez Milton, Washington Tel: 206-931-1945	Thomas Hickey Renton, Washington Tel: 425-800-6995
Jason Dury Spokane Valley, Washington Tel: 509-389-5454	
<u>Wisconsin</u>	
Cristian Nova Genoa City, Wisconsin Tel: 262-745-0317	

List of Corporate or Affiliate-Owned Businesses

Mike Andes
Augusta Lawn Care, LLC
Tel: 360-386-5635

Mike Andes
Augusta Franchise LLC
Tel: 937-537-2974

Mike Andes
Augusta Lawn Care of Mooresville, LLC
Tel: 360-386-5635

Former Franchisees

Anthony Brown
Madisonville, Kentucky
Tel: 270-841-7193

Jeffrey Pandl
Venice, Florida
Tel: 813-777-9156

Chuck Mike Henning
Aberdeen, South Dakota
Tel: 605-470-0092

Brendon Kelley
Wesley Chapel, Florida
Tel: 731-723-7337

Derek Doran
Allen Park, Michigan
Tel: 313-600-4383

Rosio Gonzales
Stone Ridge, Virginia
Tel: 571-412-8574

Cliff Paul
San Antonio, Texas
Tel: 310-849-4407

Erle (Trey) Lewis
Waco, Texas
Tel: 254-870-6767

**EXHIBIT D TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

**CONFIDENTIAL OPERATIONS MANUAL
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**EXHIBIT E TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

State Administrators

California

Commissioner of Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205
(Toll Free) (866) 275-2677
www.dfpi.ca.gov
Ask.DFPI@dfpi.ca.gov

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland

Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202
(410) 576-7044

State Agents for Service of Process

California

Commissioner of Financial
Protection and Innovation Department of
Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
www.dfpi.ca.gov
Ask.DFPI@dfpi.ca.gov

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois

Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana

Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204

Maryland

Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202

Michigan

Michigan Franchise Administrator
Consumer Protection Division
Attention: Franchise Examiner
670 Law Building
Lansing, Michigan 48913
(517) 335-7567

Minnesota

Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101
(612)295-6328

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street , 21st Floor
New York, New York 10005
(212) 416-8222

North Dakota

North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505
(701) 328-4712

Rhode Island

Rhode Island Securities Examiner
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

South Dakota

South Dakota Franchise Administrator
Division of Securities
Department of Labor & Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Michigan

Not Applicable

Minnesota

Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101

New York

Secretary of State of New York
99 Washington Avenue
Albany, New York 12231

North Dakota

North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505

Rhode Island

Rhode Island
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920

South Dakota

Director, Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

Virginia
State Corporation Commissioner
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804)371-9051

Virginia
Clerk of the State Corporation Commissioner
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

Washington
Washington Securities Administrator
Securities Division
P.O. Box 9033
Olympia, Washington 98507
(360)902-8760

Washington
Director of Licensing
Securities Division
150 Israel Road
Turnwater, Washington 95801

Wisconsin
Wisconsin Commissioner of Securities
Registration Division
P.O. Box 1768
Madison, Wisconsin 53101
(608)266-8559

Wisconsin
Wisconsin Commissioner of Securities
Office of the Commissioner of Securities
101 East Wilson Street
Madison, Wisconsin 53702

**EXHIBIT F TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Augusta Franchise LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of Augusta Lawn Care Business (as defined in this Franchise Disclosure Document). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your Initial Franchise Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer in the table provided below.

1. Yes ___ No ___ Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
2. Yes ___ No ___ Have you received and personally reviewed the Franchise Disclosure Document we provided
3. Yes ___ No ___ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4. Yes ___ No ___ Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5. Yes ___ No ___ Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?
6. Yes ___ No ___ Have you discussed the benefits and risks of developing and operating an Augusta Lawn Care Business with an existing Augusta Lawn Care franchisee?
7. Yes ___ No ___ Do you understand the risks of developing and operating a Augusta Lawn Care Business?
8. Yes ___ No ___ Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

9. Yes ___ No ___ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated, mediated, and/or arbitrated in Washington, if not resolved informally or by mediation?
10. Yes ___ No ___ Do you understand that you must satisfactorily complete the initial training course before we will allow your Business to open or consent to a transfer?
11. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an Augusta Lawn Care Business, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an Augusta Lawn Care Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14. Yes ___ No ___ Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Augusta Lawn Care Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?
15. Yes ___ No ___ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE

REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

EXPLANATION OF ANY NEGATIVE RESPONSE
(REFER TO QUESTION NUMBER)

Questionnaire Number	Explanation of Negative Response

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Date: _____

Date: _____

**EXHIBIT G TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

STATE ADDENDA AND AGREEMENT RIDERS

**AMENDMENT TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS**

Illinois law shall apply to and govern the Franchise Agreement.

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

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

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

**AMENDMENT TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF VIRGINIA**

As to franchises governed by the Virginia Health & Beauty Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Health & Beauty Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

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

**AMENDMENT TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF SOUTH DAKOTA**

To the extent the South Dakota Franchise Investment Act, S.D.C.L. § 37-5B-1 *et seq.* applies, the terms of this Addendum apply:

Item 5, Additional Disclosure:

Notwithstanding Section 6.1, Section 6.2, or any other provision of the Franchise Agreement, all fees will be deferred until after Augusta Franchise LLC's initial obligations to Franchisee are complete, and Franchisee has commenced operations.

**AMENDMENT TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. The Office of the Attorney General of the State of Maryland requires us to defer payment of the initial franchise fee and other initial payments owed by Franchisee to Augusta Lawn Care until Augusta Lawn Care has completed its pre-opening obligations under the Agreement, and Franchisee has commenced operations. Therefore, and notwithstanding Section 6.1, Section 6.2, or any other provision of the Agreement, all initial fees will be deferred until after Augusta Lawn Care's initial obligations to Franchisee are complete, and Franchisee has commenced operations.

2. Item 17.b. is modified to also provide, "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17.u. is modified to also provide, "A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

4. Item 17.v. is modified to also provide, "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

5. Exhibit F to the Franchise Disclosure Document is modified to make clear that all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

**AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF SOUTH DAKOTA**

This Amendment amends the Franchise Agreement, dated _____ (the “Agreement”), between Augusta Franchise, LLC, a Washington limited liability company (“Augusta Lawn Care”), and _____, a _____ (“Franchisee”).

1. The South Dakota Department of Labor and Regulation requires us to defer payment of the initial franchise fee and other initial payments owed by Franchisee to Augusta Lawn Care under until Augusta Lawn Care has completed its pre-opening obligations under the Agreement, and Franchisee has commenced operations. Therefore, and notwithstanding Section 6.1, Section 6.2, or any other provision of the Agreement, all initial fees will be deferred until after Augusta Lawn Care’s initial obligations to Franchisee are complete, and Franchisee has commenced operations.

2. This Amendment is effective as of the Effective Date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this South Dakota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

AUGUSTA FRANCHISE LLC
doing business as Augusta Lawn Care

By: _____
Name: Mike Andes
Title: Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Delivery Addresses for Notices:

Delivery Address for Notices:

Augusta Franchise LLC
8115 Birch Bay Square, Suite 133
Blaine, Washington 98230

Evan M. Goldman, Esquire
Greenspoon Marder LLP
One Riverfront Plaza
1037 Raymond Boulevard, Suite 900
Newark, New Jersey 07102

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

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

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

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

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

4. Notwithstanding Section 6.1, Section 6.2, or any other provision of the Agreement, all initial fees will be deferred until after Augusta Lawn Care's initial obligations to Franchisee are complete, and Franchisee has commenced operations.

5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FRANCHISOR:

AUGUSTA FRANCHISE LLC
doing business as Augusta Lawn Care

By: _____
Name: Mike Andes
Title: Chief Executive Officer
Date: _____

Delivery Addresses for Notices:

Augusta Franchise LLC
8115 Birch Bay Square, Suite 133
Blaine, Washington 98230

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

Delivery Address for Notices:

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

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

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

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

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

**WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT,
DISCLOSURE QUESTIONNAIRE, AND RELATED AGREEMENTS**

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

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

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

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

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The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

AUGUSTA FRANCHISE LLC
doing business as Augusta Lawn Care

By: _____
Name: Mike Andes
Title: Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Delivery Addresses for Notices:

Delivery Address for Notices:

Augusta Franchise LLC
8115 Birch Bay Square, Suite 133
Blaine, Washington 98230

Evan M. Goldman, Esquire
Greenspoon Marder LLP
One Riverfront Plaza
1037 Raymond Boulevard, Suite 640
Newark, New Jersey 07102

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA**

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the franchise disclosure document.

“The franchisor, any person or franchise broker in Item 2 of the FDD is (or not) subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

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

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

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

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

d. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

e. The franchise agreement requires binding arbitration. The arbitration will occur in Costa Mesa, California with the costs being borne equally by the parties. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

f. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

g. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

h. To act as an agent or broker, a person must pass a written examination and obtain a license from the Insurance Commissioner. Insurance Code §§ 1621 to 1758.1. The commissioner may deny a license to an applicant who is the subject of a federal indictment alleging fraudulent insurance practices in another state. § 1668.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON, AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

Item 6, “Other Fees” shall be supplemented by the addition of the following at the end of the Item:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

Sections 11.11 and 11.15 do not apply to any claims under the California Franchise Investment Law.

In Section 11.18 of the Franchise Agreement, the following provision does not apply:

YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE

In Section 11.22 of the Franchise Agreement, the following provision does not apply:

and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts

Section 11.23 of the Franchise Agreement is deleted.

No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided

by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

AMENDMENT TO EXHIBIT F TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF CALIFORNIA

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Augusta Franchise LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of Augusta Lawn Care Business (as defined in this Franchise Disclosure Document). **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your Initial Franchise Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer in the table provided below.

1. Yes ___ No ___ Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
2. Yes ___ No ___ Have you received and personally reviewed the Franchise Disclosure Document we provided
3. Yes ___ No ___ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4. Yes ___ No ___ Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5. Yes ___ No ___ Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?
6. Yes ___ No ___ Have you discussed the benefits and risks of developing and operating an Augusta Lawn Care Business with an existing Augusta Lawn Care franchisee?
7. Yes ___ No ___ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated, mediated, and/or arbitrated in Washington, if not resolved informally or by mediation?
8. Yes ___ No ___ Do you understand that you must satisfactorily complete the initial training course before we will allow your Business to open or consent to a transfer?

9. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an Augusta Lawn Care Business, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
10. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
11. Yes ___ No ___ Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Augusta Lawn Care Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

EXPLANATION OF ANY NEGATIVE RESPONSE
(REFER TO QUESTION NUMBER)

Questionnaire Number	Explanation of Negative Response

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Date: _____

Date: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS**

Illinois law shall apply to and govern the Franchise Agreement(s).

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

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

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

FRANCHISOR:

AUGUSTA FRANCHISE LLC
doing business as Augusta Lawn Care

By: _____
Name: Mike Andes
Title: Chief Executive Officer
Date: _____

Delivery Addresses for Notices:

Augusta Franchise LLC
8115 Birch Bay Square, Suite 133
Blaine, Washington 98230

Evan M. Goldman, Esquire
Greenspoon Marder LLP
One Riverfront Plaza
1037 Raymond Boulevard, Suite 900
Newark, New Jersey 07102

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

Delivery Address for Notices:

**ADDENDUM TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

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

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights You enjoy and any causes of action arising in Your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.

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

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

**AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder (N.Y. Comp. Code R. § Regs. tit 13, §§ 200.1 through 201.16), the parties to the attached Augusta Franchise LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Under Section 4.5.2 of the Agreement, under the heading “Renewal,” the subsection 4.5.2(e) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

4.6.2(e) You shall execute a general release, in a form satisfactory to Us, with respect to any and all claims, known or unknown, that You might have against Us or our subsidiaries, or affiliates, or their respective officers, directors, agents, or employees, provided, however, that all rights enjoyed by You and any causes of action arising in Your favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

2. Under Section 9.3 of the Agreement, under the heading “Conditions of Transfer,” the subsection 9.3(c) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

(c) That the transferor shall have executed a general release, in a form prescribed by Augusta Franchise LLC, of any and all claims against Augusta Franchise LLC and its affiliates, and their respective officers, directors, agents, shareholders, and employees, provided, however, that all rights enjoyed by Franchisee/transferor, and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

5. There are circumstances in which an offering be made by Augusta Franchise LLC, would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed in New York if Franchisee is domiciled in New York or the Augusta Franchise LLC Business will be opening in New York. Augusta Franchise LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed this New York Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

AUGUSTA FRANCHISE LLC

By: _____
Name: Mike Andes
Title: Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Delivery Addresses for Notices:

Delivery Address for Notices:

Augusta Franchise LLC
8115 Birch Bay Square, Suite 133
Blaine, Washington 98230

Evan M. Goldman, Esquire
Greenspoon Marder LLP
One Riverfront Plaza
1037 Raymond Boulevard, Suite 900
Newark, New Jersey 07102

**EXHIBIT H TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

<u>State</u>	<u>Effective Date</u>
California	April 21, 2022
Hawaii	N/A
Illinois	Pending
Indiana	April 14, 2022
Maryland	August 1, 2022
Michigan	September 15, 2020
Minnesota	N/A
New York	Pending
North Dakota	N/A
Rhode Island	N/A
South Dakota	April 4, 2022
Virginia	April 27, 2022
Washington	May 6, 2022
Wisconsin	April 11, 2022

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT I TO AUGUSTA FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

RECEIPT

**RECEIPT
(RETURN ONE COPY TO US)**

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

If Augusta Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Augusta Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit E.

The franchisor is Augusta Franchise LLC, located at 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230. Its telephone number is 360-386-5635.

Issuance Date: April 24, 2023

The name, principal address and telephone number of the franchise seller for this offering is Mike Andes, 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230, 360-386-5635.

Augusta Franchise LLC authorizes the agents listed in Exhibit E to accept service of process for it.

I have received a disclosure document, dated April 24, 2023, that included the following Exhibits:

- A Augusta Lawn Care Franchise Agreement (with exhibits)
- B Financial Statements
- C List of Current and Former Franchisees
- D Confidential Operations Manual Table of Contents
- E List of State Administrators/Agents for Service of Process
- F Franchise Disclosure Questionnaire
- G State Addenda and Agreement Riders
- H State Effective Dates
- I Receipt

Date: _____
(Do Not Leave Blank)

Signature of Prospective Franchisee

Print Name

You may return the signed receipt either by signing, dating and mailing it to Augusta Franchise LLC at 8115 Birch Bay Square, Suite 133, Blaine, Washington 98230, or by emailing a copy of the signed and dated receipt to Augusta Franchise LLC at franchise@augustalawncareservices.com.

**RECEIPT
(KEEP ONE COPY FOR YOURSELF)**

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

If Augusta Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Augusta Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit E.

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- G State Addenda and Agreement Riders
- H State Effective Dates
- I Receipt

Date: _____
(Do Not Leave Blank)

Signature of Prospective Franchisee

Print Name