

FRANCHISE DISCLOSURE DOCUMENT

2023

Midwest Lawn Care, LLC
A Wisconsin Limited Liability Company
2211 Eagle Drive
Middleton, Wisconsin
(608) 798-1490
www.weedmanusa.com



The franchise offered is for the right to operate a business maintaining quality turf, mosquito control, and perimeter pest control for residences and businesses by providing various professional services under the trademarked name “WEED MAN”.

The total investment necessary to begin operation of a WEED MAN franchise is \$80,535 to \$107,785. This includes \$34,600 to \$54,600 that must be paid to Midwest Lawn Care, LLC or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department at Midwest Lawn Care, LLC, 2211 Eagle Drive, Middleton, Wisconsin (608) 798-1490.

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

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

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

Issuance Date: March 31, 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:

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risks be highlighted:

1. **Out-of-State Dispute Resolution**. Under the franchise agreement you are subject to the jurisdiction of any court in Wisconsin if litigation is filed. Out of state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Wisconsin than in your home state.
2. **Mandatory Minimum Payments**. You must make mandatory minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

TABLE OF CONTENTS

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	3
ITEM 3 LITIGATION.....	4
ITEM 4 BANKRUPTCY	5
ITEM 5 INITIAL FEES	5
ITEM 6 OTHER FEES.....	7
ITEM 7 ESTIMATED INITIAL INVESTMENT.....	11
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	13
ITEM 9 FRANCHISEE’S OBLIGATIONS	17
ITEM 10 FINANCING	18
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	19
ITEM 12 TERRITORY	23
ITEM 13 TRADEMARKS.....	24
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	25
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	26
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL.....	27
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	28
ITEM 18 PUBLIC FIGURES.....	31
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	31
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	36
ITEM 21 FINANCIAL STATEMENTS.....	48
ITEM 22 CONTRACTS	48
ITEM 23 RECEIPTS	48 and End

EXHIBITS

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

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

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

We are a Wisconsin L.L.C. organized in June 2000. We have no affiliates or predecessors and no parents. Our principal place of business is 2211 Eagle Dr., Middleton, WI 53562. Our agents for service of process are disclosed in Exhibit A.

We grant and support franchises for Weed Man Businesses (described below). We do not have any other business activities. We do not operate businesses of the type franchised, and have not done so in the past.

We are a sub-franchisor of Turf Holdings Inc., a Delaware corporation, incorporated on July 1995, with its head office at 9 Cobble Dick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA (“THI”). THI is the US master licensee and affiliate of TH Canada, Inc. (“TH Canada”), a Canadian corporation with its head office at 9 Cobble Dick St. P.O. Box 490, Orono, Ontario L0B 1M0 CANADA. THI has offered unit franchises since October 1, 1995, and has offered area sub-franchises since November 1999. TH Canada and its predecessor Turf Management Systems, Inc. have developed and TH Canada now owns a comprehensive business system (the “System”) for the care of lawns, with particular emphasis on the eradication of weeds. Turf Management Systems, Inc. transferred that System and related assets to TH Canada on November 30, 2018. TH Canada also owns the service mark ~~Weed Man~~ and, with its predecessor, has offered franchises in Canada since 1976. Neither TH Canada nor Turf Management Systems, Inc. before it has offered franchises in any other line of business. TH Canada and its predecessor have conducted a business of the type franchised since 1970. THI has never conducted a business of the type franchised, and is not engaged in any other business activities. Neither THI nor TH Canada offers franchises in any other line of business. Except as described above, THI does not have any predecessor, other affiliate, or parent.

We entered into a Sub-Franchise Agreement with Turf Holdings Inc. dated August 24, 2000, granting us the rights to sub-franchise the Weed Man franchise program in Minnesota, Wisconsin, North Dakota, South Dakota, and Northern Illinois.

Turf Holdings Inc. is under common ownership with a subsidiary of its parent corporation #1051080 Ontario Inc. operating under the name Robotic Smart Solutions Inc. Robotic Smart Solutions Inc. is the US franchisor of the TurfBot robotic lawn mowing system. The TurfBot system offering in the US began in December 2021. The principal business address of Robotic Smart Solutions Inc. is 9 Cobble Dick St.,

P.O. Box 490, Orono, Ontario L0B 1M0 CANADA. As of the date of this franchise disclosure document Robotic Smart Solutions Inc. has granted a total of 9 TurfBot franchises.

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

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

You must execute a unit franchise agreement (the “Franchise Agreement”) in the form attached as Exhibit C. This Franchise Agreement governs your operation of the Business.

In most areas of the country, you can expect competition in the lawn care industry, as well as the mosquito control, and perimeter pest control business. The lawn care organization, TruGreen, competes in most states in which we either now are franchising or plan to franchise. There are numerous companies competing in the mosquito control, and perimeter pest control business, including TruGreen, Mosquito Joe, Mosquito Authority, and Mosquito Buzz. In addition, you will have to meet competition from other national and regional and local lawn care, landscaping and landscape maintenance businesses, as well as businesses offering mosquito control and perimeter pest control services.

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

Before the date of this Disclosure Document, we have not offered franchises similar to the franchise described in this Disclosure Document. We do not now, and have not offered franchises in any other lines of business.

ITEM 2 BUSINESS EXPERIENCE

Midwest Lawn Care, LLC:

Managing Member: Terry A. Kurth

Since our formation in June 2000, Terry A. Kurth has served in his present capacity as the Managing Member of Midwest Lawn Care, LLC. Terry A. Kurth has served as President and Treasurer of Lawn Care of Wisconsin since February 1978 located in Middleton, WI.

Member: Connie Brachman

Since May 2022, Connie Brachman has served as a Member of Midwest Lawn Care, LLC located at our offices in Middleton, Wisconsin. Ms. Brachman has not held an employment position during the past 5 years.

Member: Neil F. Wienke Trust

Since February 2023, the Neil F. Wienke Trust has served as a Member of Midwest Lawn Care, LLC. Rita M. Mazur is the authorized trustee and executor of the Neil F. Wienke Trust. Since May 1980, Ms. Mazur has served as the Owner of the Blue Bayou Restaurant located in Manitowish Waters, Wisconsin.

Turf Holdings, Inc.:

President, and Director: Roger Mongeon

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

CEO and COO, Secretary, Treasurer, and Director: Jennifer Lemcke

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

Director: Jim Trow

Mr. Trow has served as a member of the THI Board of Directors since THI's inception in July 1995.

Director: Pierre Garant

Mr. Garant has served as a member of THI's Board of Directors since the company's inception in July 1995. For more than 20 years, Mr. Garant has served as the Area Master Franchisor in the WEED MAN System in the Province of Quebec.

Director: Terry Kurth

Mr. Kurth has served as a member of the THI Board of Directors since January 2001. Since August 2000, Mr. Kurth has served as a Sub Franchisor of the Weed Man franchise system in Wisconsin, Minnesota, North Dakota, South Dakota and Northern Illinois, located at his principal offices in Middleton, Wisconsin.

Director: Brenda Rice

Mrs. Rice has served as a member of the THI Board of Directors since 2011. Mrs. Rice has served as President of Turf Management Systems, Inc. from April 2011 to the present, and served as Board Member and Co-Founder of the Weed Man brand from its inception in 1970 until the brand was acquired by TH Canada Inc. in November 2018. Mrs. Rice has also served as a Director of TH Canada, Inc. since its formation in October 2018, located in Orono, Ontario.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

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

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

All fees we receive from you will be shared with THI, according to our arrangement under the Sub- Franchise Agreement granted to us by THI.

You (or your managing partner or shareholder(s)) are required to attend the initial training program for a fee of \$4,600. This payment is not refundable, except as described below. The details of the training course are explained in Item 11. You will receive at training the following:

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

If you are unable to obtain a government approval, permit or license needed to establish and operate your WEED MAN business, we may terminate the Franchise Agreement. If this occurs, we will refund to you without interest all amounts paid to us for the Initial Franchise Fee, less the greater of (1) \$2,500, or (2) the actual costs and expenses we incur in connection with granting the franchise to you. We may also condition payment of the refund on your signing a general release of claims you may

have against us. The form of General Release may be found at Exhibit C to this Disclosure Document. There are no other conditions under which the payments described in this Item 5 are refundable.

You must purchase computer software from a third-party provider chosen by us. The current cost is \$4,635, which includes the cost of the software and first year support Single User system. The cost of purchasing the computer software package is not refundable. See Item 11 for a more detailed discussion of this purchasing requirement.

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

ITEM 6 OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
Royalty Fee	For annual cumulative Net Sales of up to \$1 million the monthly Royalty Fee is 6.5% of Net Sales. For annual cumulative Net Sales in excess of \$1 million the Royalty Fee is 5.5% of Net Sales. ¹	Payable by the 5th day of each month for Net Sales during the prior calendar month, to be paid by electronic ACH transfer. ²	The minimum annual Royalty Fee is \$7,000 per Unit Territory. Each year the minimum amount may be adjusted for inflation, according to the Consumer Price index. The Base Year is November 1, 2023. The amount stated above is for 2023.
Advertising Fund Contributions	Each month you will contribute 1.2% of Net Sales.	The Advertising Fund Contributions are payable at the same time and same ACH payment terms as the monthly Royalty Fee ²	We will contribute to Advertising Fund 50% of the contributions made by you.
Audit	Cost of inspection or audit (\$100 to \$1,000)	As incurred	You must pay this expense if required reports are not submitted or if the audit reveals that royalties are understated by more than 3%.
Assignment	Transfer fee of \$10,000 plus legal costs and expenses incurred with transfer, including administrative costs, legal fees, and training costs.	Before consummation of transfer	
Renewal Fee	50% of the then current initial franchise fee	Before renewal	

Type of Fee¹	Amount	Due Date	Remarks
Refresher Training	Will vary	As incurred, before attending training.	Weed Man will provide ongoing training through webinars, teleconferences, memos, Manual updates, face-to-face meetings and annual conventions. You will be encouraged to attend all training, but not required to attend more than 2 of these courses per calendar year.
Convention	\$400 to \$500	While attending the Convention	You must pay the seminar fee, and all travel and living expenses.
Indemnification	Will vary under circumstances	As incurred	You have to indemnify and hold us, our affiliates, officers, agents and employees harmless from all loss or damage, liability, cost and expense arising out of a violation of the Franchise Agreement by you and from all claims made by third parties for the operation of your Business

Type of Fee¹	Amount	Due Date	Remarks
Interest	The greater of 1-1/2% per month or 5% over Wall Street Journal Prime Rate, but not above the highest legal rate for open account business credit.	When billed	Payable on all overdue amounts
Management Fee	Reasonable fee plus expenses incurred	As agreed	Upon death or incapacity of franchisee, if requested or if no competent manager is available
Special Assistance	\$200/hr plus travel expenses	As incurred.	If you require additional advice or guidance, we will provide assistance at an hourly rate.

Notes:

1. All fees are imposed by and payable to us. All fees are non-refundable.
2. Payment of the Royalty Fee and the Advertising Fund Contribution must be made by electronic ACH transfer. .

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

The Royalty Fee is based on Net Sales in the Licensed Business (the "Royalty Fee"). The Royalty Fee is equal to 6.5% on any calendar year Net Sales less than \$1,000,000 and equal to 5.5% on any calendar year Net Sales in excess of \$1,000,000. The Royalty Fee will be calculated each calendar month based on Net Sales generated during that month.

The Royalty Fee is payable monthly by electronic funds transfer during the term of the Franchise Agreement. You must make ACH transfer arrangements in order to make monthly Royalty Fee payments by electronic fund transfer, and you agree to authorize your bank to make payments using this method and to keep ACH banking arrangements current and updated if changes occur. In addition, the monthly Royalty Fee payment, the Advertising Fund contribution, and all applicable reporting forms or, if

subsequently required by the Licensor, computerized or electronic reports, must be submitted monthly no later than the 5th day of each calendar month for the Net Sales during the prior calendar month.

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

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

If you fail to make timely and consistent payments of your service fee and other payments you owe us, you will be charged interest on a weekly basis. The rate of interest we charge will be at the greater rate of (a) up to one and one-half percent (1.5%) per month, with the rate determined solely by Weed Man, or (b) at the Prime Bank Rate (as quoted in the Wall Street Journal) plus 5 percentage points, compounded and payable weekly; but will not exceed the highest legal rate for open account business credit. See Section 10.3 of the Franchise Agreement.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is To Be Made
Initial Franchise Fee	\$30,000 ¹ -\$50,000	As Agreed	Fully payable when you sign the Franchise Agreement.	Us
Training Cost	\$4,600 ²	As Agreed	Fully Payable before attending training.	Us
Travel & Living Expenses During Initial Training	\$2,000 – \$3,000 ²	As Agreed	As Incurred	Outside Vendors
Real Estate Improvements	See Below ³	As Agreed	As Incurred	Third Parties
Equipment and Fixtures	\$7,700 ⁴	As Agreed	As Incurred	Outside Suppliers
Truck & Spray Package Lease	\$1,000 - \$1,500/month ⁵	As Agreed	As Agreed	Outside Suppliers
Computer Hardware and Software	\$5,635 ⁶	As Agreed	As Incurred	Outside Suppliers
Miscellaneous Opening Costs	\$1,600 - \$2,350 ⁷	As Agreed	As Incurred	Third Parties
Additional Funds - 3 months	\$25,000-\$30,000 ⁸	As Agreed	As Incurred	Third Parties
Insurance ⁹	\$3,000	As Agreed	As Agreed	Insurer
TOTAL ESTIMATED INITIAL INVESTMENT ¹⁰	\$80,535 to \$107,785			

Notes:

1. This amount varies depending on the size of territory. If the population is up to 150,000 people, the initial fee is \$30,000. If the population is greater than 150,000 people and up to 300,000 people, the initial fee is \$50,000.
2. Training expenses for days 1 through 7, as detailed in Item 11, include all the material and instructors for up to 3 people. Online software training includes all the materials and instructors for 1 person. You will be responsible for all travel expenses, lodging, meals and salaries that you and your employees incur for training. No refresher courses are currently planned.
3. You may finance Real Estate property at your option, by contract, installment, purchase or lease. (We do not recommend the purchase of real estate for our franchised businesses). Due to the various methods of acquiring the real estate property and the variable cost of this property based on its location, it is impossible to estimate what expenditures might be necessary to acquire real estate. It is expected that the office and warehouse will require between 1,350 and 1,500 total square feet and be located in an industrial or commercial area.
4. This amount reflects the purchase of office equipment (desk, chairs, answering machine and calculator), safety and other equipment for your truck (face shield, apron, gloves and boots, broom, fire extinguisher and first aid kit), uniforms for one technician, fertilizer spreader, measuring wheel, and recommended technical books. Uniforms, gloves and measuring wheels may be purchased from us. All other supplies are purchased from outside suppliers. This amount also includes the costs of a mister-type sprayer for Pest Control applications, which can cost between \$1,000 to \$1,500, depending on size and quality. Our recommendation on this equipment will cost approximately \$700 for a 3 Gallon Stihl SR 430 – SR 450. You will also need a hand sprayer that ranges about \$50-\$100, which is also included in this amount.
5. The Truck & Spray Package includes a 360-gallon spray tank, and a truck that handles a GVR (Net Vehicle Weight Rating) of 10,000 lbs., as described in the Operations Manual. The package may be leased from a third-party supplier for approximately \$1,000 - \$1,500 per month. The lease range may vary depending on the options selected for the truck and spray system. The Spray package may be purchased separately at an approximate cost of \$12,000 to \$14,000 if you previously owned a lawn care business and own a truck that conforms to our specifications. A down payment of \$810 is required for the spray system and is refunded by credit after delivery. Freight is additional.
6. The cost of the WEMMS.net computer software package described in Item 11 is \$4,635, which includes the cost of software and the first year support. We estimate that the computer hardware will cost approximately \$1,000.
7. These expenses include utility deposits, business licenses, security deposits and incorporation fees. This range does not include the cost of insurance.

8. This item estimates your initial startup expenses for a 3-month period and includes administration and selling expenses during this period. We estimate these expenses to range from a low of \$25,000 to a high of \$30,000. These expenses include payroll costs, but do not include any draw or salary for you. It also does include lease payments but not debt service. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the initial period and whether you perform the services personally. We require you to have between \$50,000 and \$60,000 line of credit to cover the fluctuations in the operation of your business. Otherwise, you must have an equal amount of cash readily available.

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

10. We relied on our years of experience in this business to compile these estimates and on information we have obtained from THI and TH Canada. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

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

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

You must purchase the following items from our approved suppliers:

1. A software package was created for THI and TH Canada for use in your approved computer system. The software package is sold to you by Toaga Dev. Works. The current cost of the required Single User Windows based system consisting of WEMMS.NET software is \$4,150, which includes the cost of the software, the prospect file inspiration and API set-up set up. You must pay for a required annual support services (\$505). You may also choose the optional annual credit card utility fee (\$150 – optional).

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

We estimate these required purchases and leases represent approximately 6% of all purchases and leases by you of goods and services in establishing and operating the franchise.

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

Production Vehicles, Equipment and Computer Hardware.

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

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

Other Computer Software.

In addition to the software package described at the beginning of this Item 8, you must purchase specified types of word processing, spreadsheet and accounting software. These software packages can also be purchased at most retail stores that specialize in the sale of computer software.

Inventory.

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

Insurance.

You are required to purchase insurance according to our specifications.

Liability insurance coverage, and the policies providing that coverage, will vary depending on the laws of your state and the particular insurance packages offered by qualified insurers in your state. We will consult with you and your insurance advisors regarding available insurance coverage, and determine with you the best and most reasonably affordable complete coverage available. The exact limits of your insurance

will change over time, and we specify current limits of acceptable insurance coverage in our System Operations Manual. Your insurance package, in one combination of policies or another, will in all likelihood contain the following types of coverage:

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

Miscellaneous.

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

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

Issuance of Specifications and Approved Suppliers.

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

Approval of Previously Unauthorized Products, Suppliers and Equipment.

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

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

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

Weed Man as an Approved Supplier.

Turf Supplies USA, Inc. (TSUI) a company owned by Turf Holdings Inc. and the Sub Franchisor network was created to locate vendors, which provide products and services including production vehicles, equipment, uniforms, invoices and other marketing communications used in the operation of the Business that are identified and approved by THI. TSUI approves vendors and their approved products or services, negotiates national volume discounts on pricing and provides terms favorable to you. In the year ending December 31, 2022, TSUI's revenues from the sale of required products to WEED MAN franchisees were \$1,027,492.94 or 100% of its total revenues of \$1,027,492.94. In the year ending December 31, 2022, THI's revenues from the sale of required products to its franchisees was \$199,102.13 or about 4.0% of its total revenues of \$4,990,994.23.

We receive rebates from some of our suppliers based on their transactions with our franchisees. We receive on average a 2%-11% rebate of all franchisee purchases

from some of our suppliers. In 2022, we received rebate revenue of \$64,649, or about 4% of our total revenues of \$1,556,090. We expect to make purchasing arrangements with suppliers for your benefit for fertilizer and chemical products, equipment, uniforms, forms and marketing services. We do not provide any material benefits to you based on your use of designated or approved sources. There are no purchasing or distribution cooperatives.

TSUI is owned by THI and the sub-franchisor network. None of our members has any financial interest in any suppliers.

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

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

ITEM 9 FRANCHISEE’S OBLIGATIONS

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

Obligation	Article in Franchise Agreement	Item in Disclosure Document Item
(a) Site selection and acquisition/lease	Not Applicable	Not Applicable
(b) Pre-opening purchases/leases	Article 2.7	Items 5 and 8
(c) Site development and other pre-opening requirements	Not Applicable	Not Applicable
(d) Initial and ongoing training	Articles 2.1, 2.3, 2.4	Item 11
(e) Opening	Not Applicable	Item 11
(f) Fees	Articles 4.1 - 4.4	Items 5, 6 and 7
(g) Compliance with standards and policies/Operations Manual	Articles 1.4, 2.8, 3.2 - 3.4, 3.6, 3.13	Items 11 and 16
(h) Trademarks and proprietary information	Articles 2.2, 5.1 - 5.4, 6.1	Items 13 and 14
(i) Restrictions on products/services offered	Article 3.6	Items 8, 11 and 16
(j) Warranty and customer service requirements	Article 3.10	Not Applicable

Obligation	Article in Franchise Agreement	Item in Disclosure Document Item
(k) Territorial development and sales quotas	Article 3.1	Item 12
(l) Ongoing product/service purchases	Articles 3.6, 3.10	Item 8
(m) Maintenance, appearance and remodeling requirements	Articles 3.3, 3.14	Item 11
(n) Insurance	Article 3.12	Items 7 and 8
(o) Advertising	Articles 3.8, 3.9	Items 6, 7, 8 and 11
(p) Indemnification	Articles 10.1, 11.0	Item 6
(q) Owner's participation/management/staffing	Articles 2.5, 3.5	Item 15
(r) Records/reports	Article 3.11, 3.17	Item 6
(s) Inspections/audits	Articles 3.15, 4.6	Item 6
(t) Transfer	Articles 7.1 - 7.5	Item 17
(u) Renewal	Article 1.2	Item 17
(v) Post-termination obligations	Articles 6.3, 9.1 - 9.6	Item 17
(w) Non-competition covenants	Articles 6.2, 6.4 - 6.6	Item 17
(x) Dispute resolution	Not Applicable	Item 17
(y) Other: Guarantee of Franchisee obligations (Note 1)	Articles 11, 3.12, 6.2, 6.3, and throughout the franchise agreement	
<p>Notes:</p> <p>(1) All owners of the Franchisee must sign the franchise agreement. All owners of the Franchisee must sign the franchise agreement. Individuals signing the franchise agreement are designated in the agreement as "guarantors" of the obligations of a business entity franchisee, and also indemnify Midwest Lawn Care, LLC, THI, and TH Canada for claims arising from a violation obligations they have to Midwest Lawn Care, LLC, THI, and TH Canada, including obligations under of the franchise agreement.</p>		

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

Except as listed below, neither we nor THI is required to provide you with any assistance:

Before you open the Business, we will:

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

During your operation of the Business, we will:

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

Advertising Fund.

THI maintains and administers an advertising fund for the WEED MAN System (the "Advertising Fund"). All franchisees (including any company owned stores) must contribute to the fund at the same rate of 1.2% of Net Sales (see Item 6). We will contribute to the fund at a rate equal to 50% of the contributions made by you. The Fund may be used by us, in our sole discretion, to meet any and all costs of maintaining,

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

The advertising contributions from you may be commingled with our general funds, but administratively segregated to form the Advertising Fund. We must account for the Fund separately from our other funds. We are prohibited from using the Fund to defray any of our general operating expenses, except for such reasonable salaries, administrative costs and overhead as we may incur in activities reasonably related to the administration or direction of the Fund and its advertising programs (including conducting market research, preparing advertising and promotional materials and collecting and accounting for contributions to the Fund). We will provide to franchisees an annual unaudited accounting of the receipts and disbursements of the Advertising Fund within 90 days of the end of our fiscal year. All funds not spent in the year in which they accrued will be placed in short-term investment instruments and spent during the following calendar year.

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

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

We are not obligated to spend any particular amounts on advertising in your Territory. We may spend, on behalf of the Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Businesses to the Fund in that year and the Fund may borrow from us or others to cover deficits or invest any surplus for future use. We will not spend any Fund moneys for the solicitation and sale of franchises. During the last fiscal year (ending 12/31/22), the Advertising Fund spent 8% of its expenditures on administrative costs and the remaining 92% was spent on creative development, website costs, consumer magazines, consumer newsletters, public relations and media placement.

Local Advertising.

You must participate in local advertising of the Business, and do so only by means of advertising and promotion materials that have been approved by us. We will provide you with approved advertising plans and materials. However, we must do so

only on the same terms and conditions as such plans and materials are furnished to other Weed Man businesses. Any Internet advertising specific to your business must be promoted only through Weed Man-approved websites. (Article 3.9, Franchise Agreement).

Computer System.

Every franchise must use a computer system in the operation of the Business. The required computer system will consist of a current model computer system with a current Windows operating system, high speed Internet connection, as well as MS Office, Microsoft VNC, Lexmark or comparable Laser Printer, APC Backups Office 500va UPS or comparable, and a backup device or service sufficient to back up all data files and application software with media. We estimate the cost of this equipment to be approximately \$1,000.

The operational software WEMMS.NET has been developed especially for the service business. This software is the proprietary property of Toaga Dev. Works and must be purchased through them. There is no contractual right or obligation by Toaga Dev. Works or us to provide maintenance, repair, upgrades or updates. The current annual costs for optional or required maintenance and support contracts, upgrades or updates are \$505 per server or workstation. The software has been continuously in use by the WEED MAN system since 1985.

The cost of the computer software package described above is \$4,150, which includes the cost of the software, the prospect file inspiration and API set-up set up. You must pay for a required annual support services (\$505). You may also choose the optional annual credit card utility fee (\$150 – optional).

You are required to update and maintain your computer system as necessary to perform all office and computer functions required by the Franchise Agreement. There is no other contractual limitation on the cost or frequency of this obligation. We do have independent Internet access to this data to provide updates and information and retrieve data.

Operations Manuals

The table of contents of our electronic Manuals we provide Franchisees as of our most recent fiscal year end are attached as Exhibit E.

Training.

Before the Business's opening, we will provide initial training to you and your manager on the operation of the Business at our Toronto-area facilities. This year all or a portion of our training will be provided online depending on travel/pandemic restrictions.

You or your manager must complete this training to our satisfaction. In addition to the training expenses outlined in Item 7, you must pay for all travel expenses (i.e.

expenses for transportation, lodging, meals and salaries) that you and your manager incur for training. Our training program will be conducted by a team of experienced WEED MAN managers, most of whom have been with the WEED MAN organization for many years. Each trainer in this list is followed in parentheses by the number of years he or she has been part of the WEED MAN organization: Mike Richard (25+ years), Laurie Young (25+ years), Chris Lemcke (28+ years), Greg Cupples (17+ years), Erica Knapp (10+ years), Jason McCausland (25+ years), Crystal Shane (5+ years), Bob Shane (25+ years), and/or Jennifer Lemcke (28+ years) from Turf Holdings Inc. Toago Dev. Works with its predecessor, Shaco Enterprises Limited, has been the computer supplier and support representative for over 20 years.

As of our most recent fiscal year end, we provided the following training:

TRAINING PROGRAM

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

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

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

** WEMMS.NET training will take place online when you return to your office after the in-person training session in our Orono training facility. Mandatory training for the WEMMS.NET software for up to 3 people includes up to 8 hours training on Configuration, Daily Usage and Reporting (recommended 2x4 hour sessions), a 1-hour to 2-hour follow-up session, and a 2-hour training in Stoptimiser and Bin Creator that must be attended by at least one person from each franchise. Training for any additional members will be billed at the current rate.

We estimate that there will be an interval of 1 to 12 months between the signing of the Franchise Agreement and your commencing Business, but the interval may vary based upon factors such as the delivery schedule for equipment and vehicles, hiring personnel and placement of advertising. We require you to complete the formal initial training program before opening and we may require additional training programs once you have commenced operations.

You may select any site for the location of the franchised business. We do not select or approve the site.

ITEM 12 TERRITORY

As long as the Franchise Agreement remains in effect, you will have the right use the Weed Man System to sell lawn care services, Mosquito Control Services, and Perimeter Pest Control Services under the Marks within an assigned Territory. The Territory is based on such factors as population density, market statistics, competition and other factors. Precise boundaries are described by the use of a map setting forth county lines, township lines, municipal boundaries, census tract boundaries and state and US highways. A description of the territory is attached in schedule 2 of the Franchise Agreement, which is found in Exhibit C.

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

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

Canada and their designees have the absolute right to conduct whatever business they wish anywhere within the Territory or elsewhere in the United States. There are no other restrictions on the franchisor from accepting orders from consumers inside the territory, and no compensation paid for orders WEED MAN receives from inside your territory.

You may not solicit customers outside of your Territory, and you may not operate outside of your Territory.

You do not receive an option, right of first refusal, or similar right to acquire additional franchises within your area. There is no minimum sales quota. You will maintain your rights to your area even though the population increases so long as you are not in default under the Franchise Agreement. Continuation of your territorial exclusivity does not depend on meeting any sales volume, market penetration, or other contingency. There are no circumstances under which we may alter your territory or modify your territorial rights.

ITEM 13 TRADEMARKS

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

Mark	Registration Number	Date of Registration
Weed Man	1,125,439	September 25, 1979; second renewal: June 20, 2009; third renewal: April 4, 2019

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

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

Except as described below, there are no agreements currently in effect which significantly limit our right to use or license the use of the Marks in any manner material to the franchise. We signed a Sub-Franchise Agreement with THI dated August 24, 2000 granting us the rights to sub-franchise the Weed Man franchise program in Minnesota, North Dakota, South Dakota, Wisconsin, and Northern Illinois. The Sub-Franchise Agreement has an initial term duration of 10 years and may be renewed for successive 10-year terms. Among the terms of the Sub-Franchise Agreement are requirements that we use the Marks in a manner approved by TH Canada and THI. THI has the right to

inspect our use of the Marks, as well as the use of the Marks by you and other franchise owners in the US. Ownership of the Marks resides with TH Canada and we have agreed to notify TH Canada and THI of any infringement of or challenge to the use of any of the Marks.

Under its terms, the Sub-Franchise Agreement may be terminated by THI (a) if we go bankrupt or become insolvent; (b) if a receiver for our company is appointed; (c) if we cease operation of our business; (d) if we attempt to assign rights in the Sub-Franchise Agreement without receiving the necessary approvals; (e) if we engage in conduct that reflects unfavorably on the Marks or the Weed Man System; (f) if we fail or refuse to pay amounts due THI when due; (g) if we fail or refuse to submit reports when due; or (h) if we fail to cure any other default within 30 days of receiving written notice of the default. In the event of an expiration or termination of the Sub-Franchise Agreement, your rights under the Franchise Agreement will be assigned to THI.

You may use the Marks only in the way and where we say and only for the sale and performance of products and Services we expressly authorize in writing. You may not alter or add to the form or content of the Marks in any manner, and you may not use the Marks or any portion of them as part of a corporate name or trade name. You may not file or acquire any registration (state or federal) for the Marks or for any trademark or service mark (or any variation) confusingly similar to the Marks, and may not do anything that may injure the goodwill or reputation represented by the Marks.

You must advise us, TH Canada, and THI of all infringing uses of the Marks by others. We will solely determine whether these uses are unauthorized uses and whether action should be commenced to curtail these uses. If, because of an infringement, TH Canada, THI or we think it is advisable for you to modify or discontinue the use of any of the Marks or to use a substitute trademark, you agree to do so. In that case, we will reimburse you for the actual expenses you reasonably incur in replacing signs or other printed material used in the conduct of your WEED Man business that bear the Marks to be modified or discontinued. You must cooperate with and assist TH Canada, at TH Canada's expense, in prosecuting or defending any proceedings with respect to the Marks and agree to execute specified documents and do such other things, as TH Canada deems necessary to a successful prosecution or defense.

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

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. We claim copyright protection of our written materials, videotapes, training materials and related materials although these materials have not been registered with the United States Registrar of Copyrights. The written materials, videotapes and related materials are considered

proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect, which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

You may use certain confidential or proprietary materials for the advertising and sale of the Services under the Marks. Any information, knowledge, or know-how, including without limitation, drawings, materials, equipment, marketing, videotapes, and other data, which we designate as confidential will be deemed confidential for purposes of the Franchise Agreement.

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

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

The Franchise Agreement allows a corporation or limited liability company to serve as the franchisee, but also requires the individual shareholders to serve as “guarantors and indemnifiers” of the entity’s obligations to the licensor under the Franchise Agreement. As such, an individual owner will be subject to the personal guaranty, non-competition, and confidentiality provisions summarized or cross-referenced in Items 9, 13, and 17 of this Disclosure Document.

Except for the territorial restrictions discussed in Item 12, we do not impose any restrictions or conditions that limit your access to customers.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

The Business must, throughout the Territory and during the seasons specified periodically by us, offer every service and all services authorized by us for sale by the Businesses. The Business may elect to not offer those approved services that we designate as “optional services.” In addition, you must always maintain an inventory of authorized and approved products sufficient in variety and quality to satisfy customer demand. You are limited to offer or sell authorized and approved products and services only to residential customers in your Territory but are not limited to offer or sell authorized and approved products and services to commercial customers in the Territory, except that your obligation to operate the Business primarily within your Territory so limits you.

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ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

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

Provision	Article in Franchise Agreement	Summary
g. “Cause” defined-curable defaults	Article 8.1	30 days cure for all defaults, with listed exceptions.
h. “Cause” defined-non-curable defaults	Article 8.1	Abandonment, unauthorized transfers, unauthorized disclosure of know-how, insolvency, repeated violations, conviction of a felony, failure to maintain insurance, failure to complete training, failure to commence business.
i. Franchisee’s obligations on termination/nonrenewal	Articles 9.1 - 9.5	Cease operating Business, cease use of System including WEMMS software and Marks, cancel assumed or similar name registrations, return materials, change telephone number or de-identify, pay outstanding amounts.
j. Assignment of contract by franchisor	Article 7.1	No restriction on our right to assign.
k. “Transfer” by franchisee - definition	Article 7.2	Includes transfer of any right or interest in the Agreement or you.
l. Franchisor approval of transfer by franchisee	Article 7.2	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Article 7.2	You are not in default, transferee qualifies and provides required documents, assumes all your obligations, transfer fee paid, you execute and deliver release, training completed, monetary obligations subordinated transferee’s owners sign guaranty.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Article 7.4	We have right to match offer.

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

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

We use historical financial information submitted by our franchisees to complete the information contained in this Financial Performance Representation. Neither we nor any independent certified public accountant has independently audited or verified this information.

You are strongly advised to perform an independent investigation of this opportunity to determine whether or not the franchise may be profitable and to consult your attorney, accountant, and other professional advisors before entering into a franchise agreement.

All of the Net Sales information used in this Financial Performance Representation is determined for calendar year 2022. This 2022 Net Sales information was submitted at the end of 2022; 2022 is the most recent year for which a full year's sales information is available. At the beginning of the 2022 lawn care season there were 132 "Franchise Partners" (see note below) operating under 241 Franchise Agreements. The 2022 figures in the following tables are based on the 132 Franchise Partners that were in operation for the entire 12 months of 2022. In each of the following performance categories we show the number of Franchise Partners on which the figures are based, as well as the percentage each figure represents of all reporting operations. We determine the percentage by dividing the number of Franchise Partners into the total of 132, which is the number of Franchise Partners in operation for the whole year.

Note: In the WEED MAN System, a Franchise Partner may enter multiple franchise agreements and a franchise agreement may relate to multiple territories. As of December 31, 2022 there were 132 Franchise Partners, 241 franchise agreements, and 650 territories in the US WEED MAN System.

As of December 31, 2022, across the WEED MAN system there were a total of 40 out of 241 franchise agreements, or about 16.6% of all franchise agreements, that had one territory. In the past 5 years the great majority of newly granted franchises had more than one territory.

The term "Net Sales" as used in this Item is the same measure we use to calculate our Royalty Fee and Ad Fund Contribution (as discussed in Item 6). It means the actual gross sales of all services performed and invoiced to customers, whether for cash or credit, plus all other revenues derived from the operation of the Licensed Business by the Licensee, including the fair

market value of any services or products received by the Licensed Business in barter or exchange for services or products, but excluding all federal, state or municipal sales, use, service or excise taxes collected from customers and paid to the appropriate taxing authorities.

Table #1: Statement of 2022 Net Sales for All Reporting Franchise Partners.

		Number of Franchise Partners	% of Total Franchise Partners in the US Operating for all of 2022 (132)	% of Franchise Partners That Exceeded this Average
Net Sales Per Franchise Partner in the US	Average = \$1,661,147 Median = \$1,173,416 Highest = \$9,273,500 Lowest = \$24,705	132	100.0%	34.1 %

Table #2: 2022 Net Sales Per Customer

		Number of Franchise Partner Reporting	% Exceeding Average
Average Net Sales per Customer	\$686	132	51 (38.6%) of 132 Franchise Partners Reporting
Median Net Sales per Customer	\$651		
Highest Net Sales per Customer	\$1,330		
Lowest Net Sales per Customer	\$397		

Notes

1. We calculate the Average Net Sales Per Customer by dividing the total 2022 sales made in the US WEED MAN System by the total number of full program customers. The Median is calculated by identifying the number that reflects the same level of reported Net Sales Per Customer that exceeds the Median figure as are lower than the Median figure. As of December 31, 2022, there were 319,859 full program customers reported in the US WEED MAN System. Full program customers in the WEED MAN System are those who have received more than a single application of lawn care service but have subscribed for a full program.

Table #3 2022 Net Sales Per Service Vehicle

		Number of Franchise Partners Reporting	% Exceeding Average
Average Net Sales per Service Vehicle	\$238,339	132	51 (38.6%) of 132 Franchise Partners Reporting
Median Net Sales per Service Vehicle	\$221,757		
Highest Net Sales per Service Vehicle	\$370,225		
Lowest Net Sales per Service Vehicle	\$24,705		

Notes

1. We calculate the Average Net Sales Per Service Vehicle by dividing the total sales made in the US WEED MAN System by the number of Service Vehicles in operation. The Median is calculated by identifying the number (the Median) in the range of Net Sales per Service Vehicle that reflects the same level of reported Net Sales per Service Vehicle that exceeds the Median figure as is lower than the Median figure. As of December 31, 2022, there were 920 Service Vehicles reported being used in the US WEED MAN System.

Table #4: Statement of 2022 Average/Median Net Sales by Years of Operation

			Number of Franchise Partners Reporting	% of Total Franchise Partners in the Operating Age Group	% of Franchise Partners in the Operating Age Group That Exceeded this Average
1 to 2 Years in Operation	Net Sales Per Franchise Partner in the US in Operation for 1 to 2 Years				
		Average = \$356,537 Median = \$68,959 Highest = \$1,422,901 Lowest = \$24,705	11	100%	36.4%
3 to 5 Years in Operation	Net Sales Per Franchise Partner in the US in Operation for 3 to 5 Years				
		Average = \$912,506 Median = \$728,022 Highest = \$1,936,558 Lowest = \$118,733	9	100%	44.4 %
6 to 9 Years in Operation	Net Sales Per Franchise Partner in the US in Operation for 6 to 9 Years	Average = \$750,674 Median = \$566,596 Highest = \$2,824,101 Lowest = \$59,807	28	100%	32.1 %
10+ Years in Operation	Net Sales Per Franchise Partner in the US in Operation for 10 or More Years	Average = \$2,269,733 Median = \$1,649,545 Highest = \$9,273,500 Lowest = \$127,318	82	100%	39.0 %

Table #5: 2022 Gross Profit Margin

# of Franchise Partners Reporting	Average Gross Profit Margin	Number of Franchise Partners that Attained or Surpassed the Average	Percentage that Attained or Surpassed the Average	Median Gross Profit Margin
114	86.27	57	50.00%	85.32%

Notes

1. “Gross Profit Margin” is calculated by subtracting the costs of materials used in the business, such as fertilizers and pesticides, from Net Sales and presenting that figure as a percentage of Net Sales. We derive those costs based on the sales figures reported to us directly from suppliers to the WEED MAN System, and those sales figures are not audited. Gross Profit Margin does not reflect other expenses of the business, such as labor, equipment, or vehicle expenses.

OTHER FACTORS

Production vehicles are important in the WEED MAN system. In 2022 there were 920 production vehicles in operation for the 132 WEED MAN Franchise Partners. The average number of service vehicles per Franchise Partner was 6 service vehicles; the median was 5 service vehicles; the lowest was 1 service vehicle; and the highest was 33 service vehicles. The number of Franchise Partners reporting their production vehicles is 100% of the total number of operating Franchise Partners operating for 12 months in 2022.

The total system sales made by all of the members of the US WEED MAN program, as reported to us for 2022, but not audited, totaled \$219,271,468.45.

Some of the outlets in the WEED MAN system have achieved these levels of Net Sales and/or Gross Margin. Your individual results may differ. There is no assurance that you’ll sell as much or do as well.

We have written substantiation to support the representations in this Item 19. Written substantiation of the data used in preparing this statement will be made available to you on reasonable request.

Other than the preceding financial performance representation, WEED MAN does not make any financial performance representations. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Terry Kurth, 2211 Eagle Drive, Middleton, Wisconsin; telephone (608) 798-1490; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

The first 5 tables in this Item 20 pertain specifically to the regional activity of Midwest Lawn Care, LLC; the following tables pertain to the national Weed Man system.

Midwest Lawn Care, LLC - Table No. 1

Midwest Lawn Care, LLC Outlet Summary
For Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2020	21	21	0
	2021	21	23	+2
	2022	23	23	0
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	21	21	0
	2021	21	23	+2
	2022	23	23	0

* The statistics set forth in these Item 20 tables refer to Unit franchise agreements granted.

Midwest Lawn Care, LLC - Table No. 2

Transfers of Outlets From Franchisees to New Owners
(Other than Midwest Lawn Care, LLC) For Years 2020 to 2022

State	Year	Number of Transfers
Illinois	2020	0
	2021	0
	2022	0
Minnesota	2020	0
	2021	0
	2022	0
Wisconsin	2020	0
	2021	0
	2022	0
Totals	2020	0
	2021	0
	2022	0

Midwest Lawn Care, LLC - Table No. 3

Status of Franchised Outlets – Midwest Lawn Care, LLC
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Illinois								
	2020	11	0	0	0	0	0	11
	2021	11	1	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Minnesota								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Wisconsin								
	2020	9	0	0	0	0	0	9
	2021	9	1	0	0	0	0	10
	2022	10	0	0	0	0	0	10
Totals								
	2020	21	0	0	0	0	0	21
	2021	21	2	0	0	0	0	23
	2022	23	0	0	0	0	0	23

Note: If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Midwest Lawn Care, LLC - Table No. 4

Status of Company-Owned Outlets Midwest Lawn Care, LLC
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Midwest Lawn Care, LLC - Table No. 5

Projected Openings by Midwest Lawn Care, LLC
as of December 31, 2022

State	Franchise Agreements Signed But Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2023)	Projected New Company-Owned Outlets in the Next Fiscal Year (2023)
Illinois	0	0	0
Minnesota	0	0	0
South Dakota	0	1	0
Wisconsin	0	1	0
Totals	0	2	0

The following 5 tables pertain to unit franchisees in the national Weed Man system.

Note: If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

National Table No. 1

System-wide Outlet Summary*
For Years 2020 to 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised Outlets	2020	208	214	+6
	2021	214	232	+18
	2022	232	242	+10
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	208	214	+6
	2021	214	232	+18
	2022	232	241	+9

*As of December 31, 2022 there were 132 Franchise Partners, 241 unit franchise agreements, and 650 territories in the US WEED MAN System. The tables in this Item 20 refer to unit franchise agreements.

National Table No. 2

Transfers of Outlets from Franchisees to New Owners
For the Years 2020 to 2022
(Other than the Franchisor)

State	Year	Number of Transfers
Arkansas	2020	0
	2021	0
	2022	1
California	2020	0
	2021	0
	2022	2
Colorado	2020	0
	2021	0
	2022	0

State	Year	Number of Transfers
Florida	2020	0
	2021	1
	2022	0
Iowa	2020	0
	2021	1
	2022	0
Illinois	2020	1
	2021	0
	2022	0
Indiana	2020	0
	2021	0
	2022	0
Kentucky	2020	0
	2021	0
	2022	0
Maryland	2020	1
	2021	1
	2022	0
Michigan	2020	2
	2021	0
	2022	0
Missouri	2020	0
	2021	1
	2022	0
New Jersey	2020	0
	2021	0
	2022	0
North Carolina	2020	0
	2021	1
	2022	0
Ohio	2020	0
	2021	3
	2022	1
Oklahoma	2020	1
	2021	0
	2022	0
Pennsylvania	2020	0
	2021	1
	2022	0

State	Year	Number of Transfers
Texas	2020	0
	2021	1
	2022	0
Utah	2020	0
	2021	5
	2022	0
Virginia	2020	0
	2021	1
	2022	2
West Virginia	2020	0
	2021	0
	2022	1
Totals	2020	5
	2021	16
	2022	7

National Table #3

Status of WEED MAN Franchised Outlets*
For Years 2020 to 2022

State	Year	Franchise Agreements at Start of Year	Franchise Agreements Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Alabama	2020	2	1	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Alaska	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Arizona	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Arkansas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
California	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Colorado	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Connecticut	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Delaware	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
District of Columbia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Florida	2020	1	0	0	0	0	0	1
	2021	1	4	0	0	0	0	5
	2022	5	1	0	0	0	0	6
Georgia	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7

State	Year	Franchise Agreements at Start of Year	Franchise Agreements Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Hawaii	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Idaho	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Illinois	2020	17	0	0	0	0	0	17
	2021	17	1	0	0	0	0	18
	2022	18	0	0	0	0	0	18
Indiana	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	0	8
Iowa	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Kansas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kentucky	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Louisiana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maine	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Maryland	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Massachusetts	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Michigan	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14

State	Year	Franchise Agreements at Start of Year	Franchise Agreements Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Minnesota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Mississippi	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Missouri	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Montana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Nevada	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New Hampshire	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New Jersey	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	1	1	0	0	0	6
New Mexico	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New York	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
North Carolina	2020	10	0	0	0	0	0	10
	2021	10	3	0	0	0	0	13
	2022	13	0	0	0	0	0	13
North Dakota	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

State	Year	Franchise Agreements at Start of Year	Franchise Agreements Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Ohio	2020	19	0	0	0	0	0	19
	2021	19	0	0	0	0	0	19
	2022	19	1	0	0	0	0	20
Oklahoma	2020	6	0	0	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Oregon	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Pennsylvania	2020	12	0	0	0	0	0	12
	2021	12	3	0	0	0	0	15
	2022	15	0	0	0	0	0	15
Rhode Island	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
South Carolina	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
South Dakota	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Tennessee	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	0	8
Texas	2020	13	2	0	0	0	0	15
	2021	15	1	0	0	0	0	16
	2022	16	1	0	0	0	0	17
Utah	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Vermont	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Virginia	2020	10	0	0	0	0	0	10
	2021	10	1	0	0	0	0	11
	2022	11	0	0	0	0	0	11

State	Year	Franchise Agreements at Start of Year	Franchise Agreements Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Franchise Agreements at End of the Year
Washington	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
West Virginia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Wisconsin	2020	9	0	0	0	0	0	9
	2021	9	1	0	0	0	0	10
	2022	10	0	0	0	0	0	10
Wyoming	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Totals	2020	208	6	0	0	0	0	214
	2021	214	18	0	0	0	0	232
	2022	232	10	1	0	0	0	241

*As of December 31, 2022 there were 132 Franchise Partners, 241 unit franchise agreements, and 650 territories in the US WEED MAN System. The tables in this Item 20 refer to unit franchise agreements.

National Table #4

Status of Company-Owned Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

National Table #5

Projected Openings by Turf Holdings, Inc. As of December 31, 2022

State	Franchise Agreements Signed but Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2023)	Projected New Company-Owned Outlets in the Next Fiscal Year (2023)
Alabama	0	2	0
California	0	1	0
Connecticut	0	1	0
Florida	0	2	0
Indiana	0	1	0
Massachusetts	0	2	0
Michigan	0	1	0
Oregon	0	1	0
Tennessee	0	1	0
Texas	0	2	0
Virginia	0	1	0
Totals	0	15	0

Exhibit D lists the names of all of our operating franchisees and the addresses and telephone numbers of their businesses as of December 31, 2022. Exhibit D lists the franchisees who have signed Franchise Agreements for units that were not yet operational as of December 31, 2022. Exhibit D lists the name, city and state, and business telephone number of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

There is no franchisee association in the Weed Man system.

ITEM 21 FINANCIAL STATEMENTS

The financial statements included in this Disclosure Document at Exhibit B are:

Midwest Lawn Care, LLC

The audited financial statements as of December 31, 2022, 2021, and 2020, together with the auditor's report. The fiscal year end of Midwest Lawn Care, LLC is December 31.

Turf Holdings, Inc.

The audited financial statements as of December 31, 2022, 2021, and 2020, together with the auditor's report. The fiscal year end of Turf Holdings, Inc. is December 31.

ITEM 22 CONTRACTS

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

1. Unit Franchise Agreement
2. General Release
3. ACH Authorization Agreement

ITEM 23 RECEIPTS

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



EXHIBIT A

State Authorities/Agents for Service of Process

STATE	STATE AUTHORITY	AGENT FOR SERVICE OF PROCESS
ILLINOIS	FRANCHISE DIVISION OFFICE OF THE ATTORNEY GENERAL 500 South Second Street Springfield, Illinois 62706	Attorney General of Illinois Office of the Attorney General 500 South Second Street Springfield, IL 62706
MINNEOSTA	THE COMMISSIONER OF COMMERCE MINNESOTA DEPARTMENT OF COMMERCE 85 7th Place East, Suite 280 St. Paul, Minnesota 55101- 2198	The Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198
NORTH DAKOTA	NORTH DAKOTA SECURITIES DEPARTMENT 600 East Boulevard Ave. State Capitol, 5 th Floor, Dept. 414 Bismarck, ND 58505-0510 Telephone: 701-328-4712	SECURITIES COMMISSIONER North Dakota Securities Department 600 East Boulevard Ave. State Capitol, 5 th Floor, Dept. 414 Bismarck, ND 58505-0510
SOUTH DAKOTA	DIVISION OF INSURANCE SECURITIES REGULATION 124 S. Euclid Suite 104 Pierre, SD 57501 (605) 773-3563	DIRECTOR OF DIVISION OF INSURANCE SECURITIES REGULATION 124 S. Euclid Suite 104 Pierre, SD 57501 (605) 773-3563
WISCONSIN	DEPARTMENT OF FINANCIAL INSTITUTIONS SECURITIES DIVISION P.O. Box 1768 Madison, Wisconsin 53701- 1768	Administrator, Division of Securities, Dept of Financial Institutions P.O. Box 1768 Madison, WI 53701



EXHIBIT B

FINANCIAL STATEMENTS

MIDWEST LAWN CARE LLC
Middleton, Wisconsin

AUDITED FINANCIAL STATEMENTS

Years Ended December 31, 2022, 2021, and 2020

Table of Contents

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Balance Sheets	3
Statements of Changes in Members' Equity	4
Statements of Income	5
Statements of Cash Flows	6
Notes to Financial Statements	7 - 15



Independent Auditors' Report

To the Members
Midwest Lawn Care LLC
Middleton, WI

Opinion

We have audited the accompanying financial statements of Midwest Lawn Care LLC (a Wisconsin partnership), which comprise the balance sheets as of December 31, 2022, 2021, and 2020, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Midwest Lawn Care LLC as of December 31, 2022, 2021, and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Midwest Lawn Care LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

As discussed in Note 11 to the financial statements, the 2021 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Midwest Lawn Care LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Midwest Lawn Care LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Midwest Lawn Care LLC's ability to continue as a going concern for a reasonable period of time.

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

Rilly, Penner & Benton LLP

March 21, 2023
Milwaukee, Wisconsin

MIDWEST LAWN CARE LLC

Middleton, Wisconsin

Balance Sheets

December 31, 2022, 2021, and 2020

	2022	Restated 2021	2020
Assets:			
Current Assets:			
Cash	\$ 539,440	\$ 485,910	\$ 352,661
Accounts receivable	---	---	963
Due from related parties	42,145	90,217	1,279
Prepaid expenses	13,754	7,849	7,908
Current prepaid franchise costs	45,753	48,451	38,966
Prepaid taxes	---	11,159	---
Total current assets	641,092	643,586	401,777
Other Assets:			
Investment in TSUI	15,255	15,702	13,032
Long-term prepaid franchise costs:			
Long-term prepaid franchise costs	258,023	287,688	247,441
Less current portion	(45,753)	(48,451)	(38,966)
Net long-term prepaid franchise costs	212,270	239,237	208,475
Total other assets	227,525	254,939	221,507
Total assets	\$ 868,617	\$ 898,525	\$ 623,284
Liabilities and Members' Equity			
Current Liabilities:			
Due to related parties	\$ 36,755	\$ 14,456	\$ 3,572
Current deferred franchise revenue	98,766	92,703	74,828
Accrued income taxes	13,921	36,487	11,397
Total current liabilities	149,442	143,646	89,797
Long-term Liabilities:			
Deferred franchise revenue	464,922	463,250	342,015
Less current portion	(98,766)	(92,703)	(74,828)
Net long-term liabilities	366,156	370,547	267,187
Total liabilities	515,598	514,193	356,984
Members' Equity	353,019	384,332	266,300
Total liabilities and members' equity	\$ 868,617	\$ 898,525	\$ 623,284

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

MIDWEST LAWN CARE LLC

Middleton, Wisconsin

Statements of Changes in Members' Equity

Years Ending December 31, 2022, 2021, and 2020

	<u>2022</u>	<u>Restated 2021</u>	<u>2020</u>
Beginning of Year Members' Equity	\$ 384,332	\$ 266,300	\$ 149,131
Members' draws	(900,000)	(750,000)	(530,000)
Net income	<u>868,687</u>	<u>868,032</u>	<u>647,169</u>
End of Year Members' Equity	<u>\$ 353,019</u>	<u>\$ 384,332</u>	<u>\$ 266,300</u>

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

MIDWEST LAWN CARE LLC
Middleton, Wisconsin

Statements of Income
Years Ending December 31, 2022, 2021, and 2020

	2022	Restated 2021	2020
Revenue:			
Franchise sales and renewals	\$ 92,703	\$ 77,515	\$ 81,240
Royalty revenue	1,298,470	1,056,549	929,365
Royalty revenue - mosquito	100,268	73,206	53,066
Fertilizer rebates	64,649	225,636	84,401
Total revenue	1,556,090	1,432,906	1,148,072
Expenses:			
Franchise expense:			
Unit franchise fees	18,541	15,503	16,248
Annual unit fees	30,000	24,000	24,000
Annual royalties	279,260	225,951	196,486
Franchise advertising	139,874	112,976	98,243
Total franchise expenses	467,675	378,430	334,977
Administrative Expenses:			
Advertising	11,639	8,322	8,530
Conference and travel expense	20,434	11,278	4,410
Consulting fees	---	---	15,000
Contributions	1,250	100	---
Insurance expense	9,445	9,478	8,280
Licenses, dues, and permits	400	---	352
Miscellaneous	9,074	4,434	1,795
Office salaries and benefits	49,691	35,722	32,883
Professional fees	54,552	63,936	49,237
Rent	---	---	2,256
Telephone	1,182	2,501	2,927
Training	2,171	---	1,191
Total administrative expenses	159,838	135,771	126,861
Total expenses	627,513	514,201	461,838
Income from operations	928,577	918,705	686,234
Investment Income:			
Dividend income	20,455	18,182	12,500
Unrealized gain (loss) on investment in TSUI	(447)	2,670	1,867
Net investment income	20,008	20,852	14,367
Other Income and Expenses:			
Other income	2,776	2,259	1,965
State tax expense	(82,674)	(66,878)	(55,397)
Early pay discount	---	(6,906)	---
Net other income and expenses	(79,898)	(71,525)	(53,432)
Net income	\$ 868,687	\$ 868,032	\$ 647,169

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

MIDWEST LAWN CARE LLC

Middleton, Wisconsin

Statements of Cash Flows

Years Ending December 31, 2022, 2021, and 2020

	<u>2022</u>	<u>Restated 2021</u>	<u>2020</u>
Cash Flows from Operating Activities:			
Net Income	\$ 868,687	\$ 868,032	\$ 647,169
Adjustments to reconcile net income to net cash provided by operating activities:			
Unrealized loss (gain) of investment in TSUI	447	(2,670)	(1,867)
Changes in assets and liabilities:			
Accounts receivable	---	963	9,466
Due from related parties	48,072	(88,938)	11,621
Prepaid expenses	(5,905)	59	6,079
Prepaid franchise costs	29,665	(40,247)	36,873
Prepaid taxes	11,159	(11,159)	---
Due to related parties	22,299	10,884	(9,624)
Deferred franchise revenue	1,672	121,235	(64,365)
Accrued taxes	(22,566)	25,090	7,928
Net cash provided by operating activities	<u>953,530</u>	<u>883,249</u>	<u>643,280</u>
Cash Flows from Financing Activities:			
Members' draws	<u>(900,000)</u>	<u>(750,000)</u>	<u>(530,000)</u>
Net cash used by financing activities	<u>(900,000)</u>	<u>(750,000)</u>	<u>(530,000)</u>
Net change in cash	53,530	133,249	113,280
Cash, beginning of year	<u>485,910</u>	<u>352,661</u>	<u>239,381</u>
Cash, end of year	<u>\$ 539,440</u>	<u>\$ 485,910</u>	<u>\$ 352,661</u>
Supplemental Disclosure of Cash Flow Information:			
Cash paid for taxes	<u>\$ 94,081</u>	<u>\$ 52,947</u>	<u>\$ 47,469</u>

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

MIDWEST LAWN CARE LLC
Middleton, WI

Notes to the Financial Statements
Years Ended December 31, 2022, 2021, and 2020

1. Nature of Business and Significant Accounting Policies

Midwest Lawn Care, LLC (“the Company”) was organized as a limited liability company (“LLC”) under the laws of the State of Wisconsin in June 2000. The Company's purpose is to own and operate a sub-franchising business for the franchisor Turf Holdings, Inc. of Oshawa, Ontario. The Company sells unit franchises for the operation of "Weed Man" lawn care businesses. The unit franchises can be formed in certain specified territories in Wisconsin, Illinois, Minnesota, South Dakota, and North Dakota.

A. Use of Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Accordingly, actual results could differ from those estimates.

B. Cash

The Company defines cash as highly liquid, short-term investments with a maturity at the date of acquisition of three months or less. Cash consists of cash deposited with banks and money market funds.

C. Receivables and Allowance for Bad Debts

Receivables, including accounts receivable and amounts due from related parties, are stated at face value. All receivables are considered fully collectible; accordingly, no allowance for bad debts has been recorded.

D. Fixed Assets

All depreciable assets are recorded at cost. Major replacements and improvements are capitalized and depreciated, while maintenance and repairs are expensed as incurred. Depreciation is computed using straight-line methods over estimated useful lives (five years) of the assets. The carrying value of long-lived assets, which are being used in the Company's operations, is assessed for recoverability based upon the related cash flow generated by such operations whenever events or circumstances indicate a potential impairment.

E. Investment in TSUI

The Company owns an investment in Turf Supplies USA, Inc. (“TSUI”).

This investment is recorded at fair value in accordance with acceptable valuation techniques and inputs to these techniques. These inputs are assumptions market participants use in pricing investments. Acceptable valuation techniques establish a fair value hierarchy that prioritizes the inputs, which are summarized as follows:

Level 1 Inputs – Quoted prices in active markets, e.g. NYSE, NASDAQ, etc. for assets identical to the securities to be valued.

Level 2 Inputs – Inputs other than quoted prices that are observable for securities, either directly or indirectly. Examples include matrix pricing utilizing yield curves, prepayment speeds, credit risks, etc.; quoted prices for similar assets in active markets; and inputs derived from observable market data by correlation or other means.

MIDWEST LAWN CARE LLC
Middleton, WI

Notes to the Financial Statements
Years Ended December 31, 2022, 2021, and 2020
(Continued)

1. Nature of Business and Significant Accounting Policies (Continued)

E. Investment in TSUI (Continued)

Level 3 Inputs – Unobservable inputs, which contain assumptions by the party valuing those assets. For level 3 inputs, there is no market data or correlations with market assumptions. Examples would include limited partnership interests, closely held stock, etc.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. at December 31, 2022, 2021, and 2020:

Closely held stock: Valued based on the Company's underlying assets and liabilities and allocated among all shareholders based upon the ownership percentage

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or be reflective of future fair values. Furthermore, although the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

F. Revenue Recognition

Initial franchise fees of \$20,000 to \$33,750 as determined by geographic area and population in that area, are recorded as deferred franchise revenue and amortized as revenue over the franchise agreement (typically ten years).

Franchise renewal fees are 50% of the then current initial franchise fee and recorded as deferred franchise revenue and amortized as revenue over the renewal agreement (typically ten years).

Royalty revenue is determined by the number of production vehicles operated by the unit franchise on an annual basis. Each year the amounts may be adjusted for inflation, according to the Consumer Price index. The base year is November 1, 1995.

Royalty revenue - mosquito is calculated at 6% of gross receipts of the franchisee for mosquito and insect repellent services. Royalties are recognized as revenue when earned.

MIDWEST LAWN CARE LLC
Middleton, WI

Notes to the Financial Statements
Years Ended December 31, 2022, 2021, and 2020
(Continued)

1. Nature of Business and Significant Accounting Policies (Continued)

G. Income Taxes

No provision for federal income taxes is required since the members (owners) of an LLC report their proportionate share of LLC taxable income or loss on their respective income tax returns. Such income or losses are proportionately allocated to the members based upon their ownership percentages. The Company has elected to pay state income taxes at the entity level for the years ending December 31, 2022, 2021, and 2020. This election permits the Company's net income to be taxed and paid by the Company instead of being included in the income tax returns of the stockholders. Current state income tax expense for the years ended December 31, 2022, 2021, and 2020 was \$82,674, \$66,878, and \$55,397, respectively.

Management of the Company evaluates uncertain tax positions taken, if any, and consults with outside counsel as deemed necessary. The Company recognizes interest and penalties, if any, related to unrecognized tax liabilities in interest expense.

H. Advertising

Advertising costs are expensed as incurred. Advertising expense was \$151,513, \$121,298, and \$106,773 for the years ended December 31, 2022, 2021, and 2020, respectively.

I. Subsequent Events

Management has evaluated subsequent events for possible recognition or disclosure through the date the financial statements were available to be distributed (March 21, 2023). There were no subsequent events that require disclosure in the notes to the financial statements.

2. Investments

During 2003, the Company purchased an interest in Turf Supplies USA, Inc. ("TSUI").

The following summarizes the classification of this investment by classification and method of valuation in accordance with U.S. GAAP as of December 31, 2022:

Description:	Fair Value Measurement at Reporting Date Using		
	Level 1	Level 2	Level 3
Closely held stock	\$ <u>15,255</u>	\$ <u>---</u>	\$ <u>15,255</u>

The following summarizes the classification of this investment by classification and method of valuation in accordance with U.S. GAAP as of December 31, 2021:

Description:	Fair Value Measurement at Reporting Date Using		
	Level 1	Level 2	Level 3
Closely held stock	\$ <u>15,702</u>	\$ <u>---</u>	\$ <u>15,702</u>

MIDWEST LAWN CARE LLC
Middleton, WI

Notes to the Financial Statements
Years Ended December 31, 2022, 2021, and 2020
(Continued)

2. Investments (Continued)

The following summarizes the classification of this investment by classification and method of valuation in accordance with U.S. GAAP as of December 31, 2020:

Description:	Fair Value Measurement at Reporting Date Using		
	Level 1	Level 2	Level 3
Closely held stock	\$ <u>13,032</u>	\$ <u>---</u>	\$ <u>13,032</u>

Additionally, the following table reconciles the changes in the fair value of the investments categorized as Level 3 investments for the years ended December 31:

Fair Value Measurements Using Significant Unobservable Inputs (Level 3)			
	2022	2021	2020
Beginning balance	\$ 15,702	\$ 13,032	\$ 11,165
Unrealized gain (loss) due to change in net assets	(447)	2,670	1,867
Ending balance	\$ <u>15,255</u>	\$ <u>15,702</u>	\$ <u>13,032</u>

3. Revenue Recognition – Contracts with Customers

A. Disaggregation of Revenue

Revenue from performance obligations satisfied at a point in time consists of royalty income, royalty income - mosquito, and fertilizer rebates. Royalty income is based upon the number of vehicles a franchisee has in operation each year. Royalty income - mosquito is based on gross revenue the franchisee generates from mosquito and insect repellent services. Fertilizer rebates are based upon the number of bags of fertilizer the franchisees purchase each year.

Revenue from performance obligations satisfied over time consists of franchise sales and renewals. Franchise sales relate to the right of the franchise to use the name Weed Man during the contract period (typically ten years).

In the following table, revenue is disaggregated by timing of satisfaction of performance obligations for the years ended December 31:

	2022	2021	2020
Revenues recognized over time:			
Franchise sales and renewals	\$ 92,703	\$ 77,515	\$ 81,240
Revenues recognized at a point in time:			
Royalty revenue	1,298,470	1,056,549	929,365
Royalty revenue - mosquito	100,268	73,206	53,066
Fertilizer rebates	64,649	225,636	84,401
Total Revenues	\$ <u>1,556,090</u>	\$ <u>1,432,906</u>	\$ <u>1,148,072</u>

MIDWEST LAWN CARE LLC
Middleton, WI

Notes to the Financial Statements
Years Ended December 31, 2022, 2021, and 2020
(Continued)

3. Revenue Recognition – Contracts with Customers (Continued)

B. Contract Balances

Contract liabilities include franchise sales and renewal received (deferred franchise revenue) that are being amortized over the life of the franchise contract. Contract liabilities were as follows for the years ended December 31:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Balance at beginning of year	\$ 463,250	\$ 342,015	\$ 406,380
Revenue recognized	(92,703)	(77,515)	(81,240)
Amounts collected	94,375	198,750	16,875
Balance at end of year	<u>\$ 464,922</u>	<u>\$ 463,250</u>	<u>\$ 342,015</u>

C. Performance Obligations

For performance obligations related to franchise fees, control transfers to the franchisee over time. The franchisee has the right to use franchise trademarks and operate exclusively in a specific territory over a specified time frame. There are no additional significant performance obligations. Payment is due upon signing of the franchise agreement. Franchise revenue is deferred and amortized on a straight-line basis over the time of the contract.

4. Prepaid Franchise Costs

The Company agreed to pay Turf Holdings 20% of all franchise sales and renewals. These are recorded as prepaid franchise costs and amortized over the life of the franchisee agreements.

The Company entered into a sub-franchising agreement with Turf Holdings, Inc. potentially requiring total payments of \$658,820. The terms of the franchise agreement required Midwest Lawn Care, LLC to remit 25% down, with the remaining balance being paid by a unit fee based upon the population area for which a unit franchise is sold. An installment payment is due each time a unit franchise is sold. The initial down payment and subsequent payments are recorded as prepaid franchise costs and are amortized over the term of the franchisee agreements. See footnote 9 for the remaining balance on the sub-franchising agreement. Prepaid franchise costs were as follows for the years ended December 31:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Balance at beginning of year	\$ 287,688	\$ 247,441	\$ 284,314
Expense recognized	(48,541)	(39,503)	(40,248)
Amounts paid	18,876	79,750	3,375
Balance at end of year	<u>\$ 258,023</u>	<u>\$ 287,688</u>	<u>\$ 247,441</u>

MIDWEST LAWN CARE LLC
Middleton, WI

Notes to the Financial Statements
Years Ended December 31, 2022, 2021, and 2020
(Continued)

5. Advertising Fund

The Company must maintain and administer an advertising fund to be used to meet costs of maintaining, administering, directing, and creating national, regional, or local advertising materials, programs, and public relations activities. All franchisees must contribute to the fund at the same rate of 20% of the aggregated production vehicle and mosquito royalties. Contributions from franchisees related to the advertising fund constitute agency transactions and are not recognized as revenues. The Company collects fees that are deposited into the advertising fund and pays the advertising fund to Turf Holding, Inc. In addition, the Company must contribute to the fund at a rate of 50% of the franchisees contribution. Unexpended fees collected, if any, are considered a liability on the Company's balance sheets. Marketing related costs paid from the fund were as follows for the years ended December 31:

	2022	2021	2020
Franchisee funds	\$ 279,260	\$ 225,951	\$ 196,486
Company funds	139,874	112,976	98,243
Total	\$ 419,134	\$ 338,927	\$ 294,729

6. Franchises in Operation

The number of franchises in operation and related changes specific to the activity of the Company are summarized as follows for the years ended December 31:

	2022	2021	2020
Franchised Locations			
Open at beginning of year	23	21	21
Opened during the year	---	2	---
Closed during the year	---	---	---
Open at end of year	23	23	21

There are no Company-owned franchises.

7. Related Party Transactions

Turf Holdings, Inc.

Turf Holdings, Inc. has given Midwest Lawn Care, LLC the exclusive right as a sub-franchisor to grant unit franchises of the trademark lawn care service called Weed Man. With the rights as a sub-franchisor, Midwest Lawn Care, LLC also has a duty to pay annual advertising fees for services to Turf Holdings, Inc. The services include national and regional advertising, special training courses, and other unique equipment.

Turf Holdings, Inc has a preferred vendor for franchisees to purchase approved supplies. As an incentive, Turf Holdings, Inc offers the sub-franchisors a rebate based upon the number of bags of fertilizer the franchisees buy.

Turf Holdings, Inc. charges the Company a royalty fee. Royalties are due annually based on 20% of the royalty revenue collected by the Company. These are paid annually.

MIDWEST LAWN CARE LLC
Middleton, WI

Notes to the Financial Statements
Years Ended December 31, 2022, 2021, and 2020
(Continued)

7. Related Party Transactions (Continued)

Turf Holdings, Inc. (Continued)

Turf Holdings, Inc. charges the Company unit fees. Unit franchise fees are paid when a unit sale or renewal is made and are based upon the greater of 20% of the fee charged by Midwest Lawn Care, LLC, or a population table determined by Turf Holdings, Inc., in the sub-franchisor agreement. These fees are paid when the agreement is signed.

Midwest Lawn Care, LLC also has a contingent liability to Turf Holdings, Inc. for the initial agreed-upon franchise fee. See footnote 9 for the balance on the agreement.

The transactions and balances with Turf Holdings, Inc are summarized below for the years ended December 31:

	2022	2021	2020
Receipts from:			
Fertilizer rebate earned	\$ 64,649	\$ 225,636	\$ 84,401
Payments to:			
Advertising fees	\$ 151,203	\$ 121,298	\$ 106,773
Unit fees	18,875	79,750	3,375
Royalty fees	279,260	225,951	196,486
Total payments	\$ 449,338	\$ 426,999	\$ 306,634
 Receivables	 \$ 42,110	 \$ 89,994	 \$ 532

Majority Owner

The majority owner of Midwest Lawn Care, LLC is also a shareholder of Lawn Care of Wisconsin, the management Company.

The Company leased office space from Lawn Care of Wisconsin. The lease was on a month-to-month term. Lease payments totaling \$282 were due monthly. Effective September 1, 2020, rent is no longer charged by Lawn Care of Wisconsin. Total rent expense associated with the lease is as follows for the years ended December 31:

	2022	2021	2020
Rent expense	\$ ---	\$ ---	\$ 2,256

The Company utilizes management services and other employee services of Lawn Care of Wisconsin. Expenses associated with these activities are as follows for the years ended December 31:

	2022	2021	2020
Management services	\$ 27,600	\$ 27,600	\$ 27,600
Office salaries and other benefits	49,691	35,722	32,883
Total	\$ 77,291	\$ 63,322	\$ 60,483

MIDWEST LAWN CARE LLC
Middleton, WI

Notes to the Financial Statements
Years Ended December 31, 2022, 2021, and 2020
(Continued)

7. Related Party Transactions (Continued)

Majority Owner (Continued)

The Company also paid a relative of the owner for consulting services. Expenses associated with this activity are as follows for the years ended December 31:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Consulting services	\$ <u>---</u>	\$ <u>---</u>	\$ <u>15,000</u>

The Company reimburses the majority owner for Company expenses from the majority owner's personal accounts. The Company owed the majority owner the following amounts as of December 31:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Due to owner	\$ <u>18,762</u>	\$ <u>14,456</u>	\$ <u>3,572</u>

The majority owner of the Company is also a shareholder in several of the unit franchises. The Company collects franchise fees and royalties from these entities. The Company also occasionally reimburses these entities for goods and services purchased on the Company's behalf. The transactions and balances with these entities are as follows for the years ended December 31:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Receipts from	\$ 984,489	\$ 831,130	\$ 666,486
Receivables	---	---	747
Payables	17,993	---	---

8. Concentrations of Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and accounts receivable. The Company places its cash with high credit quality financial institutions. At times, such investments may be in excess of the FDIC insurance limit. The Company grants credit to its franchisees. It routinely assesses the financial strength of its franchisees and, consequently, believes that its accounts receivable credit risk exposure is limited.

9. Franchise Contingency

The Company has a contingent liability to Turf Holdings, Inc. for the outstanding balance of the initial franchise fee. The terms of the franchise agreement require Midwest Lawn Care, LLC to remit to Turf Holdings, Inc., an annual fee based upon the population area for which a unit franchise is sold. An installment payment is due each time a unit franchise is sold until the initial franchise fee of \$658,820 is paid in full. The sub-franchise agreement is effective for 10 years with an option to automatically renew for successive periods of 10 years. The remaining unpaid balance of the initial franchise fee is as follows as of December 31:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Contingent liability	\$ <u>169,115</u>	\$ <u>169,115</u>	\$ <u>209,115</u>

MIDWEST LAWN CARE LLC
Middleton, WI

Notes to the Financial Statements
Years Ended December 31, 2022, 2021, and 2020
(Continued)

10. Litigation

From time to time, the Company, like many, could become party to claims and legal proceedings, whether legitimate or frivolous. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the Company's financial position.

11. Restatement of Prior Year Financial Statements

The December 31, 2021 financial statements have been restated to reflect a related party receivable and revenue for the December 2021 fertilizer rebate as follows:

	<u>Original</u>	<u>Adjustment</u>	<u>Restated</u>
Balance Sheet			
Due from related parties	\$ 223	\$ 89,994	\$ 90,217
Members' equity	294,338	89,994	384,332
Statement of Changes in Members' Equity			
Net income	778,038	89,994	868,032
Statement of Income			
Fertilizer rebates	135,642	89,994	225,636
Statement of Cash Flows			
Net income	778,038	89,994	868,032
Due from related parties	1,056	(89,994)	(88,938)



Turf Holdings, Inc.

Financial Statements
December 31, 2022, December 31, 2021
and December 31, 2020

Independent Auditor's Report.....	1-3
Financial Statements	
Balance Sheets	4
Statements of Income.....	5
Statements of Shareholder's Equity.....	6
Statements of Cash Flows	7
Notes to Financial Statements	8-15
Supplementary Information.....	16
Schedules of Costs and Expenses	17



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Independent Auditor's Report

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

Report on the Financial Statements

Opinion

We have audited the financial statements of Turf Holdings, Inc., which comprise the balance sheets as of December 31, 2022, December 31, 2021 and December 31, 2020, and the related statements of income, shareholder's equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Turf Holdings, Inc. as of December 31, 2022, December 31, 2021 and December 31, 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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Melissa A. Stevener, CPA
Kevin M. Majchrowicz, CPA
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Mark P. Kransler, CPA

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Auditor's Responsibilities for the Audits of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Turf Holdings, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Turf Holdings, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

Report on Supplementary Information

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

Brock Schechter & Polakoff, LLP

Buffalo, New York
March 3, 2023

Balance Sheets

	<u>2022</u>	December 31, <u>2021</u>	<u>2020</u>
Assets			
Current assets			
Cash	\$ 1,342,669	\$ 1,677,487	\$ 1,152,707
Cash - restricted	2,522,766	1,523,583	1,789,055
Accounts receivable, net allowance for doubtful accounts (\$10,000 - 2022, 2021, 2020)	51,349	116,726	76,195
Accounts receivable - related parties	58,316	24,334	52,875
Advances to related party	11,734	37,240	-
Other receivables	86,881	48,159	42,599
Current portion of notes receivable	<u>29,088</u>	<u>30,467</u>	<u>52,255</u>
Total current assets	<u>4,102,803</u>	<u>3,457,996</u>	<u>3,165,686</u>
Property and equipment			
Computers, furniture and equipment	4,764	4,764	34,647
Less: accumulated depreciation	<u>254</u>	<u>132</u>	<u>29,893</u>
Net property and equipment	<u>4,510</u>	<u>4,632</u>	<u>4,754</u>
Other assets			
Notes receivable, net of current	98,557	71,559	118,609
Investment in Turf Supplies USA	217,330	167,805	172,726
Intangible assets, net of amortization	71,500	93,500	115,500
Deposits	<u>5,000</u>	<u>5,000</u>	<u>8,674</u>
Total other assets	<u>392,387</u>	<u>337,864</u>	<u>415,509</u>
	<u>\$ 4,499,700</u>	<u>\$ 3,800,492</u>	<u>\$ 3,585,949</u>
Liabilities and Shareholder's Equity			
Current liabilities			
Accounts payable	\$ 43,769	\$ 39,267	\$ 63,041
Accrued wages and benefits - related party	192,149	205,305	141,718
Accrued income taxes	132,979	86,372	239,677
Advances from related party	<u>32,916</u>	<u>-</u>	<u>-</u>
Total current liabilities	<u>401,813</u>	<u>330,944</u>	<u>444,436</u>
Long-term liabilities			
Deferred income tax liability	<u>38,800</u>	<u>27,800</u>	<u>29,000</u>
Shareholder's equity			
Common stock, \$1 par value; 3,000 shares authorized; 2,935 shares issued and outstanding	2,935	2,935	2,935
Paid-in capital	307,941	307,941	307,941
Retained earnings	<u>3,748,211</u>	<u>3,130,872</u>	<u>2,801,637</u>
Total shareholder's equity	<u>4,059,087</u>	<u>3,441,748</u>	<u>3,112,513</u>
	<u>\$ 4,499,700</u>	<u>\$ 3,800,492</u>	<u>\$ 3,585,949</u>

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

Statements of Income

	For the Years Ended December 31,		
	<u>2022</u>	<u>2021</u>	<u>2020</u>
Revenue			
Royalties	\$ 2,953,272	\$ 2,386,872	\$ 2,012,482
Franchise contributions for advertising and other services	3,142,649	2,542,700	2,294,739
Survey monkey	17,820	19,140	16,800
Franchise fees	303,531	393,812	285,867
Unit fees	198,859	237,363	328,737
Management fees	319,917	220,665	187,731
Training	18,400	15,635	15,768
Fertilizer	199,102	208,356	133,711
Total revenue	<u>7,153,550</u>	<u>6,024,543</u>	<u>5,275,835</u>
Costs and expenses	<u>3,318,078</u>	<u>3,966,458</u>	<u>3,188,473</u>
Income from operations	<u>3,835,472</u>	<u>2,058,085</u>	<u>2,087,362</u>
Other income and expenses			
Investment income	274,528	195,080	166,877
Interest income	12,536	10,289	10,985
Foreign exchange gain (loss)	3,335	(46,863)	6,216
Service income	-	-	783
Total other income	<u>290,399</u>	<u>158,506</u>	<u>184,861</u>
Income before income taxes	<u>4,125,871</u>	<u>2,216,591</u>	<u>2,272,223</u>
Provision for (benefit from) income taxes			
Current income taxes	697,532	488,556	462,481
Deferred income taxes	11,000	(1,200)	8,400
Total provision for income taxes	<u>708,532</u>	<u>487,356</u>	<u>470,881</u>
Net income	<u>\$ 3,417,339</u>	<u>\$ 1,729,235</u>	<u>\$ 1,801,342</u>

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

Statements of Shareholder's Equity

	<u>Common Stock</u>	<u>Paid-in Capital</u>	<u>Retained Earnings</u>	<u>Total Shareholder's Equity</u>
Balance - December 31, 2019	\$ 2,935	\$ 307,941	\$ 4,000,911	\$ 4,311,787
Net income - 2020	-	-	1,801,342	1,801,342
Dividends paid	-	-	<u>(3,000,616)</u>	<u>(3,000,616)</u>
Balance - December 31, 2020	2,935	307,941	2,801,637	3,112,513
Net income - 2021	-	-	1,729,235	1,729,235
Dividends paid	-	-	<u>(1,400,000)</u>	<u>(1,400,000)</u>
Balance - December 31, 2021	2,935	307,941	3,130,872	3,441,748
Net income - 2022	-	-	3,417,339	3,417,339
Dividends paid	-	-	<u>(2,800,000)</u>	<u>(2,800,000)</u>
Balance - December 31, 2022	<u>\$ 2,935</u>	<u>\$ 307,941</u>	<u>\$ 3,748,211</u>	<u>\$ 4,059,087</u>

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

Statements of Cash Flows

	For the Years Ended December 31,		
	<u>2022</u>	<u>2021</u>	<u>2020</u>
Cash flows from operating activities			
Net income	\$ 3,417,339	\$ 1,729,235	\$ 1,801,342
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	22,122	22,122	22,399
Earnings on equity method investment	(274,528)	(195,080)	(166,877)
Distributions received from equity method investment	225,000	200,000	137,498
Deferred income taxes	11,000	(1,200)	8,400
Changes in assets and liabilities			
Accounts and other receivables	(7,327)	(17,550)	154,475
Accounts payable	4,502	(23,774)	61,719
Accrued income taxes	46,607	(153,305)	117,917
Accrued wages and benefits	(13,156)	63,587	17,723
Total adjustments	<u>14,220</u>	<u>(105,200)</u>	<u>353,254</u>
Net cash provided by operating activities	<u>3,431,559</u>	<u>1,624,035</u>	<u>2,154,596</u>
Cash flows from investing activities			
Repayments from shareholder	-	-	1,500,000
Advances to related party	-	(37,240)	-
Repayment from related party	37,240	-	-
Advances to related party	(11,734)	-	-
Issuance of notes receivable	(57,909)	-	(119,714)
Repayments of notes receivable	32,293	68,839	37,444
Purchase of property and equipment	-	-	(4,764)
Repayments of deposits	-	3,674	-
Net cash provided by (used in) investing activities	<u>(110)</u>	<u>35,273</u>	<u>1,412,966</u>
Cash flows from financing activities			
Advances from related party	32,916	-	-
Dividends paid	(2,800,000)	(1,400,000)	(3,000,616)
Net cash used in financing activities	<u>(2,767,084)</u>	<u>(1,400,000)</u>	<u>(3,000,616)</u>
Net increase in cash and restricted cash	664,365	259,308	566,946
Cash and restricted cash, beginning of year	<u>3,201,070</u>	<u>2,941,762</u>	<u>2,374,816</u>
Cash and restricted cash, end of year	<u>\$ 3,865,435</u>	<u>\$ 3,201,070</u>	<u>\$ 2,941,762</u>
Supplemental disclosures of cash flows information			
Income taxes paid	\$ 650,925	\$ 641,861	\$ 344,564

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

1. Summary of Significant Accounting Policies

Nature of Operations

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

Basis of Accounting

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

Use of Estimates

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

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis, thus accounts receivable do not bear interest, although a finance charge may be applied to such receivables that are past due. Bad debts are provided on the allowance method based on historical experience and management's evaluation of outstanding accounts receivable.

Notes Receivable

Notes receivable primarily consist of notes receivable with franchisees. As these receivables primarily relate to the Company's ongoing business agreements with franchisees, the Company considers such receivables to have similar risk characteristics and evaluate them as one collective portfolio segment and class for determining the allowance for doubtful accounts. The Company monitors the financial condition of the franchisees and records provisions for estimated losses on receivables when the Company believes it is probable that the franchisees will be unable to make their required payments. Financing receivables that are ultimately deemed to be uncollectible, and for which collection efforts have been exhausted, are written off against the allowance for doubtful accounts. Interest income recorded on financing receivables have been historically insignificant.

Property and Equipment

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

Computers, furniture and equipment 39 years

Maintenance and repairs are charged to operations while major renewals and improvements are capitalized. Depreciation expense charged to operations for the years ended December 31, 2022, December 31, 2021 and December 31, 2020 was \$122, \$122, and \$399, respectively.

1. Summary of Significant Accounting Policies (Continued)

Impairment of Long-Lived Assets

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

Investment

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

Revenue Recognition

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

Advertising

Advertising costs are expensed as incurred. Total advertising costs were \$1,782,795, \$2,493,342, and \$1,810,160 for the years ended December 31, 2022, December 31, 2021 and December 31, 2020, respectively.

Income Taxes

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

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

Subsequent Events

The Company has evaluated for subsequent events through March 3, 2023, which is the date the financial statements were made available to be issued.

Reclassifications

Certain reclassifications have been made to the 2020 and 2021 comparative totals to conform to the 2022 presentation.

2. Revenue Recognition

Services Provided to Customers

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

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

Performance Obligations

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

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

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

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

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

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

2. Revenue Recognition (Continued)

Performance Obligations (Continued)

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

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

The Company maintains and administers an advertising fund (the "Adverting Fund"). The advertising contributions may be commingled in the general funds, but administratively are segregated to form the Adverting Fund. All franchisees must contribute to the fund at the same rate of 20 percent of the royalty and service fee of each production vehicle. The Company contributes to the advertising fund 50 percent of the contributions made by the franchisees. The Fund may be used by the Company, in its sole discretion, to meet any and all costs of advertising for the franchise's concept as whole. As a result, revenues for advertising services are recognized when the related royalty revenue occurs. Revenues for these services are typically billed three times a year and paid in three equal monthly installments. These revenues are presented as Franchise contributions for advertising and other services. Expenses incurred to provide these services are presented as Franchise advertising expense and other services.

The Company offers to financially qualified franchisees financing of portions of the initial franchise fee, initial training and start-up costs up to a maximum of \$40,000. The amount of financing the Company offers depends on the franchisee's financial qualifications and the level of financing the Company chooses to make available. The terms of the promissory note is payable in 60 equal amortized monthly installments of principal and interest. The current interest rate charged is 9 percent.

Significant Judgments

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

Disaggregation of Revenue

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

	For the Years Ended		
	December 31,		
	2022	2021	2020
Performance obligations satisfied at a point in time	\$ 6,833,633	\$ 5,803,878	\$ 5,088,104
Performance obligations satisfied over time	319,917	220,665	187,731
	<u>\$ 7,153,550</u>	<u>\$ 6,024,543</u>	<u>\$ 5,275,835</u>

Contract Assets and Liabilities

The Company did not have any specific contract assets or contract liabilities as of December 2022, 2021 and 2020. The balance of accounts receivable as of December 31, 2022, 2021, 2020 and 2019 was \$51,349, \$116,726, \$76,195 and \$104,626, respectively. The balance of accounts receivable – related parties as of December 31, 2022, 2021, 2020 and 2019 was \$58,316, \$24,334, \$52,875 and \$124,328, respectively.

3. Related Party Transactions

The Company received management fees from Turf Supplies USA Inc. and Robotic Smart Solutions Inc. The Company is a shareholder of Turf Supplies USA Inc. Robotic Smart solutions is owned by TH Canada Inc. Management fees received from Turf Supplies USA Inc. and Robotic Smart Solutions Inc. were \$319,917, \$220,665 and \$187,731 for the years ended December 31, 2022, December 31, 2021 and December 31, 2020, respectively. The balance in accounts receivable from Turf Supplies USA Inc. was \$58,316, \$24,334 and \$31,894 as of December 31, 2022, December 31, 2021 and December 31, 2020, respectively.

The Company has a master franchise agreement with TH Canada, Inc., which provides the Company with the exclusive rights to market Weed Man franchises throughout the United States. Under the terms of this agreement, a percentage of franchise fees, royalties, licensing and transfer fees are remitted to TH Canada, Inc. These fees were \$533,951, \$481,200 and \$410,334 for the years ended December 31, 2022, December 31, 2021, and December 31, 2020, respectively.

Accounts receivable balance from TH Canada, Inc. was \$-0- as of December 31, 2022 and December 31, 2021, and \$20,981 as of December 31, 2020.

Payroll, benefits, payroll service and overhead expenses are paid through a related party and reimbursed by the Company. Payroll, benefits, payroll service and overhead expenses paid to the related party was \$801,078, \$816,331, and \$737,486 for the years ended December 31, 2022, December 31, 2021, and December 31, 2020, respectively. The balance in accounts payable and accrued expenses to the related party was \$192,248, \$205,305 and \$147,584 as of December 31, 2022, December 31, 2021 and December 31, 2020, respectively.

The Company paid expenses on behalf of related parties, TH Canada Inc., and Robotic Smart Solutions, Inc. The balance in advances to related party was \$11,734, \$37,240 and \$-0- as of December 31, 2022, December 31, 2021 and December 31, 2020, respectively.

The Company received payments on behalf of a related party, Turf Supplies USA Inc. The balance in advances from related party was \$32,916 as of December 31, 2022 and \$-0- as of December 31, 2021 and December 31, 2020.

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

4. Restricted Cash

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

	2022	December 31, 2021	2020
Cash	\$ 1,342,669	\$ 1,677,487	\$ 1,152,707
Cash - restricted	<u>2,522,766</u>	<u>1,523,583</u>	<u>1,789,055</u>
	<u>\$ 3,865,435</u>	<u>\$ 3,201,070</u>	<u>\$ 2,941,762</u>

5. Notes Receivable

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

	Current Portion	Long-Term Portion	2022	December 31, 2021	2020
Weed Man Cape Cod MA, receivable in monthly installments of \$819 including interest at 9 percent through December 15, 2022. The note was secured by all business assets. The note was paid off in 2021.	\$ -	\$ -	\$ -	\$ -	\$ 17,929
Weed Man Billings MT, receivable in monthly installments of \$798 including interest at 9 percent through October 1, 2021. The note was secured by all business assets. The note was paid off in 2021.	-	-	-	-	7,656
Weed Man Portland OR, receivable in monthly installments of \$832 including interest at 9 percent through September 1, 2022. The note was secured by all business assets. The note was paid off in 2021.	-	-	-	-	16,115
Weed Man Fairfield CT, receivable in monthly installments of \$698 including interest at 9 percent through January 1, 2023. The note is secured by all business assets.	-	692	692	8,610	15,849
Weed Man Houston TX, receivable in monthly installments of \$783 including interest at 9 percent through December 1, 2027. The note is secured by all business assets.	6,545	31,500	38,045	26,312	33,184
Weed Man Norwood MA, receivable in monthly installments of \$836 including interest at 9 percent through November 1, 2025. The note is secured by all business assets.	8,050	17,599	25,649	33,008	39,736
Weed Man San Antonio TX, receivable in monthly installments of \$741 including interest at 4 percent through February 1, 2026. The note is secured by all business assets.	7,986	18,437	26,423	34,096	40,395
Weed Man Beaumont TX, receivable in monthly installments of \$797 including interest at 9 percent through September 1, 2027. The note is secured by all business assets.	6,507	30,329	36,836	-	-
	<u>\$ 29,088</u>	<u>\$ 98,557</u>	<u>\$ 127,645</u>	<u>\$ 102,026</u>	<u>\$ 170,864</u>

6. Intangible Assets

Costs incurred for acquiring the right to develop Weed Man franchises in three sub-franchise territories have been capitalized and are being amortized using the straight-line method over 15 years.

The following is a summary of the intangible assets:

	2022	December 31, 2021	2020
	<u> </u>	<u> </u>	<u> </u>
Sub-franchise territories	\$ 330,000	\$ 330,000	\$ 330,000
Accumulated amortization	<u>(258,500)</u>	<u>(236,500)</u>	<u>(214,500)</u>
	<u>\$ 71,500</u>	<u>\$ 93,500</u>	<u>\$ 115,500</u>

Amortization expense for each of the years ended December 31, 2022, December 31, 2021 and December 31, 2020 was \$22,000.

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

2023	\$ 22,000
2024	22,000
2025	22,000
2026	5,500

7. Investment in Turf Supplies USA Inc.

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

7. Investment in Turf Supplies USA Inc. (Continued)

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

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Current assets	\$ 534,927	\$ 374,475	\$ 356,350
Property and equipment, net	<u>234</u>	<u>434</u>	<u>634</u>
	<u>\$ 535,161</u>	<u>\$ 374,909</u>	<u>\$ 356,984</u>
Current liabilities	<u>\$ 100,501</u>	<u>\$ 39,300</u>	<u>\$ 11,533</u>
Shareholders' equity	<u>\$ 434,660</u>	<u>\$ 335,609</u>	<u>\$ 345,451</u>
Revenue	<u>\$ 1,027,492</u>	<u>\$ 735,554</u>	<u>\$ 632,841</u>
Net income	<u>\$ 549,055</u>	<u>\$ 390,160</u>	<u>\$ 333,754</u>

8. Deferred Income Taxes

Temporary differences giving rise to the deferred income tax liability consists primarily of the amount of the equity investment for financial reporting purposes over the amount for income tax purposes and the excess of depreciation for income tax purposes over the amount for financial reporting purposes.

The Company is amending and filing nil branch tax returns for 2019, 2020 and 2021 taxation years. The Canada Revenue Agency has not yet assessed the amended returns. The Company believes the amended returns are accurate and has not recorded a liability as of the date of these financial statements.

9. Concentration of Risk

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

10. Contingent Liability

On December 12, 2019, the Company was named in a class action complaint under the Telephone Consumer Protection Act. On January 20, 2021, the Company was named in a separate class action complaint. On March 16, 2021, the parties reached a settlement amount for both complaints in the amount of \$230,000, which was paid in 2021. A portion of the legal fees were reimbursed by the franchisees.

Supplementary Information

Schedules of Costs and Expenses

	For the Years Ended December 31,		
	2022	2021	2020
Administrative expenses			
Office supplies	\$ 4,047	\$ 5,656	\$ 4,773
Office overhead and utilities	18,146	23,622	20,478
Miscellaneous administrative expense	3,703	5,315	3,226
Travel expenses	49,134	23,844	14,532
Telephone costs	4,726	7,473	6,797
Professional fees	29,737	7,834	104,783
Business permits	1,478	1,906	1,818
Bank service charges	7,592	5,582	4,660
Insurance costs	26,084	37,889	27,202
Car expenses	5,499	5,463	5,749
Vice president salaries and benefits	133,672	141,888	127,544
President salaries and benefits	76,926	90,207	82,542
Coordinator salaries and benefits	438,102	422,274	381,439
Head office overhead	137,532	141,127	127,835
Total administrative expenses	<u>936,378</u>	<u>920,080</u>	<u>913,378</u>
Marketing expenses			
Franchise advertising and other services	1,450,441	2,202,758	1,571,120
Marketing expense	160,259	131,055	106,470
Franchise marketing	97,139	71,328	51,510
Franchise marketing salaries and benefits	71,160	87,960	70,449
Miscellaneous franchise marketing	3,796	241	10,611
Total marketing expenses	<u>1,782,795</u>	<u>2,493,342</u>	<u>1,810,160</u>
Transfer costs			
Transfer to related party	533,951	481,200	410,334
Other transfer costs	40,328	49,428	31,837
Training cost	2,504	286	365
Total transfer costs	<u>576,783</u>	<u>530,914</u>	<u>442,536</u>
Depreciation and amortization	<u>22,122</u>	<u>22,122</u>	<u>22,399</u>
Total costs and expenses	<u>\$ 3,318,078</u>	<u>\$ 3,966,458</u>	<u>\$ 3,188,473</u>



EXHIBIT C

CONTRACTS

UNIT FRANCHISE AGREEMENT

MUTUAL GENERAL RELEASE AGREEMENT

ACH AUTHORIZATION AGREEMENT

UNIT FRANCHISE AGREEMENT

B E T W E E N:

MIDWEST LAWN CARE, LLC

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TABLE OF CONTENTS

THE LICENSE 2

LICENSOR'S SERVICES..... 3

LICENSEE'S CONTINUING OBLIGATIONS..... 5

FEES AND PAYMENTS 10

USE OF THE MARKS 12

RESTRICTIVE COMPETITION COVENANTS..... 13

ASSIGNMENT 14

TERMINATION..... 16

GENERAL CONTRACT PROVISIONS..... 19

GUARANTY AND INDEMNITY..... 22

ACKNOWLEDGMENTS 23

FRANCHISE AGREEMENT

THIS UNIT FRANCHISE AGREEMENT dated _____ is between MIDWEST LAWN CARE, LLC, a Limited Liability Company organized under the laws of Wisconsin ("Licensor"), with head offices at 2211 Eagle Drive, Middleton, Wisconsin 53562 and:

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

and:

who resides at:

who resides at:

and

who resides at:

("Guarantors").

BACKGROUND

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

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

Pursuant to an agreement with TH Canada (the "Master License Agreement"), Turf Holdings Inc. ("THI") has the exclusive right throughout the United States to use and to license others to use the Marks and the System in the operation of lawn-care, mosquito control, and perimeter pest control businesses. Pursuant to a Sub-Franchise Agreement with THI, Licensor has the right in certain states to use and license others to use the Marks and the System in the operation of lawn-care, mosquito control, and perimeter pest control businesses.

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

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

AGREEMENT

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

THE LICENSE

1.1 Grant of Rights

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

1.2 Term and Renewal of Licensed Right

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

- (a) Licensee must have given Licensor notice of its intention to renew at least nine months (but not more than 12 months) before the expiration of the initial term of this Agreement.
- (b) Throughout the initial term of this Agreement Licensee must have substantially complied with all of its obligations to Licensor (whether or not under this Agreement) and must have paid all amounts owing to the trade creditors of the Licensed Business.

(c) Licensee must have purchased or leased and installed whatever new equipment Licensor shall reasonably require, so that Licensee's equipment (in this Agreement the word "equipment" includes motor vehicles) is equivalent to the equipment which Licensor is requiring new Weed Man licensees to have at the expiration of the initial term of this Agreement.

(d) Those personnel of Licensee who Licensor designates must have satisfied the requirements of the training program, which Licensor then requires, of new Weed Man licensees.

(e) At the end of the initial term Licensee must execute the form of Weed Man license agreement then being used by Licensor to grant new Weed Man franchises, the terms of which may differ substantially from those in this Agreement. The terms of the new agreement will supersede the terms of this Agreement.

(f) The Licensee shall have executed, at the time of such renewal, a general release of any claims it may have against the Licensor and the officers, directors, agents and employees of the Licensor, in form and terms prescribed by the Licensor.

(g) The Licensee pays to the Licensor, a renewal fee in an amount equal to fifty percent (50%) of the then current initial franchise fee.

1.3 Territorial Rights

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

1.4 System Changes

Licensee acknowledges that additions and other System modifications will be needed from time to time to preserve and enhance the public image of the System, to accommodate new technologies and to respond to changing customer wishes. Licensee agrees that Licensor has the continuing right to add to, delete from or otherwise change the System, including without limitation adding or changing such things as trademarks, products and services offered for sale to customers, marketing and selling techniques, equipment specifications, and the standards, policies and operating procedures for the Licensed Business. Licensee agrees to promptly implement and use all such System modifications, at Licensee's cost.

LICENSOR'S SERVICES

2.1 Initial Training

Licensor will offer an initial training program to Guarantors, and to such other employees of Licensee as Licensor designates (if any), on the proper use of the System in the operation of the Licensed Business. Training will be given for whatever period Licensor reasonably deems is necessary, at a location

designated by Licensor. Licensee is responsible for the costs of travel, meals and lodging and for any wages payable to those of its personnel who attend training. Licensor need not compensate any trainee for services rendered by him during training.

2.2 System Manuals

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

2.3 Refresher Training

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

2.4 Continuing Advice and Guidance

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

2.5 Special Assistance

On reasonable written request of Licensee (as determined by Licensor), Licensor will try to help Licensee solve specific problems encountered in the operation of the Licensed Business that are beyond the scope of the support contemplated by Section 2.4. Unless Licensor and Licensee make special arrangements at the time that Licensee requests help, Licensee shall reimburse Licensor on request for the time spent by Licensor's personnel (at their then-current billing rates) and for Licensor's out-of-pocket expenses of so assisting Licensee, including the cost of travel, meals and lodging for Licensor's personnel involved.

2.6 Advertising Programs

THI, in conjunction with Licensor, will formulate, develop, produce and conduct advertising and promotional programs, commercial prints, merchandising materials, advocacy regarding public policies such as legislative and regulatory policies at the federal, state and local level pertinent to the Weed Man business; special promotions and similar advertising and promotional materials (collectively called the "Advertising Programs"), which are designed to enhance public recognition and acceptance of, and the value of, the System and the Marks for the benefit of TH Canada, THI, Licensor, and all Weed Man licensees in the United States. Section 4.3 requires Licensee to help to defray the costs of the Advertising Programs by paying a continuing advertising contribution to Licensor. The advertising contributions received from Licensee and other Weed Man licensees in the United States may be commingled with Licensor's general revenues and/or THI's general revenues, but will be administratively segregated on its books to form a fund

(the "Advertising Fund"), which will be used by Licensor and THI to conduct the Advertising Programs. Media costs, market research costs, production costs and all other costs and overhead incurred by Licensor and THI in respect of the Advertising Programs shall be paid from the Advertising Fund. Licensor and/or THI may retain an advertising agency to formulate, develop, produce and conduct the Advertising Programs and the cost of this shall be paid from the Advertising Fund. Licensee acknowledges that the Advertising Programs are intended to maximize general public recognition and acceptance of the Weed Man System for the benefit of all licensees in the System, and TH Canada, Licensor and THI have no obligation to ensure that any particular licensee (including Licensee) benefits from the placement or conduct of the Advertising Programs, either directly or in proportion to his advertising contributions. Licensor and THI have the absolute right to make all decisions regarding the mix of national and regional advertising, use of advertising contributions, appropriate avenues for public policy advocacy, and media selection and content. Licensor and THI may reimburse themselves from the Advertising Fund for their administrative expenses of conducting the Advertising Programs and for administering the Advertising Fund. For as long as the Licensed Right continues, Licensor and/or THI will give Licensee an unaudited accounting of the receipts and disbursements of the Advertising Fund within 90 days after each fiscal year end of Licensor. In each fiscal year, Licensor and THI may decide to spend on the Advertising Programs total amounts which are less than or which exceed the total contributions to the Advertising Fund for that year, may make loans at reasonable interest to the Advertising Fund to cover any deficits.

2.7 Equipment

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

2.8 System Integrity

Licensor and THI shall use reasonable efforts to ensure that all U.S. licensees operating within the System comply with the standards and specifications established by TH Canada, THI, and Licensor for Weed Man licensees generally. However, Licensor or THI may grant exemptions to particular licensees if, in its opinion, economic or other conditions pertaining to that licensee require such exemption.

2.9 Cost of Services

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

LICENSEE'S CONTINUING OBLIGATIONS

3.1 Exploit License Right

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

3.2 System Standards and Manual

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

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

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

3.3 Vehicle Signs and Colors

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

3.4 Computer System

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

3.5 Employee Training Program

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

3.6 Full-Time Manager

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

3.7 Approved Products, Equipment and Suppliers

Licensee acknowledges that an essential element of the System is the uniform quality of the equipment, products, supplies and material that must be used in operating the Licensed Business. Therefore, Licensee shall purchase or lease and use in operating the Licensed Business only such equipment products, supplies and materials as have been approved by Licensor and THI as meeting the minimum standards and specifications established by THI and Licensor from time to time, and as have been purchased from suppliers approved by Licensor. If Licensee wishes Licensor to approve an item or supplier which has not previously been approved by Licensor as meeting the System specifications and standards, Licensee shall so advise Licensor and on request of Licensor shall supply Licensor at Licensee's cost with such information and item samples as Licensor requires for examination and testing. Testing will be done by or for Licensor at Licensee's expense, and Licensor will advise Licensee within a reasonable time whether Licensor approves or disapproves the item or supplier. If THI or Licensor revises any such standards or specifications (through revision of the Weed Man operations manuals or in any other way) with the result that an item previously purchased by Licensee no longer meets the standards and specifications, or if additional items are needed to meet the revised standard or specification, then within 30 days after receiving Notice from Licensor, Licensee shall replace that item with one that conforms to the new standard and specification or shall purchase and install the required additional items. Licensee shall maintain its equipment in good order and repair and shall promptly replace any irreparable or obsolete item with the type then being prescribed by Licensor and THI for new Weed Man licenses.

3.8 Pay Trade Creditors

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

3.9 Licensee's Local Advertising

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

3.10 Customer Service

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

3.11 Customer Lists

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

3.12 Insurance

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

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

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

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

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

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

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

3.13 Licenses and Permits

Licensee shall obtain and keep in force all licenses and permits required to operate the Licensed Business in full compliance with applicable laws, ordinances, by-laws and regulations, including government regulations relating to environmental protection, use and storage of hazardous products, occupational hazards and health, employment standards, consumer protection, unfair and deceptive practices, packaging and labeling, trade regulation, workers' compensation, unemployment insurance and withholding and payment of all taxes. The specific statutes with which you must comply include, without limitation, the Fair Labor

Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the Occupational Safety and Health Act (OSHA), the Employee Retirement Income Security Act (ERISA), Title VII of the Age Discrimination Employment Act, and the Affordable Care Act.

3.14 Repair

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

3.15 Inspections

Licensee shall allow Licensor's representatives to enter and inspect all premises from which Licensee conducts the Licensed Business any time during regular business hours without prior notice, and to examine and test equipment, furnishings, products and supplies to see if Licensee is operating the Licensed Business in accordance with the requirements of this Agreement. If Licensor notifies Licensee of any deficiency detected during inspection, Licensee shall diligently correct the deficiency.

3.16 Telephone Numbers

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

3.17 Financial Statements

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

FEES AND PAYMENTS

4.1 Initial License Fee

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

4.2 Continuing Monthly Royalty Fee

A. Royalty Fee. During the term of this Agreement, Licensee agrees to pay the Licensor a royalty fee based on Net Sales in the Licensed Business (the "Royalty Fee"). The Royalty Fee will be equal to six and one-half percent (6.5%) on any calendar year Net Sales less than \$1,000,000 and equal to five and one-half percent (5.5%) on any calendar year Net Sales in excess of \$1,000,000. The Royalty Fee will be calculated each calendar month based on Net Sales generated during that month and collected in accordance with Article 4.2 C.

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

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

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

4.3 Advertising Contribution

Licensee agrees to contribute to Licensor's cost of the Advertising Programs described in Section 2.6 for as long as the Licensed Right continues in effect. Licensee will pay to Licensor for each calendar month an advertising contribution of one and one-fifth percent (1.2%) of Net Sales during the preceding month on the same monthly schedule as the monthly Royalty Fee and by the same ACH transfer arrangements described in Section 4.2. above.

4.4 Licensor Advertising Contributions

Starting the year after this Agreement is signed, and for as long as the Licensed Right continues, Licensor will contribute in each year to the Advertising Fund referred to in Section 2.6 an advertising contribution equal one-half of the advertising contributions paid by Licensee for that year. Payment will be made in three equal monthly installments on the last day of the month, each installment to be paid the month after Licensee's corresponding advertising contribution clears, for the portion based on the Lawn Care Royalty Fee, and described in Section 4.3.A. above. For the monthly advertising contribution based on Pest Control Royalty Fee, described in Section 4.3.B., above, payment is due for submission on the same schedule as the Pest Control Royalty Fee.

4.5 Audit

At any time during normal business hours, and without advance notice, Licensor may inspect the business books and records of Licensee, and of Guarantors to the extent that any of Guarantors' books and

records pertain to the Licensed Business, and may cause these books and records to be audited. Books and records subject to inspection include (but are not limited to) bookkeeping and accounting records, invoices, purchase orders, payroll records, check stubs, bank deposit receipts, financial statements and tax returns of Licensee and of any person who has any direct or indirect ownership interest in Licensee. Licensee and Guarantors shall cooperate fully with representatives of Licensor and any independent accounting firm retained by Licensor to conduct any inspection or audit. If an inspection or audit discloses an underpayment by Licensee of any amount owing under this Agreement for the period or periods under review, Licensee shall pay the royalty and other amounts owing to Licensor and accrued interest on those amounts within ten days after receiving the inspection or audit report. If Licensor conducts an inspection or audit because Licensee did not provide a report, financial statement or other information required by this Agreement, or if an inspection or audit shows that Licensee has underpaid for any period by more than 3%, then Licensee shall reimburse Licensor for the cost of the inspection or audit, including the charges of any independent accounting firm and travel, room, board and compensation of employees of Licensor engaged in the inspection or audit.

4.6 Inquiry by Licensor

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

USE OF THE MARKS

5.1 Integrity of Marks

Licensee shall operate the Licensed Business using the Marks without accompanying words or symbols of any kind. Licensee shall only use the Marks in association with the sale of wares and services approved in advance by Licensor in writing. Neither the Marks nor any words similar to the Marks may be used in any corporate or trade name used by Licensee or by any person in which Licensee has any direct or indirect interest. However, if required by applicable state law Licensee may register with the appropriate agency as operating under the assumed name " Weed Man ".

5.2 Ownership and Use of Marks

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

5.3 Infringement

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

RESTRICTIVE COMPETITION COVENANTS

6.1 Confidential Information

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

6.2 Non-Competition During Term

Licensee and Guarantors jointly and severally agree that for as long as the Licensed Right continues in effect none of them will directly or indirectly, in any manner or capacity whatever:

- (a) be engaged in, be concerned with or be interested in, or
- (b) advise, lend money to, guarantee the obligations of, or permit either of their names to be used by, any person who is engaged in, concerned with or interested in, the development, operation, management or franchising of any business which derives more than one percent (1%) of its gross operating revenue from the provision of lawn care services, unless done pursuant to a WEED MAN System license agreement that is in good standing.

6.3 Post-Term Competition

Licensee and Guarantors acknowledge that the business reputations of TH Canada, Turf Holdings Inc and of Licensor, the methods and techniques employed by them, the knowledge of the services offered and methods used by the System and the opportunities, associations and experiences established and acquired by Licensee and Guarantors under this Agreement are of considerable value. Therefore, if the Licensed Right expires or terminates for any reason, or if Licensee assigns his interests in this Agreement, Licensee and Guarantors jointly and severally agree that for the time set out below after such termination, expiration, or assignment none of them will directly or indirectly in any manner or capacity whatever:

- (c) be engaged in, be concerned with or be interested in, or
- (d) advise, lend money to, guarantee the obligations of, or permit its or his name to be used by, any person who is engaged in, concerned with or interested in the development, operation, management or franchising of any business which derives more than one percent (1%) of its gross operating revenue from the provision of lawn care services, if that business is located within the Territory or within other exclusive territory of any other Weed Man licensee, or within a 50 mile radius of the Territory or any other exclusive territory of any other Weed Man licensee, unless done pursuant to a WEED MAN System license agreement that is in good standing.

Time Period: _____

Geographic Areas: _____

6.4 Solicitation of Customers

Licensee and Guarantors jointly and severally covenant that, for as long as the Licensed Right continues in effect and for a period of two years after expiration, termination, or assignment of the Licensed Right, none of them will attempt to obtain any unfair advantage over Licensor or TH Canada, or any of their respective licensees, by diverting or attempting to divert any business of or any customer of the Licensed Business to any other competitive business, by direct or indirect inducement or otherwise.

6.5 Deliver Covenants

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

6.6 Acknowledgement

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

ASSIGNMENT

7.1 By Licensor, THI or TH Canada

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

7.2 By Licensee

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

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

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

7.3 Death or Disability

If one of the Guarantors dies or becomes permanently disabled before termination or expiration of the Licensed Right, then within 60 days thereafter he or his estate shall transfer all of his stock in Licensee to the surviving Guarantors on such terms and conditions as they may agree upon. If the last surviving Guarantor dies or becomes permanently disabled before termination or expiration of the Licensed Right, then within 60 days thereafter Licensee shall transfer all of Licensee's rights under this Agreement and in the assets used to operate Licensee's Business to a third party reasonably acceptable to Licensor, having regard to

the criteria for transferees set out in Section 7.2. Licensor may (but need not) operate and manage Licensee's Business for the account of Licensee until the transfer of the Licensed Right to an acceptable third party is completed. If Licensor chooses to operate and manage Licensee's Business, Licensee shall pay a reasonable management fee to Licensor and shall reimburse Licensor for its reasonable expenses. Licensor shall account on a regular basis for its operation of Licensee's Business, and shall pay the net income from such operation to Licensee after deducting its management fee and expenses. A Guarantor shall be deemed permanently disabled if the Guarantor's normal participation in the operation of Licensee's Business is diminished for a cumulative period of 90 days in any twelve-month period because of mental or physical disability. The requirements of Section 7.2 shall apply to any transfer under this Section.

7.4 Right of First Refusal

Without limiting Licensor's rights under Section 7.2, if Licensee receives a bona fide offer (the "Offer") to acquire the Licensed Right or any interest in this Agreement, which Licensee wishes to accept, Licensee shall promptly give Licensor a true copy of the Offer and full details of the proposed purchaser. During the 30 days after Licensor receives the Offer and details it may purchase the property forming the subject matter of the Offer on the same terms and conditions as those in the Offer, except that Licensor may deduct from the purchase price the amount of any broker's or agent's commission or fee that is payable under the Offer, may substitute the reasonable cash equivalent of any other form of consideration specified in the Offer, and may if it chooses may pay the purchase price in full at closing. If Licensor decides not to buy, and if the requirements of Section 7.2 are met, Licensee may complete the transfer in accordance with the Offer. However, if the transfer is not completed within 30 days after Licensor notifies Licensee of its consent to the transfer, then the provisions of this Section shall again apply regarding the proposed transfer, and so on from time to time.

TERMINATION

8.1 Default

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

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

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

8.2 Probationary Period

In the event that the Licensee fails to comply with or meet one of the Default Clauses set forth in Section 8.1. of this Agreement for any relevant period, Licensee shall be placed on “probationary status.” The Licensee shall be placed on probationary status promptly upon Licensee’s failure to comply with or meet any of the Default Conditions, and it shall not be necessary for Franchisor to give Licensee notice (written or otherwise) of the fact that the Licensee is on probationary status. Licensee shall have the period of six (6) calendar months from the date on which Licensee is placed on probationary status to achieve and gain compliance with the minimum performance benchmarks set forth in this Agreement.

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

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

8.3 Termination

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

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

8.4 Partial Return of Money

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

CONSEQUENCES OF TERMINATION

9.1 Stop Using System

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

9.2 De-Identify Business

Within three days after a Termination Licensee shall:

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

9.3 Pay Creditors

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

9.4 Purchase Option

For 30 days after Termination Licensor has the option to purchase such fixtures, vehicles, equipment, signs, supplies, materials and merchandise used in the Licensed Business as Licensor designates. If Licensor exercises this option then Licensee shall sell the designated items to Licensor for such purchase price as they agree upon, or if they cannot agree within ten days, then for fair market value as determined by an independent appraiser selected by Licensor. The purchase price shall not contain any factor or increment

for goodwill or other intangibles. Licensor may set off against the purchase price all amounts then owing by Licensee to Licensor (whether or not under this Agreement) and half of the appraiser's charges for appraising the assets. If Licensor exercises its purchase option, the sale shall be completed within five days after the purchase price is determined, and Licensee shall do whatever is required under any applicable bulk sales legislation to allow Licensor to pay the full purchase price directly to Licensee on closing. At closing Licensee shall give Licensor a bill of sale with the usual covenants as to title, and such other documents as Licensor may reasonably require to complete the sale transaction.

9.5 Powers of Licensor

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

9.6 Equitable Relief

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

GENERAL CONTRACT PROVISIONS

10.1 Indemnification

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

10.2 Security

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

10.3 Overdue Amounts

All amounts owing by Licensee to Licensor, THI, or TH Canada (including amounts owing under this Agreement) shall bear interest after the due date until paid in full at the greater rate of (a) up to one and one-half percent (1.5%) per month, with the rate determined solely by the Licensor, or (b) at the Prime Bank Rate plus 5 percentage points, compounded and payable weekly, not in advance, before and after default, maturity and judgment, with interest on overdue interest at the same rate. In no event will the rate of interest exceed the highest legal rate for open account business credit. The Prime Bank Rate shall be determined at

the close of business on the day before each interest payment is due and shall apply to all amounts owing at that time. "Prime Bank Rate" means the commercial lending rate of interest (expressed as an annual rate) quoted by the Wall Street Journal from time to time as the reference rate of interest (commonly known as "prime") for the purpose of determining the rate of interest that it charges to its commercial customers for U.S. Dollar loans.

10.4 Currency and Payment

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

10.5 No Set-Off

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

10.6 Notice

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

10.7 Governing Law

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

10.8 Entire Agreement

This Agreement is the entire agreement and understanding between the parties regarding its subject matter, and supersedes all previous agreements and understandings between the parties regarding that subject matter. None of the parties is relying on any representation, warranty, inducement, promise or other assurance (express or implied, oral or written, statutory or otherwise) which may have been made or given previously by another party or by anyone else, concerning either this Agreement or the venture contemplated by this Agreement, unless it is specifically stated in this Agreement or in the schedules. This Agreement may only be amended by a written agreement signed by all of the parties. Nothing in this Franchise Agreement or in any related agreement is intended to disclaim representations made in the Franchise Disclosure Document.

10.9 Third Party Beneficiaries

The parties intend that THI and TH Canada be third party beneficiaries of this Agreement. There are no other third party beneficiaries, and no agreement between Licensor, THI, or TH Canada and anyone else is for Licensee or Guarantors' benefit.

10.10 Force Majeure

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

10.11 Number and Gender

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

10.12 Table of Contents and Headings

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

10.13 Independent Contractors

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

10.14 Cumulative Remedies

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

10.15 Waiver

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

10.16 Severability

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

10.17 Time of the Essence

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

10.18 Further Assurances

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

10.19 Successors

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

GUARANTY AND INDEMNITY

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

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

ACKNOWLEDGMENTS

12.1 Independent Investigation and Advice

Licensee and Guarantors acknowledge that they have had adequate opportunity to seek independent advice from legal and other professional advisors of their choice regarding all aspects of this Agreement and the business relationship contemplated by it, recognize that this business venture involves risk, and understand that its success will be largely dependent on their business ability.

12.2 Volume Rebates

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

[Signatures on the following page.]

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

_____.

LICENSOR: MIDWEST LAWN CARE, LLC.

By: _____
President

Attest: _____
Secretary

LICENSEE NAME: _____

By: _____
President

Attest: _____
Secretary

Guarantors:

Witness: _____

Witness: _____

Witness: _____

SCHEDULE "1"
MARKS

Mark	Registration Number	Date of Registration
Weed Man	1,125,439	September 25, 1979; renewed June 20, 2009; renewed April 4, 2019

SCHEDULE "2"

TERRITORY

MIDWEST LAWN CARE, LLC.

MUTUAL GENERAL RELEASE AGREEMENT

THIS MUTUAL GENERAL RELEASE AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Midwest Lawn Care, LLC, a Wisconsin Limited Liability Company ("MLC"), and _____ ("Franchisee").

WHEREAS, MLC and Franchisee entered into a ~~Weed Man~~ Franchise Agreement (the "Franchise Agreement") dated _____, 20____ granting Franchisee the right to operate a ~~Weed Man~~ business using the confidential policies, procedures and techniques developed by Turf Management Systems Inc. and which are licensed to MLC and using certain proprietary marks, including the trademark and service mark ~~Weed Man~~ .

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

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

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

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

2. The foregoing release shall not apply to any claims that the Franchisee may have which have arisen under (a) the Illinois Franchise Disclosure Act of 1987; (b) the Minnesota Franchises Act; or (c) the Wisconsin Franchise Investment Law. This release shall exclude claims arising from

Franchisee's failure to pay any amounts due MLC in the ordinary course of business. The parties expressly agree that this Mutual General Release Agreement will not apply to (1) any claims MLC may have under any Promissory Notes ancillary to the Franchise Agreement, or that pertain to other payment arrangements that the parties may have agreed upon, or (2) any claims arising from the continuing, post-term obligations under the Franchise Agreement pertaining to confidentiality and restrictions on competition. The parties also expressly agree that this Mutual General Release Agreement will not apply to any claims MLC may have under the continuing post-term obligations of the Franchise Agreement, which claims arise after the date of this Mutual General Release Agreement.

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

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

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

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

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

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

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

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

FRANCHISEE:

(Name of Franchisee)

By _____
(Signature)

(Print or type name and title of signatory)

By _____
(Signature)

(Print or type name and title of signatory)

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

ACCEPTANCE

Accepted on this _____ day of _____, 20___. (Acceptance by MLC can only be made by a corporate officer at MLC 's corporate office.)

MIDWEST LAWN CARE, LLC.

By _____

Title _____

**ATTACHMENT
TO WEED MAN FRANCHISE AGREEMENT**

**AUTHORIZATION AGREEMENT
FOR PREAUTHORIZED PAYMENT SERVICE**

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

Franchisee Information:

Franchisee Name: _____ Franchise No.: _____

Payment Date: _____ Payment # & Frequency: _____

Your Bank Account Information:

Please attach a voided check and we will complete this information for you.	
Transit Routing Number: _____	Checking Account Number: _____

Bank Name: _____ Bank Address: _____

Your Name(s): _____
(please print)

Signature(s): _____

Date Signed: _____

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



EXHIBIT D

LISTS OF ACTIVE FRANCHISES:

- FRANCHISE OWNERS OPERATING IN THIS AREA**
- FRANCHISE OWNERS OUTSIDE OF THIS AREA**

LIST OF DEPARTED FRANCHISEES

WEED MAN System Franchises of Midwest Lawn Care, LLC Open and Operating as of December 31, 2022

Operating City	Operating State	Name of Principal Owner	Address	Business Telephone Number	Sub-Franchisor
ILLINOIS					
Arlington Heights #1	IL	Brandon Burns	574 Wheeling Rd, Wheeling, IL 60090	(847) 459-9333	Midwest Lawn Care, LLC
Arlington Heights #2	IL	Brandon Burns	574 Wheeling Rd, Wheeling, IL 60090	(847) 459-9333	Midwest Lawn Care, LLC
Arlington Heights #3	IL	Brandon Burns	574 Wheeling Rd, Wheeling, IL 60090	(847) 459-9333	Midwest Lawn Care, LLC
Arlington Heights #4	IL	Brandon Burns	574 Wheeling Rd, Wheeling, IL 60090	(847) 459-9333	Midwest Lawn Care, LLC
Arlington Heights #5	IL	Brandon Burns	574 Wheeling Rd, Wheeling, IL 60090	(847) 459-9333	Midwest Lawn Care, LLC
Aurora #1	IL	Michael Kalke	1999 Bucktail Ln Ste 1, Sugar Grove, IL 60554	(630) 208-9333	Midwest Lawn Care, LLC
Aurora #2	IL	Michael Kalke	1999 Bucktail Ln Ste 1, Sugar Grove, IL 60554	(630) 208-9333	Midwest Lawn Care, LLC
Elgin #1	IL	Shane Griffith	203 Christina Dr, East Dundee, IL 60118	(847) 600-4411	Midwest Lawn Care, LLC
Elgin #2	IL	Shane Griffith	203 Christina Dr, East Dundee, IL 60118	(847) 600-4411	Midwest Lawn Care, LLC
Libertyville	IL	Chuck Ardell	26575 Commerce Dr # 503 Volo, IL 60023	(847)-725-0472	Midwest Lawn Care, LLC
Naperville	IL	Terry Kurth	10216 Werch Dr Ste 112, Woodridge, IL 60517	(847) 600-4411	Midwest Lawn Care, LLC
Rockford	IL	Andy Kurth	2211 Eagle Dr Middleton, WI 53562	(608) 824-0043	Midwest Lawn Care, LLC
MINNESOTA					
Minneapolis	MN	Steve Sartorius	12235 Nicollet Ave. S., Burnsville, MN 55337	(651) 456-9696	Midwest Lawn Care, LLC
WISCONSIN					
Appleton	WI	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	(608) 824-0043	Midwest Lawn Care, LLC
Green Bay	WI	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	(608) 824-0043	Midwest Lawn Care, LLC
Madison #1	WI	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	(608) 824-0043	Midwest Lawn Care, LLC
Madison #2	WI	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	(608) 824-0043	Midwest Lawn Care, LLC
Menomonee Falls	WI	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	(608) 824-0043	Midwest Lawn Care, LLC
Milwaukee #1	WI	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	(608) 824-0043	Midwest Lawn Care, LLC
Milwaukee #2	WI	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	(608) 824-0043	Midwest Lawn Care, LLC
Racine Kenosha	WI	Luke McGhee	6621 39th Avenue Kenosha, WI 53142	(262) 358-8488	Midwest Lawn Care, LLC
Walworth County	WI	Luke McGhee	6621 39th Ave Kenosha, WI 53142	(262) 358-8488	Midwest Lawn Care, LLC
Waukesha	WI	Andy Kurth	2211 Eagle Drive Middleton, WI 53562	(608) 824-0043	Midwest Lawn Care, LLC

National WEED MAN Franchisees Outside the Midwest Lawn Care, LLC Region Open and Operating as of December 31, 2022

Operating City	Operating State	Name of Principal Owner	Address	Business Telephone Number	Sub-Franchisor
ALABAMA					
Auburn	AL	Kyle & Grant Faulk	P.O. Box 1724, Dothan, AL 36302	334-828-1259	Acacia, LLC
Birmingham	AL	Bruce Sheppard	P.O. Box 6413, Annapolis, MD 21401	410-266-9282	Acacia, LLC
Dothan	AL	Kyle & Grant Faulk	P.O. Box 1724, Dothan, AL 36302	334-828-1259	Acacia, LLC
Huntsville	AL	Kyle & Grant Faulk	P.O. Box 1724, Dothan, AL 36302	334-828-1259	Acacia, LLC
Montgomery	AL	Kyle & Grant Faulk	P.O. Box 1724, Dothan, AL 36302	334-828-1259	Acacia, LLC
ARKANSAS					
Arkansas NW	AR	Brad Smith	3065B American St. Springdale, AR 72764	(479) 935-2335	Turf's Up Enterprises, LLC
Russellville	AR	Jeffrey Klingaman	3065B American St. Springdale, AR 72764	(479) 935-2335	Turf's Up Enterprises, LLC
CALIFORNIA					
Chico	CA	Wesley Giesbrecht	3122 County Rd. W99 Artois, CA 95913	(530) 934-9304	Turf Holdings, Inc.
Fresno	CA	Bill Shane	101-1900 South Van Ness Avenue Fresno, CA 93721	(559) 266-1624	Turf Holdings, Inc.
Kings Tulare	CA	Bill Shane	101-1900 South Van Ness Avenue Fresno, CA 93721	(559) 266-1624	Turf Holdings, Inc.
Madera County	CA	John Nelson	3164 N Marks Ave Ste 109 Fresno, CA 93722	(559) 266-1661	Turf Holdings, Inc.
Merced	CA	Russell Spence	10218 Liberty Ave Livingston, California 95334	(209) 394-4300	Turf Holdings, Inc.
COLORADO					
Aurora	CO	Terry Kurth	4231 S Natches Crt Suite D Englewood, CO 80110	(720) 598-9398	Turf Holdings, Inc.
Colorado Springs	CO	Terry Kurth	2668 Durango Dr Colorado Springs, CO 80910	(719) 368-4961	Turf Holdings, Inc.
Denver #1	CO	Terry Kurth	4231 S Natches Crt Suite D Englewood, CO 80110	(720) 598-9398	Turf Holdings, Inc.
Denver #2	CO	Terry Kurth	4231 S Natches Crt Suite D Englewood, CO 80110	(720) 598-9398	Turf Holdings, Inc.
Fort Collins	CO	Michael Schulz	1001-A E Harmony Rd. #133 Fort Collins, CO 80525	(970) 682-3155	Turf Holdings, Inc.
CONNECTICUT					
Hartford #1	CT	Tom Mauer	153 Plainfield Street Springfield, MA 01104	(860) 903-1110	Turf Holdings, Inc.
Hartford #2	CT	Tom Mauer	153 Plainfield Street Springfield, MA 01104	(860) 903-1110	Turf Holdings, Inc.
Westport #1	CT	Greg Mikos	35 Kings Highway East Fairfield, CT 06825	(203) 256-9449	Turf Holdings, Inc.
Westport #2	CT	Greg Mikos	35 Kings Highway East Fairfield, CT 06825	(203) 256-9449	Turf Holdings, Inc.
Westport #3	CT	Greg Mikos	35 Kings Highway East Fairfield, CT 06825	(203) 256-9449	Turf Holdings, Inc.
FLORIDA					
Fort Myers	FL	Jim & Sydni Ciamillo	11161 Lazy Acres Lane Fort Myers, FL 33905	(239) 565-1094	WM Sunshine State, LLC
Jacksonville #1	FL	James McClure	1213 Canton St. Suite 200 Roswell, GA 30075	(770) 998-7868	Acacia, LLC
Jacksonville #2	FL	James McClure	1213 Canton St. Suite 200 Roswell, GA 30075	(770) 998-7868	Acacia, LLC
Orlando West	FL	Douglas Cabral	Winter Garden, FL 34787	(407) 654-8800	WM Sunshine State, LLC
Sarasota	FL	Alec Villeneuve	609-935 N Beneva Rd Ste 108 Sarasota, FL 34232	(941) 413-0299	WM Sunshine State, LLC
Tampa	FL	Joe Chiellini	9702 Harney Road Thonotosassa, FL 33592	(813) 563-5435	WM Sunshine State, LLC
GEORGIA					
Coastal Georgia	GA	Philip Evans	271 Benedict Road Brunswick, GA 31520	(912) 342-7797	D&K Franchise Sales
Coweta-Fayette County #1	GA	Richard Thompson	25 N. Industrial Drive Palmetto, GA 30268	(770) 463-1911	D&K Franchise Sales
Coweta-Fayette County #2	GA	Richard Thompson	25 N. Industrial Drive Palmetto, GA 30268	(770) 463-1911	D&K Franchise Sales
Gwinnet County	GA	James McClure	1213 Canton St. Suite 200 Roswell, GA 30075	(770) 998-7868	D&K Franchise Sales
Roswell #1	GA	James McClure	1213 Canton St. Suite 200 Roswell, GA 30075	(770) 998-7868	D&K Franchise Sales
Roswell #2	GA	James McClure	1213 Canton St. Suite 200 Roswell, GA 30075	(770) 998-7868	D&K Franchise Sales
Warner Robins	GA	Jared Icard	202 Stalnakar Avenue Warner Robins, GA 31088	(478) 329-1118	D&K Franchise Sales
IDAHO					
Boise	ID	Terry Kurth	2269 East Commercial Street Meridian, ID 83642	(208) 888-9911	Turf Holdings, Inc.
Pocatello	ID	Jerry Merrill	205 S 5th W Rexburg, ID 85204	(208) 233-9333	Turf Holdings, Inc.

National WEED MAN Franchisees Outside the Midwest Lawn Care, LLC Region Open and Operating as of December 31, 2022

Operating City	Operating State	Name of Principal Owner	Address	Business Telephone Number	Sub-Franchisor
Rexburg	ID	Jerry Merrill	205 S 5th W Rexburg, ID 85204	(208) 233-9333	Turf Holdings, Inc.
ILLINOIS					
Bloomington	IL	Josh Fromme	P.O. Box 634 Normal, IL 61761	309-827-9390	NPK Holdings, LLC
Carbondale	IL	Rick Ebelhar	220 Front St Energy, IL 62933	(618) 319-4800	NPK Holdings, LLC
Champaign	IL	Josh Fromme	2714 W Clark Road Suite F Champaign, IL 61822	(217) 355-2800	NPK Holdings, LLC
Decatur	IL	Josh Fromme	2714 W Clark Road Suite F Champaign, IL 61822	(217) 355-2800	NPK Holdings, LLC
Springfield	IL	Josh Fromme	3630 Great Northern Ave. Springfield, IL 62711	(217) 241-9333	NPK Holdings, LLC
Western Illinois	IL	Matthew Voss	13852 Ferguson Lane. Bridgeton, MO 63044	(314) 770-0099	NPK Holdings, LLC
INDIANA					
Evansville	IN	Todd West	2512 North Cullen Ave Suite D Evansville, IN 47715	(812) 250-2995	MIK Holdings, LLC
Fort Wayne	IN	Brandon Burns	3020 Congressional Pkwy Unit A Fort Wayne, IN 46808	(260) 560-4884	MIK Holdings, LLC
Indianapolis NE	IN	Josh Fromme	5122 W 79th Street Indianapolis, IN 46268	(317) 362-0226	MIK Holdings, LLC
Indianapolis NW	IN	Josh Fromme	5122 W 79th Street Indianapolis, IN 46268	(317) 362-0226	MIK Holdings, LLC
Indianapolis South	IN	Josh Fromme	5122 W 79th Street Indianapolis, IN 46268	(317) 362-0226	MIK Holdings, LLC
Lafayette	IN	Josh Fromme	5122 W 79th Street Indianapolis, IN 46268	(317) 362-0226	MIK Holdings, LLC
Merrillville-Valparaiso	IN	Brandon Burns	8762 Louisiana St, Ste P Merrillville, IN 46410	(219) 682-2955	MIK Holdings, LLC
Michiana	IN	Nate DeVisser	4014 S 9th Street Kalamazoo, MI 49009	(574) 272-2207	MIK Holdings, LLC
IOWA					
Cedar Rapids	IA	Andy Kurth	3750 Liberty Dr, Suite 1 Iowa City, IA 52240	(319) 569-0208	Turf's Up Enterprises, LLC
Des Moines	IA	Jon Cundiff	222 NW 3rd Street Place Grimes, IA 50111	(515) 986-1119	Turf's Up Enterprises, LLC
KANSAS					
Wichita	KS	Zachary Whitehurst	24045 W39th St., Goddard, KS 67052	(316) 833-2424	Turf's Up Enterprises, LLC
KENTUCKY					
Elizabethtown	KY	David Waskey	344 Production Court Louisville, KY 40299	(502) 491-1194	MIK Holdings, LLC
Florence	KY	Chase Hillenmeyer	12100 Champion Way Cincinnati, OH 45241	(513) 522-0517	MIK Holdings, LLC
Frankfort	KY	Chase Hillenmeyer	2337 Sandersville Rd. Lexington, KY 40511	(859) 425-4040	MIK Holdings, LLC
Lexington	KY	Chase Hillenmeyer	2339 Sandersville Road Lexington, KY 40511	(859) 425-4040	MIK Holdings, LLC
Louisville	KY	David Waskey	344 Production Court Louisville, KY 40299	(502) 491-1194	MIK Holdings, LLC
Louisville West	KY	David Waskey	344 Production Court Louisville, KY 40299	(502) 491-1194	MIK Holdings, LLC
Owensboro	KY	Todd West	2902 Fairview St. Owensboro, KY 42303	(270) 926-4101	MIK Holdings, LLC
Paducah	KY	Rick Ebelhar	5430 Cairo Road Paducah, KY 42001	(270) 926-4101	MIK Holdings, LLC
LOUISIANA					
Shreveport	LA	Dobson Ramsey	1500 N. Market Street Suite C-110 Shreveport, LA 71107	318-828-2872	Acacia, LLC
MARYLAND					
Annapolis #1	MD	Bruce Sheppard	P.O. Box 6413, Annapolis, MD 21401	410-266-9282	Tara Holdings, LLC
Annapolis #2	MD	Bruce Sheppard	P.O. Box 6413, Annapolis, MD 21401	410-266-9282	Tara Holdings, LLC
Bethesda	MD	Bruce Sheppard	130 Windy Hill Ln., Suite 4 Winchester, VA 22602	540-545-2010	Tara Holdings, LLC
Chester	MD	Bruce Sheppard	P.O. Box 6413, Annapolis, MD 21401	410-266-9282	Tara Holdings, LLC
Frederick	MD	Bruce Sheppard	130 Windy Hill Ln., Suite 4 Winchester, VA 22602	540-545-2010	Tara Holdings, LLC
Montgomery	MD	Bruce Sheppard	P.O. Box 6413, Annapolis, MD 21401	410-266-9282	Tara Holdings, LLC
MASSACHUSETTS					
Cape Cod #1	MA	Candace McKeone	103 Industrial Drive Mashpee, MA 2649	(508) 420-4300	Turf Holdings, Inc.
Cape Cod #2	MA	Candace McKeone	103 Industrial Drive Mashpee, MA 2649	(508) 420-4300	Turf Holdings, Inc.
North Shore	MA	Joseph Morin	6 Lisa Lane Georgetown, MA 01833	(978) 352-2000	Turf Holdings, Inc.

National WEED MAN Franchisees Outside the Midwest Lawn Care, LLC Region Open and Operating as of December 31, 2022

Operating City	Operating State	Name of Principal Owner	Address	Business Telephone Number	Sub-Franchisor
Norwood	MA	Charles Marshall	99 Derby Street, Ste 200 Hingham, MA 02043	(781) 908-0591	Turf Holdings, Inc.
Spencer #1	MA	Arnie Arsenault	16 West Main Street Spencer, MA 01562	(508) 885-5589	Turf Holdings, Inc.
Spencer #2	MA	Arnie Arsenault	16 West Main Street Spencer, MA 01562	(508) 885-5589	Turf Holdings, Inc.
Springfield	MA	Tom Mauer	153 Plainfield Street Springfield, MA 01104	(860) 903-1110	Turf Holdings, Inc.
MICHIGAN					
Adrian	MI	Keith Sergott	3460 E. Ellsworth Road Suite 101 Ann Arbor, MI 48108	(734) 973-6676	MIK Holdings, LLC
Ann Arbor	MI	Keith Sergott	3460 E. Ellsworth Road Suite 101 Ann Arbor, MI 48108	(734) 973-6676	MIK Holdings, LLC
Farmington Hills	MI	Aaron Young	29261 Wall St Wixom, MI 48393	(248) 477-4880	MIK Holdings, LLC
Ferndale	MI	Aaron Young	29261 Wall St Wixom, MI 48393	(248) 477-4880	MIK Holdings, LLC
Fenton	MI	David Thurston	5234 Holt Rd. Holt, MI 48842	(517) 803-4559	MIK Holdings, LLC
Grand Rapids	MI	Bill Pringle	6439 Industrial Center Drive Jenison, MI 49428	(616) 669-0500	MIK Holdings, LLC
Jenison	MI	Bill Pringle	6439 Industrial Center Drive Jenison, MI 49428	(616) 669-0500	MIK Holdings, LLC
Kalamazoo #1	MI	Nate DeVisser	4014 S 9th Street Kalamazoo, MI 49009	(269) 372-3400	MIK Holdings, LLC
Kalamazoo #2	MI	Nate DeVisser	4014 S 9th Street Kalamazoo, MI 49009	(269) 372-3400	MIK Holdings, LLC
Lansing	MI	David L. Thurston, JR.	P.O. Box 128 5234 W Holt Road Holt, MI 48842	(517) 694-5296	MIK Holdings, LLC
Midland	MI	Mark Kosberg	PO Box 213 Sanford, MI 48657	(989) 832-5051	MIK Holdings, LLC
Muskegon	MI	Kyle Lohman	5215 Industrial Park Drive Montague, MI 49437	(231) 894-5988	MIK Holdings, LLC
St. Clair County	MI	Dan Wynn	1102 4th Street Port Huron, MI 48060	(810) 937-5395	MIK Holdings, LLC
Traverse City	MI	Mike Johnson	288 Garfield Road North Traverse City, MI 49696	(231) 929-3293	MIK Holdings, LLC
MISSOURI					
Columbia	MO	Matt Voss	13852 Ferguson Ln Bridgeton, MO 63044	(314) 770-0099	Turf's Up Enterprises, LLC
Kansas City	MO	Jon Cundiff	221 NW Commerce Ct, Suite 200 Lee's Summit, MO 64086	(515) 986-1119	Turf's Up Enterprises, LLC
Kansas City North #1	MO	Dennis McKee	6620 Royal Street Suite A Pleasant Valley, MO 64068	(816) 781-1300	Turf's Up Enterprises, LLC
Kansas City North #2	MO	Dennis McKee	6620 Royal Street Suite A Pleasant Valley, MO 64068	(816) 781-1300	Turf's Up Enterprises, LLC
Springfield	MO	Jon Cundiff	1102-C S 3rd Street Ozark, MO 65721	(417) 581-1830	Turf's Up Enterprises, LLC
St. Louis #1	MO	Matt Voss	13852 Ferguson Lane Bridgeton, MO 63044	(314) 770-0099	Turf's Up Enterprises, LLC
St. Louis #2	MO	Matt Voss	13852 Ferguson Lane Bridgeton, MO 63044	(314) 770-0099	Turf's Up Enterprises, LLC
St. Louis #3	MO	Matt Voss	13852 Ferguson Lane Bridgeton, MO 63044	(314) 770-0099	Turf's Up Enterprises, LLC
MONTANA					
Billings	MT	Tyler & Beth Hollenbeck	2816 Pronghorn Drive Laurel, MT 59044	(406) 672-0550	Turf Holdings, Inc.
NEBRASKA					
Grand Island	NE	Todd Himmelberg	141 N. Calvert St, P.O. Box 98 Lawrence, NE 68957	(866) 813-9333	Turf's Up Enterprises, LLC
Lincoln	NE	Jack Wiederholt	3750 W Burgess Lane Lincoln, NE 68523	(402) 580-7679	Turf's Up Enterprises, LLC
Omaha	NE	Alexander Thacker	2735 N. 113th St. Omaha, NE 68164	(402) 949-3337	Turf's Up Enterprises, LLC
NEW JERSEY					
Bergen County	NJ	Joseph Dillon	P.O. Box 36 River Edge, NJ 07661	(201) 342-8228	WM NJ PA, Inc.
Central New Jersey	NJ	Kris McDermant	P.O. Box 322 35 Colby Ave. Manasquan, NJ 08736	(732) 412-9300	WM NJ PA, Inc.
Fairview	NJ	Joseph Dillon	P.O. Box 36 River Edge, NJ 07661	(201) 342-8228	WM NJ PA, Inc.
Jersey Shore #1	NJ	Kris McDermant	P.O. Box 322 35 Colby Ave. Manasquan, NJ 08736	(732) 412-9300	WM NJ PA, Inc.
Jersey Shore #2	NJ	Kris McDermant	P.O. Box 322 35 Colby Ave. Manasquan, NJ 08736	(732) 412-9300	WM NJ PA, Inc.
Wayne	NJ	Ray Zimmerman	34 Highland Lakes Rd Vernon Township, NJ 07462	(973) 554-9009	WM NJ PA, Inc.
NEW YORK					
Buffalo East	NY	Ken Bieber	3847 Oak Orchard Road Albion, NY 14411	(585) 589-4211	Growing Opportunities

National WEED MAN Franchisees Outside the Midwest Lawn Care, LLC Region Open and Operating as of December 31, 2022

Operating City	Operating State	Name of Principal Owner	Address	Business Telephone Number	Sub-Franchisor
Buffalo South	NY	Joe Barone	2660 Seneca Street , West Seneca, NY 14224	(716) 825-8044	Growing Opportunities
Buffalo West	NY	Ken Bieber	3847 Oak Orchard Road Albion, NY 14411	(585) 589-4211	Growing Opportunities
Rochester	NY	Ken Bieber	3847 Oak Orchard Road Albion, NY 14411	(585) 589-4211	Growing Opportunities
NORTH CAROLINA					
Burlington	NC	Paul Brooks	6001 Resco Court Raleigh, NC 27617	(919) 781-5365	D&K Franchise Sales
East Wake/Johnson	NC	Harold Hill	4521 Preslyn Dr Raleigh, NC 27616	(919) 231-7745	D&K Franchise Sales
Guilford County	NC	Jason Bridges	2550 Empire Drive Suite 110 Winston-Salem, NC 27103	(336) 271-6699	D&K Franchise Sales
Lake Norman #1	NC	Sam Morgan	6021 Mundy Rd Denver, NC 28037	(704) 822-6620	D&K Franchise Sales
Lake Norman #2	NC	Sam Morgan	6021 Mundy Rd Denver, NC 28037	(704) 822-6620	D&K Franchise Sales
Lake Norman #3	NC	Sam Morgan	6021 Mundy Rd Denver, NC 28037	(704) 822-6620	D&K Franchise Sales
Lake Norman #4	NC	Sam Morgan	6021 Mundy Rd Denver, NC 28037	(704) 822-6620	D&K Franchise Sales
Pitt County	NC	Josh Greer	P. O Box 3857 Greenville, NC 27836	(252) 565-5436	D&K Franchise Sales
Raleigh	NC	Paul Brooks	6001 Resco Ct Raleigh, NC 27617	(919) 781-5365	D&K Franchise Sales
Salisbury	NC	Lonnie Ogg	6021 Mundy Rd Denver, NC 28037	(704) 637-8780	D&K Franchise Sales
Southern Wake/Chatham	NC	Paul Brooks	3119-2 Kitty Hawk Rd Wilmington, NC 28405	(919) 781-5365	D&K Franchise Sales
Wilmington	NC	Paul Brooks	3119-2 Kitty Hawk Rd Wilmington, NC 28405	919) 781-5365	D&K Franchise Sales
Winston-Salem	NC	Jason Bridges	2550 Empire Drive Suite 110 Winston-Salem, NC 27103	(336) 271-6699	D&K Franchise Sales
OHIO					
Akron #1	OH	Brandon Burns	2035 Midway Drive Twinsburg, OH 44087	(440) 571-3020	Growing Opportunities
Akron #2	OH	Brandon Burns	2035 Midway Drive Twinsburg, OH 44087	(440) 571-3020	Growing Opportunities
Cincinnati NE	OH	Chase Hillenmeyer	12100 Champion Way Cincinnati, OH 45241	(513) 257-0497	Growing Opportunities
Cincinnati NW	OH	Chase Hillenmeyer	12100 Champion Way Cincinnati, OH 45241	(513) 257-0497	Growing Opportunities
Cleveland-Norwalk	OH	Brandon Burns	2035 Midway Drive Twinsburg, OH 44087	(440) 571-3020	Growing Opportunities
Cleveland East	OH	Ned Cultrona	572 Trebisky Road South Euclid, OH 44143	(216) 691-9333	Growing Opportunities
Cleveland South #1	OH	Brandon Burns	2035 Midway Drive Twinsburg, OH 44087	(440) 571-3020	Growing Opportunities
Cleveland South #2	OH	Brandon Burns	2035 Midway Drive Twinsburg, OH 44087	(440) 571-3020	Growing Opportunities
Columbus NE	OH	Corbin Schlatter	7400 Industrial Pkwy Ste 2 Plain City, OH 43064	(614) 733-3747	Growing Opportunities
Columbus Northwest	OH	Corbin Schlatter	7400 Industrial Pkwy Ste 2 Plain City, OH 43064	(614) 733-3747	Growing Opportunities
Columbus SE	OH	Bob Dillon	3755 Columbus Lancaster Rd Carroll, OH 43112	(740) 756-9333	Growing Opportunities
Dayton	OH	Corbin Schlatter	7400 Industrial Pkwy Ste 2 Plain City, OH 43064	(614) 733-3747	Growing Opportunities
Defiance	OH	James O'Connor	700 Millers Run Rd. Cuddy, PA 15031	(412) 310-4554	Growing Opportunities
Erie-Ashtabula	OH	Douglas Canter	2312 Aetna Road Ashtabula, OH 44048	(440) 224-3340	Growing Opportunities
Greene County	OH	Corbin Schlatter	7400 Industrial Pkwy Ste 2 Plain City, OH 43064	(614) 733-3747	Growing Opportunities
Lake County	OH	Brandon Burns	2035 Midway Drive Twinsburg, OH 44087	(440) 571-3020	Growing Opportunities
Medina-Strongsville	OH	Brandon Burns	2035 Midway Drive Twinsburg, OH 44087	(440) 571-3020	Growing Opportunities
Stark County	OH	Brandon Burns	2035 Midway Drive Twinsburg, OH 44087	(440) 571-3020	Growing Opportunities
Toledo	OH	James O'Connor	700 Millers Run Rd. Cuddy, PA 15031	(412) 310-4554	Growing Opportunities
Toledo-Norwalk	OH	James O'Connor	700 Millers Run Rd. Cuddy, PA 15031	(412) 310-4554	Growing Opportunities
OKLAHOMA					
Oklahoma City NW	OK	Ryan Brady	605 Evergreen Street Edmond, OK 73003	(405) 550-0002	Turf's Up Enterprises, LLC
Oklahoma Central #1	OK	Jon Cundiff	8060 Glade Ave Oklahoma City, OK 73132	(405) 384-8586	Turf's Up Enterprises, LLC
Oklahoma Central #2	OK	Jon Cundiff	8060 Glade Ave Oklahoma City, OK 73132	(405) 384-8586	Turf's Up Enterprises, LLC

National WEED MAN Franchisees Outside the Midwest Lawn Care, LLC Region Open and Operating as of December 31, 2022

Operating City	Operating State	Name of Principal Owner	Address	Business Telephone Number	Sub-Franchisor
Stillwater	OK	Ryan Brady	605 Evergreen Street Edmond, OK 73003	(405) 550-0002	Turf's Up Enterprises, LLC
Tulsa North #1	OK	Ken Martins	9252 E Misty Dr. Claremore, OK 74019	(918) 223-3643	Turf's Up Enterprises, LLC
Tulsa North #2	OK	Ken Martins	9252 E Misty Dr. Claremore, OK 74019	(918) 223-3643	Turf's Up Enterprises, LLC
Tulsa South	OK	Ken Martins	9252 E Misty Dr. Claremore, OK 74019	(918) 223-3643	Turf's Up Enterprises, LLC
OREGON					
Portland West	OR	Isaac Kearns	16800 NE McDougall Rd Dayton, OR 97114	(503) 334-2274	Turf Holdings, Inc.
PENNSYLVANIA					
Bucks County #1	PA	Matt Peters	211 N Sycamore St. Newtown, PA 18940	(215) 968-1845	WM NJ PA, Inc.
Bucks County #2	PA	Matt Peters	211 N Sycamore St. Newtown, PA 18940	(215) 968-1845	WM NJ PA, Inc.
Carlisle #1	PA	John Sanders	937 Nixon Drive Suite B Mechanicsburg, PA 17055	(717) 766-6400	WM NJ PA, Inc.
Carlisle #2	PA	John Sanders	1302 Slate Hill Road Camp Hill, PA 17011	(610) 816-6755	WM NJ PA, Inc.
Lancaster #1	PA	John Sanders	30 Snyder Lane Ephrata, PA 17522	(610) 816-6755	WM NJ PA, Inc.
Lancaster #2	PA	John Sanders	30 Snyder Lane Ephrata, PA 17522	(610) 816-6755	WM NJ PA, Inc.
Lebanon County	PA	John Sanders	30 Snyder Lane Ephrata, PA 17522	(610) 816-6755	WM NJ PA, Inc.
Main Line	PA	John Sanders	981 S Bolmar St. Suite F West Chester, PA 19382	(610) 692-4500	WM NJ PA, Inc.
Montgomery County #1	PA	Matt Peters	211 N Sycamore St. Newtown, PA 18940	(215) 968-1845	WM NJ PA, Inc.
Pittsburgh North Hills #1	PA	James O'Connor	700 Millers Run Rd. Cuddy, PA 15031	(412) 310-4554	Growing Opportunities
Pittsburgh South Hills #2	PA	James O'Connor	700 Millers Run Rd. Cuddy, PA 15031	(412) 310-4554	Growing Opportunities
Pittsburgh South Hills #3	PA	James O'Connor	700 Millers Run Rd. Cuddy, PA 15031	(412) 310-4554	Growing Opportunities
Montgomery County #2	PA	Matt Peters	211 N Sycamore St. Newtown, PA 18940	(215) 968-1845	WM NJ PA, Inc.
Reading/Berks	PA	John Sanders	30 Snyder Lane Ephrata, PA 17522	(610) 816-6755	WM NJ PA, Inc.
Trumbull County	PA	Douglas Canter	2312 Aetna Road, Ashtabula, OH 44048	(440) 224-3340	Growing Opportunities
SOUTH CAROLINA					
Charleston	SC	David Tylus	119 Thomas Cary Ct. Suite B Wando, SC 29492	843-884-1006	Tara Holdings, LLC
Fort Mill	SC	David Boyle & John Hotchkin	122 Johns Road Greer, SC 29650	864-271-0018	Tara Holdings, LLC
Greenville #1	SC	David Boyle & John Hotchkin	2435 E North Street Unit 133 Greenville, SC 29615	864-271-0018	Tara Holdings, LLC
Greenville #2	SC	David Boyle & John Hotchkin	2435 E North Street Unit 133 Greenville, SC 29615	864-271-0018	Tara Holdings, LLC
Myrtle Beach	SC	Tom Ladd & David Waskey	721 Seaboard Street Suite 8 Myrtle Beach, SC 29577	843-445-1691	Tara Holdings, LLC
TENNESSEE					
Chattanooga	TN	Peter Rossi	6921 Middle Valley Rd. Suite 112 Hixson, TN 37343	(423) 315-7226	NPK Holdings, LLC
Clarksville	TN	Chase Hillenmeyer	1931 Air Ln Dr Nashville, TN 37210	(615) 649-0702	NPK Holdings, LLC
Cleveland	TN	Peter Rossi	6921 Middle Valley Rd. Suite 112 Hixson, TN 37343	(423) 315-7226	NPK Holdings, LLC
Knoxville #1	TN	Brian Light	619 Barbrow Lane Knoxville, TN 37932	(865) 966-2963	NPK Holdings, LLC
Knoxville #2	TN	Brian Light	619 Barbrow Lane Knoxville, TN 37932	(865) 966-2963	NPK Holdings, LLC
Murfreesboro	TN	Josh Fromme	340 Westgate Blvd Suite 104 Murfreesboro, TN 37129	(615) 867-7100	NPK Holdings, LLC
Nashville #1	TN	Chase Hillenmeyer	2339 Sandersville Road Lexington, KY 40511	(859) 425-4040	NPK Holdings, LLC
Nashville #2	TN	Chase Hillenmeyer	2339 Sandersville Road Lexington, KY 40511	(859) 425-4040	NPK Holdings, LLC
TEXAS					
Austin NW	TX	Terry Kurth	6816 Lee Manor Cove Ste 102, Manor, TX 78653	(512) 297-9472	Turf Holdings, Inc.
Austin SW	TX	Terry Kurth	6816 Lee Manor Cove Ste 102, Manor, TX 78653	(512) 297-9472	Turf Holdings, Inc.
Beaumont	TX	Brandon Ritenour	5435 Manion Way Lumberton, TX 77657	(409) 937-1472	Turf Holdings, Inc.
Corpus Christi	TX	Neal & Carla Daniels	5835 S Oso Prkwy Corpus Christi, TX 78414	(361) 434-0122	Turf Holdings, Inc.

National WEED MAN Franchisees Outside the Midwest Lawn Care, LLC Region Open and Operating as of December 31, 2022

Operating City	Operating State	Name of Principal Owner	Address	Business Telephone Number	Sub-Franchisor
Flower Mound #1	TX	Marty Hoover	17176 FM 156 S #100T Justin, TX 76247	(866) 821-0845	Turf's Up Enterprises, LLC
Flower Mound #2	TX	Marty Hoover	17176 FM 156 S #100T Justin, TX 76247	(866) 821-0845	Turf's Up Enterprises, LLC
Flower Mound #3	TX	Marty Hoover	17176 FM 156 S #100T Justin, TX 76247	(866) 821-0845	Turf's Up Enterprises, LLC
Flower Mound #4	TX	Marty Hoover	17176 FM 156 S #100T Justin, TX 76247	(866) 821-0845	Turf's Up Enterprises, LLC
Fort Worth South	TX	Jon Cundiff	1102-C S 3rd Street Ozark, MO 65721	(417) 581-1830	Turf's Up Enterprises, LLC
Houston North	TX	James McClure	6830 N. Eldridge Pkwy #207 Houston, TX 77041	(832) 534-1928	Turf Holdings, Inc.
Houston SE #1	TX	Tim Naughton	957 Nasa Parkway Ste 401 Houston, TX 77058	(832) 352-4444	Turf Holdings, Inc.
Houston SE #2	TX	Tim Naughton	957 Nasa Parkway Ste 401 Houston, TX 77058	(832) 352-4444	Turf Holdings, Inc.
Katy	TX	James McClure	6830 N. Eldridge Pkwy #207 Houston, TX 77041	(832) 534-1928	Turf Holdings, Inc.
Tyler	TX	Steven Riles	1904 Silver Cove Whitehouse, TX 75791	(903) 590-0598	Turf's Up Enterprises, LLC
San Antonio N	TX	James McClure	215 Cardinal Dr New Braunfels, TX 78130	(210) 651-9880	Turf Holdings, Inc.
San Antonio W	TX	James McClure	215 Cardinal Dr New Braunfels, TX 78130	(210) 651-9880	Turf Holdings, Inc.
Weatherford	TX	Jon Cundiff	1102-C S 3rd Street Ozark, MO 65721	(417) 581-1830	Turf's Up Enterprises, LLC
UTAH					
North Utah	UT	Andy Kurth	950 W Kershaw Suite K St. Ogden, UT 84401	(888) 328-1028	Turf Holdings, Inc.
Orem #1	UT	Andy Kurth	14557 S 790 W Unit C Bluffdale, UT 84065	(801) 400-1400	Turf Holdings, Inc.
Orem #2	UT	Andy Kurth	14557 S 790 W Unit C Bluffdale, UT 84065	(801) 400-1400	Turf Holdings, Inc.
Salt Lake City #1	UT	Andy Kurth	14557 S 790 W Unit C Bluffdale, UT 84065	(801) 400-1400	Turf Holdings, Inc.
Salt Lake City #2	UT	Andy Kurth	14557 S 790 W Unit C Bluffdale, UT 84065	(801) 400-1400	Turf Holdings, Inc.
VIRGINIA					
Alexandria	VA	Eric Storck	3150 Spring St. Fairfax, VA 22031	571-340-3400	Tara Holdings, LLC
Fredericksburg	VA	Alan & Chris Musselman	PO Box 854 Bristow, VA 20136	703-366-3777	Tara Holdings, LLC
Loudon/Fairfax County	VA	Ahmed & Samantha Nasr	37224 E. Richardson Ln Bay H Purcellville, VA 20132	703-777-7795	Tara Holdings, LLC
Richmond	VA	Brandon Sheppard	130 Windy Hill Ln., Suite 4 Winchester, VA 22602	540-545-2010	Tara Holdings, LLC
Southwest Fairfax County #1	VA	Alan & Chris Musselman	PO Box 854 Bristow, VA 20136	703-366-3777	Tara Holdings, LLC
Southwest Fairfax County #2	VA	Alan & Chris Musselman	PO Box 854 Bristow, VA 20136	703-366-3777	Tara Holdings, LLC
Vienna	VA	Eric Storck	3150 Spring St. Fairfax, VA 22031	571-340-3400	Tara Holdings, LLC
Virginia Beach South #1	VA	David Boyle & John Hotchkin	1226 Executive Blvd Ste 115 Chesapeake, VA 23320	757-350-1488	Tara Holdings, LLC
Virginia Beach South #2	VA	David Boyle & John Hotchkin	1226 Executive Blvd Ste 115 Chesapeake, VA 23320	757-350-1488	Tara Holdings, LLC
Winchester #1	VA	Brandon Sheppard	130 Windy Hill Ln., Suite 4 Winchester, VA 22602	540-545-2010	Tara Holdings, LLC
Winchester #2	VA	Brandon Sheppard	130 Windy Hill Ln., Suite 4 Winchester, VA 22602	540-545-2010	Tara Holdings, LLC
WASHINGTON					
Kirkland	WA	Frank Fu	104 10th St. South Kirkland, WA 98033	(425) 589-7254	Turf Holdings, Inc.
WEST VIRGINIA					
Morgantown	WV	James O'Connor	238 High St. Suite 108 Morgantown, WV 26505	(412) 307-3650	Tara Holdings, LLC
Teays Valley	WV	Michael Snyder	245 Seven Oaks Dr Scott Depot, WV 25560	(304) 760-7080	Tara Holdings, LLC

Weed Man Unit Franchisees Who Left the System in 2022

The following individuals closed their WEED MAN unit franchised businesses, and voluntarily left the WEED MAN system, during 2022.

WEED MAN Operating City/State	Name of Principal Owner	City and State	Business Telephone Number
CALIFORNIA			
FRESNO	Jeff Kollenkark	Fresno, CA	(559) 790-2963
NEW JERSEY			
Cherry Hill	Stephen Seery	Cherry Hill, NJ	(609) 694-1975
VIRGINIA			
Virginia Beach	John Snyder	Virginia Beach, VA	(757) 350-1488

There is no other unit franchisee who has departed the WEED MAN system under any circumstances in 2022, 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.

EXHIBIT E
TABLE OF CONTENTS
MARKETING MANUAL

ADMINISTRATION MANUAL

TECHNICAL MANUAL

PUBLIC RELATIONS

VIDEO LIBRARY

WEBSITE LIBRARY

TURF SUPPLIES

Weed Man®

North America's Largest Franchised Lawn Care Company

Marketing Manual (3032 pages) Page

Generating the Lead

01. NP –Telemarketing for New Prospects.....	1
02. DNP –Door Knocking for New Prospects.....	78
03. MBA –Marketing by Appointment	
a. with App Setter.....	99
b. with Dispatcher.....	303
04. Marketing Portal –Printed Material.....	497
05. Cross Marketing.....	527
06. Program Pricing Strategy.....	538
07. Mall & Home Show Procedures.....	545
08. TV Ads and Radio Ads.....	548
09. Yellow Pages.....	588
10. Public Relation – Press Release.....	591
11. Web Site & Box.net.....	646
12. The Management Circle –Recruiting – Dress Code... ..	648

Sales

1. Sales Employment Ads and Flyers.....	729
2. Sales Interview Procedure and Forms.....	734
3. Sales Room Setup.....	747
4. Sales Person Training Presentation.....	769
5. Sales Person Training Manual.....	1237
6. Sales Manager Tools.....	1533
7. Sales Forms and Tracking Sheets.....	1724
8. Sales Campaigns and Strategies.....	1741

Sales Analysis

1. Statistical Analysis of RE, OP, OA, OC, NP, PU, DNP, MBA.....	1889
2. Statistical Analysis of Add on Services.....	2313

Internet Strategy

1. Internet Strategies.....	2969
2. National Lawn Care Month Tips.....	2998
3. Social Media.....	3001



North America's Largest Franchised Lawn Care Company

Administration Manual (1584 pages)	Page
Administration Activities	
1. Administrative Personnel Newspaper Ads.....	1
2. Administrative Interview.....	3
3. Organizing your Office.....	40
4. Administration Presentation.....	74
5. Administrative Manual (USA).....	154
6. Deposit Log and Gross Sales.....	291
7. Basics of Weed Man Accounting.....	305
8. Month End.....	383
9. Business Plan & Hardlook.....	401
10. Miscellaneous.....	700
Annual Seminar	
1. Annual Conference Presentations.....	779
2. Conference Packages.....	1245
Human Resources	
1. Job Ads.....	1253
2. Student Internship / Apprenticeship Program...	1279
Ongoing Training	
1. Exporting Prices to Excel from WEMMS.....	1503
2. Printing and Managing Bulk Inspections.....	1508
3. THI Budget Utility and Printing TADS.....	1517
4. Year End Utilities in WEMMS.....	1541
Weed Man Logos.....	1559



North America's Largest Franchised Lawn Care Company

Technical Manual (1333 pages) Page

Technical Presentation

1. Agronomic and Technical Training1
2. Technical Administration..... 949
3. US Calibration.....1143



North America's Largest Franchised Lawn Care Company

Public Relations (66 pages) **Page**

Press Releases.....	1
Tool Kit National Lawn Care Month.....	67

Video Library (30 videos)

- Library of Production Activities
- Library of Sales Activities
- Library of Commercials
- Library of Company History

Website Library (46 pages)

Library of Web articles.....	1
WebTips.....	10
Search Engine Optimization and strategies.....	28
SEO Newsletter Primer.....	30

Turf Supplies (191 pages)

Aerators.....	1
Direct Materials.....	10
Products.....	104
Rentals.....	124
Services.....	125
Vendor Profiles.....	150

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EXHIBIT F

STATE SPECIFIC DISCLOSURES

**MIDWEST LAWN CARE, LLC
FRANCHISE DISCLOSURE DOCUMENT
ILLINOIS DISCLOSURE**

Illinois law governs the Franchise Agreement(s).

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

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

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

**AMENDMENT TO THE MIDWEST LAWN CARE, LLC
FRANCHISE AGREEMENT REQUIRED BY
THE STATE OF ILLINOIS**

Illinois law governs the Franchise Agreement(s).

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

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

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

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

FRANCHISEE

By: _____

By: _____

Name/Title of Signatory

Name/Title of Signatory

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

ACCEPTANCE

Accepted on this ____ day of _____, 20__.

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

MIDWEST LAWN CARE, LLC

By: _____

Title: _____

**MIDWEST LAWN CARE, LLC
FRANCHISE DISCLOSURE DOCUMENT
MINNESOTA DISCLOSURE**

In accordance with the requirements of the state of Minnesota the following disclosure should be read in conjunction with the Franchise Disclosure Document. This disclosure supplements the information contained in the corresponding sections of the Franchise Disclosure Document. Any inconsistency with the information contained in the Franchise Disclosure Document or the Franchise Agreement will be resolved in favor of this Minnesota Disclosure and Minnesota law.

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

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

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

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

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

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

MIDWEST LAWN CARE, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

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

ITEM 17

17 c - Renewal or Termination of the Franchise

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

17 r – Restrictions on Competition

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

17 v – Jurisdiction of the Courts

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

17 w – Choice of Law

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

**AMENDMENT TO THE MIDWEST LAWN CARE, LLC
FRANCHISE AGREEMENT REQUIRED BY
THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Midwest Lawn Care, LLC WEED MAN Franchise Agreement (the "Agreement") agree as follows:

1. Section 1.2 (f) of the Agreement, which states: "The Licensee shall have executed, at the time of such renewal, a general release of any claims it may have against the Licensor and the officers, directors, agents and employees of the Licensor, in form and terms prescribed by the Licensor", shall be deleted in its entirety and shall have no force or effect.

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

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

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

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

LICENSOR: MIDWEST LAWN CARE, LLC.

By: _____
President

Attest: _____
Secretary

LICENSEE NAME: _____

By: _____
President

Attest: _____
Secretary

Guarantors:

Witness: _____

Witness: _____

**MIDWEST LAWN CARE, LLC
FRANCHISE DISCLOSURE DOCUMENT
SOUTH DAKOTA DISCLOSURE**

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

ITEM 17

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

Jurisdiction and Choice of Law

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

**AMENDMENT TO THE MIDWEST LAWN CARE, LLC (WEED MAN)
FRANCHISE AGREEMENT REQUIRED BY
THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Codified Law, Chapter 37-5B, the parties to the attached Midwest Lawn Care, LLC (WEED MAN) Franchise Agreement (the "Agreement") agree as follows:

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

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

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

LICENSOR: MIDWEST LAWN CARE, LLC.

By: _____
President

Attest: _____
Secretary

LICENSEE NAME: _____

By: _____
President

Attest: _____
Secretary

Guarantors:

Witness: _____

Witness: _____

Witness: _____

**MIDWEST LAWN CARE, LLC
FRANCHISE DISCLOSURE DOCUMENT
WISCONSIN DISCLOSURE**

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

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

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

**AMENDMENT TO MIDWEST LAWN CARE, LLC
FRANCHISE AGREEMENT REQUIRED BY
THE STATE WISCONSIN**

In recognition of the requirements of Wisconsin Law, the parties to the attached Midwest Lawn Care, LLC Franchise Agreement (the "Agreement") agree as follows:

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

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

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

FRANCHISEE

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

By: _____

Name/Title of Signatory

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

ACCEPTANCE

Accepted on this ____ day of _____, 20__.

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

MIDWEST LAWN CARE, LLC

By: _____

Title: _____

Weed Man[®]

EXHIBIT G

RECEIPTS

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
Illinois	pending
Minnesota	pending
North Dakota	pending
South Dakota	pending
Wisconsin	pending

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.

RECEIPT
(Our Copy)

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

If Midwest Lawn Care, L.L.C. offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

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

The name, principal business address and telephone number of each franchise seller offering the franchise: Terry Kurth, Midwest Lawn Care, L.L.C., 2211 Eagle Drive, Middleton, Wisconsin, (608) 798-1490; and _____.

Issuance Date: March 31, 2023
Illinois Effective Date: pending
Minnesota Effective Date: pending
North Dakota Effective Date: pending
South Dakota Effective Date: pending
Wisconsin Effective Date: pending

See Exhibit A for our registered agents authorized to receive service of process.

I have received a disclosure document dated March 31, 2023 that includes the following Exhibits:

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

Date Signature Printed Name

Date Signature Printed Name

Please sign this copy of the receipt, date your signature, and return it to Terry Kurth, Midwest Lawn Care, L.L.C., 2211 Eagle Drive, Middleton, Wisconsin.

RECEIPT
(Your Copy)

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

If Midwest Lawn Care, L.L.C offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

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Issuance Date: March 31, 2023
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- D. List of Active and Terminated Franchises
- E. Tables of Contents - Manuals
- F. State Specific Disclosure, if applicable
- G. Receipts

Date

Signature

Printed Name

Date

Signature

Printed Name

KEEP THIS COPY FOR YOUR RECORDS.