



FRANCHISE DISCLOSURE DOCUMENT

Lawn Doctor, Inc.
a New Jersey corporation
142 State Route 34
Holmdel, New Jersey 07733-2092
(732) 946-4300
franchiseinformation@lawndocor.com
www.lawndocor.com

The franchise offered is for the right to operate a business to establish, care for, and maintain lawns and other vegetation and to provide specific pest control services.

The total investment necessary to begin operation of a Lawn Doctor Business franchise is \$81,548 to \$99,998 (and may be lower for additional franchises purchased by existing strategic-partners). This includes between \$71,450 and \$89,500 that must be paid to LDI.

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 governmental 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 Scott D. Frith at 142 State Route 34, Holmdel, New Jersey 07733-2092, (732) 946-4300.

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, D.C. 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 of this Franchise Disclosure Document: March 31, 2014.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit H for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO SUE US ONLY IN NEW JERSEY AND ARBITRATE WITH US AT A LOCATION WITHIN 10 MILES OF OUR PRINCIPAL OFFICE. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US OUTSIDE YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT REQUIRES THAT NEW JERSEY LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

The effective dates of this Franchise Disclosure Document in the states with franchise registration laws in which we have sought registration appear on the following page.

LAWN DOCTOR, INC
STATE REGISTRATIONS

The following states 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 Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	March 31, 2014 (exemption)
Illinois	April 1, 2014 (exemption)
Indiana	March 31, 2014 (exemption)
Michigan	March 31, 2014
Maryland	April 22, 2014
Minnesota	April 3, 2014
New York	March 31, 2014 (exemption)
North Dakota	April 2, 2014
Rhode Island	April 2, 2014
South Dakota	April 1, 2014
Virginia	April 1, 2014
Washington	April 12, 2014
Wisconsin	April 1, 2014

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of March 31, 2014.

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

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 G Mennen Building
Lansing, Michigan 48913
Telephone Number: (517) 373-3800

Notwithstanding paragraph (f) above, LDI intends to enforce fully the provisions of the arbitration section of its Franchise Agreement. LDI believes that paragraph (f) is unconstitutional and cannot preclude it from enforcing its arbitration provisions.

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EXHIBITS

- A - Franchise Agreement
- B - Electronic Funds Transfer Authorization
- C - Assignment and Assumption Agreement
- D - Turf Tamer Stand-On Applicator Equipment Lease Agreement
- E - Turf Tamer Power Seeder Equipment Lease Agreement
- F- Promissory Note
- G - Extranet Agreement
- H - List of State Agencies/Agents for Service of Process
- I - Operating Manual Table of Contents
- J - List of Current Strategic-Partners
- K - List of Former Strategic-Partners
- L - Financial Statements
- M - State Addenda and Agreement Riders

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES APPEAR IN EXHIBIT M.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Lawn Doctor, Inc. Franchise Disclosure Document ("Disclosure Document"), "LDI" means Lawn Doctor, Inc., the franchisor. "You" means the person who LDI grants a franchise to operate a Lawn Doctor Business. You must sign the Franchise Agreement (the "Agreement") attached as Exhibit A in your individual capacity. If you want an entity that you own to operate the franchise, you must sign the Assignment and Assumption Agreement (Exhibit C) under which all the provisions of the Agreement will apply to the entity and its owners (including you).

LDI is a New Jersey corporation and operates under its own name and logos (see Item 13). Its principal business address is 142 State Route 34, Holmdel, New Jersey 07733-2092. LDI was incorporated in 1967 under the name "Auto-Lawn of America, Inc." and changed to its present name in 1973. On December 22, 2011, an affiliate of Levine Leichtman Capital Partners, Inc. ("Levine Leichtman Capital Partners"), a Beverly Hills, California based independent investment firm, acquired control of LDI. Certain members of LDI's management have a minority ownership interest in LDI. LDI's agents for service of process are listed in Exhibit H.

LDI uses the Agreement to grant franchises for Lawn Doctor Businesses to qualified persons ("Strategic-Partners") who agree to adhere to the overall mission and core values underlying the Lawn Doctor system and who understand that they are the means of delivering on the mission. A "Lawn Doctor Business" is identified by LDI's trademarks, including "LAWN DOCTOR" and the green thumb logo (the "Marks") and uses LDI's systems, standards and know-how. The Lawn Doctor Business that you will operate is referred to as the "Business."

The primary activity of the Business is to establish, care for and maintain lawns and other vegetation and to provide specific pest control services in an identified territory. "Territory" is defined in Item 12. You will analyze lawn problems and care requirements, formulate and apply lawn chemicals and seed, market and promote the Business, and operate and maintain necessary equipment. You may offer optional services, such as liming, fungus control, grub treatments, and tree and shrub feeding. You will apply chemicals to a customer's lawn with a unique delivery device, the "Turf Tamer Stand-On Applicator" and grass seed with the "Turf Tamer Power Seeder." You lease the Turf Tamer Stand-On Applicator from LDI by signing the Turf Tamer Stand-On Applicator Equipment Lease Agreement (the "Turf Tamer Stand-On Applicator Lease") attached as Exhibit D. You also lease the Turf Tamer Power Seeder (except in certain areas of the U.S. as described in Item 5) from LDI by signing the Turf Tamer Power Seeder Equipment Lease Agreement attached as Exhibit E (the "Turf Tamer Power Seeder Lease") (The Turf Tamer Stand-On Applicator Lease and the Turf Tamer Power Seeder Lease together are the "Equipment Leases").

The principal customers of a Lawn Doctor Business will be homeowners, although commercial customers (including industrial parks, office buildings and apartment complexes) may also use the services. Strategic-Partners compete with national and local companies who

provide similar services directly or through franchisees. Potential customers of a Lawn Doctor Business also represent a form of competition; the homeowner or commercial customer may already be performing its own lawn care and conditioning. The services provided by a Lawn Doctor Business reduce a customer's workload and time commitment and provide a more comprehensive and uniform lawn treatment.

LDI has offered franchises since 1967 under a variety of agreement forms. From 1985 to 1993, a subsidiary of LDI operated a Lawn Doctor Business in Bucks County, Pennsylvania. LDI does not now operate any Lawn Doctor Businesses and has never granted franchises in any other lines of business. Our wholly-owned subsidiary, LADO Agency, Inc., a New Jersey corporation ("LADO"), purchases advertising, marketing and promotional content on behalf of the Marketing Fund. LADO's principal business address is 142 State Route 34, Holmdel, New Jersey 07733-2092. Except for LADO, LDI has no predecessors or affiliates. Existing Strategic-Partners may be operating their Businesses under franchise agreements that are different from the Agreement attached to this Disclosure Document as Exhibit A.

You must comply with federal and state licensing and regulatory requirements for pesticide applicators, including the Federal Insecticide, Fungicide and Rodenticide Act. There may be other laws that apply to the Business and you should investigate these laws.

Affiliated Franchise Programs (Levine Leichtman Capital Partners)

Through common control with Levine Leichtman Capital Partners, we are affiliated with the franchise programs listed below. None of these affiliates have offered franchises in any line of business other than as listed below and none of them have conducted a business similar to the Lawn Doctor Business that you will operate:

(1) Global Franchise Group, LLC is the direct or indirect parent company to the following 5 franchisors, all of which have a principal business address of 1346 Oakbrook Drive, Suite 170, Norcross, Georgia 30093:

GAC Franchising, LLC ("GAC") franchises the right to operate stores that sell cookies, brownies, cupcakes, and related products under the trademark and service mark GREAT AMERICAN COOKIES® (the "Great American Cookies Stores"). GAC or its predecessors have offered Great American Cookies Store franchises since 1977. As of December 31, 2013, there were 319 franchised Great American Cookies' Stores in operation in the United States.

MaggieMoo's Franchising, LLC ("MMF") previously franchised the right to operate specialty ice cream stores under the trademarks, and service marks MAGGIEMOO'S® and MAGGIEMOO'S ICE CREAM AND TREATERY® (the "MaggieMoo's Stores"). MMF or its predecessors began offering MaggieMoo's Store franchises in 1989 and MMF ceased offering MAGGIEMOO'S® and MAGGIEMOO'S ICE CREAM AND TREATERY® franchises in 2010. As of December 31, 2013, there were 54 franchised MaggieMoo's Stores in operation in the United States.

Marble Slab Franchising, LLC ("MSF") franchises the right to operate specialty ice cream stores under the trademark and service mark MARBLE SLAB CREAMERY[®] (the "Marble Slab Stores"). MSF or its predecessors have offered Marble Slab Store franchises since 1986. As of December 31, 2013, there were 229 franchised Marble Slab Stores in operation in the United States.

PM Franchising, LLC ("PMF") franchises the right to operate specialty pretzel stores under the trademark and service mark PRETZELMAKER[®] ("PretzelMaker Stores"). PMF or its predecessors have offered PretzelMaker Store franchises since 1992. As of December 31, 2013, there were 236 franchised PretzelMaker Stores in operation in the United States.

PT Franchising, LLC ("PTF") previously franchised the right to operate specialty pretzel stores under the trademark and service mark PRETZEL TIME[®] ("Pretzel Time Stores"). PTF or its predecessors began offering Pretzel Time Store franchises in 1992 and PTF ceased offering PRETZEL TIME[®] franchises in 2010 when PRETZEL TIME[®] was merged into PRETZELMAKER[®]. As of December 31, 2013, there were 31 franchised Pretzel Time Stores in operation in the United States.

(2) FSC Franchise Holdings, LLC, is the corporate parent of FSC Franchise Co., LLC ("FSC"). FSC franchises the right to operate Beef 'O' Brady's[®] Family Sports Pubs, which are neighborhood pubs where friends and families gather to enjoy food and sports in a fun, comfortable and family oriented atmosphere. FSC has offered franchises for Beef 'O' Brady's[®] Family Sports Pubs since 2007, although its predecessor offered franchises for Beef 'O' Brady's[®] Family Sports Pubs beginning in 1998. As of December 31, 2013, there were 201 franchised Beef 'O' Brady's[®] Family Sports Pubs operating in the United States. FSC's principal place of business is 5560 W. Cypress Street, Suite A, Tampa, Florida 33607.

On April 9, 2012 FSC became the parent company of Beef's Brass Tap, LLC, the majority owner of Brass Tap Franchisor, LLC ("Brass Tap"). Brass Tap grants franchises for businesses which operate "The Brass Tap[®]" bars which are upscale beer bars offering craft beers on tap, a large variety of imported, domestic and local craft beers, a large selection of fine wines and other beverage options and limited food offerings. Brass Tap has offered franchises for The Brass Tap[®] since 2012, although its predecessor offered franchises for The Brass Tap[®] beginning in 2011. As of December 31, 2013 there were 10 franchised The Brass Tap[®] bars operating in the United States.

(3) Pretzel Holding Corporation is the ultimate corporate parent of Wetzel's Pretzel's, LLC ("Wetzel's Pretzel's"). Wetzel's Pretzel's franchises the right to operate Wetzel's Pretzel's Bakeries, which are bakeries selling hand-rolled, fresh baked soft pretzels to the public through a retail outlet. Wetzel's Pretzel's has offered franchises for Wetzel's Pretzel's Bakeries since 1996. As of December 31, 2013, there were 241 franchised Wetzel's Pretzel's Bakeries operating in the United States. Wetzel's Pretzel's principal place of business is located at 35 Hugus Alley, Suite 300, Pasadena, California 91103.

(4) SH Franchising, LLC ("Senior Helpers") franchises the right to operate in-home care agencies that provide various in-home non-medical and personal assistance services,

primarily for elderly individuals, including care and companionship services, bathing, dressing, and grooming, light housekeeping, meal planning and preparation, running errands, medication reminders, and Alzheimer's and dementia care. Senior Helpers or its predecessors have offered Senior Helpers franchises since 2005. As of December 31, 2013, there were 257 franchised Senior Helpers units in operation in the United States. Senior Helpers principal place of business is located at 1966 Greenspring Drive, Suite 507, Timonium, Maryland 21093.

Item 2

BUSINESS EXPERIENCE

Unless otherwise noted, all persons listed in this Item 2 work in Holmdel, New Jersey.

Chief Executive Officer, Treasurer and Director: Scott D. Frith, CFE

Mr. Frith was appointed Chief Executive Officer in December 2011. He had been LDI's Vice President of Marketing and Franchise Development since July 2005 and served as LDI's Marketing Director from February 2000 until that time. He has been employed by LDI since November 1995, first as a Marketing Assistant, then as Marketing Operations Manager. He has a MBA from Fordham University and is currently a member of the board of Project Evergreen. Mr. Frith is the former Chairman of the IFA's Marketing and Public Relations Committee.

Chief Financial Officer and Secretary: Richard Restaino, MBA CFE

Mr. Restaino was named LDI's Chief Financial Officer and Secretary in August 2012. He has a Bachelor of Science degree in Accounting, an MBA, and is a Certified Franchise Executive. From 1992 to January 2011 he worked as Chief Financial Officer for DBR Franchising, LLC, located in Bound Brook, New Jersey.

Vice President of Marketing: Todd Wiggins

Mr. Wiggins became LDI's Vice President of Marketing in November 2012. Since November 2009, Todd has also been President of HBJC LLC located in New Smyrna, Florida and previously served as President of Triopco LLC from October 2007 to November 2009 located in Fort Lee, New Jersey. In these prior positions Todd has developed marketing and direct sales solutions for brands like Mercedes Benz mbrace, Life Extension, Live Nation/Ticketmaster, Diamond Resorts International, and Direct Buy.

Vice President of Operations: David Newman

Mr. Newman became LDI's Vice President of Operations in October 2012. He previously served as Director of Field Support from December 2003 until October 2012 and served as a Regional Business Consultant for LDI from December 1998 until 2003.

Vice President of Franchise Development: Jason Barclay, CFE

Mr. Barclay became LDI's Vice President of Franchise Development in November 2012. From July 2012 to November 2012, Mr. Barclay was Vice President of Franchise Development for Maaco Franchising, Inc. located in King of Prussia, Pennsylvania. From July 2008 to June 2012, Mr. Barclay was Director of Franchise Development with Meineke Car Care Centers located in Charlotte, North Carolina. He also held various roles as a Franchise Development Specialist, Financial Analyst and Internal Auditor with Meineke from January 1999 to June 2008. Jason's primary office is located in Charlotte, North Carolina.

Senior Advisor and Director: Russell J. Frith, CFE

Mr. Frith has served as a Senior Advisor and a member of LDI's board of directors since December 2011. He joined LDI on September 22, 1978 and has been Director of Marketing, Vice President of Marketing, Executive Vice President, a Director, and held the position of President from January 1984 to December 2011. He served as Chairman of the International Franchise Association during 2003-2004, and is a past President of the Professional Lawn Care Association of America.

Director: Lauren Beth Leichtman

Ms. Leichtman has served as a Director of LDI since December 2011. She has been a Founding Principal of Levine Leichtman Capital Partners in Beverly Hills, California, since 1984.

Director: Kimberly Louise Pollack

Ms. Pollack has served as a Director of LDI since December 2011. She is currently a Principal of Levine Leichtman Capital Partners in Beverly Hills, California, with which she has been associated since 2001.

Director: David Joseph Burcham

Mr. Burcham was appointed as a Director of LDI in December 2011. He is currently a Director of Levine Leichtman Capital Partners in Beverly Hills, California, with which he has been associated since June 2009. From June 2007 to April 2009, Mr. Burcham was an Investment Banking Analyst in the Leveraged Finance Group at RBS Securities in Los Angeles, California. He also served as an Aerospace Engineer in the Space & Intelligent Systems Division at The Boeing Company in El Segundo, California from July 2004 to June 2007.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy proceedings are required to be disclosed in this Item.

Item 5

INITIAL FEES

You must pay to LDI a nonrefundable initial franchise fee of \$89,500. You have the option to pay LDI the entire \$89,500 initial franchise fee on the date you sign the Agreement or LDI will make a no interest loan to you for up to \$50,000 of the initial franchise fee, which is payable to LDI within 90 days after your completion of initial training. LDI may also offer you financing for a portion of the initial franchise fee. The initial franchise fee is uniform for all Strategic-Partners, with \$39,500 typically paid on the date you sign the Agreement. LDI is a participant in the "Vet Fran," "Minority Fran" and "Green Fran" Initiatives, and offers a \$15,000 reduction in the initial franchise fee to qualified U.S. military veterans, minority and Green Industry candidates, respectively (but these discounts cannot be combined).

The initial franchise fee is comprised of the following components: (1) an initial license fee of \$30,000 for the right to use the Marks during the term of the Agreement and any successor Business; (2) an initial training, supply and support fee of \$53,100, of which \$40,000 is used to cover costs incurred in providing marketing programs, and the remainder to cover costs incurred in providing the initial training program, guidance and assistance, advertising and sales promotion support, set up of bookkeeping systems, office supplies, computer hardware and software, hand tools and accessories and repair parts; (3) a nonrefundable deposit of \$3,350 for the Turf Tamer Stand-On Applicator Lease; and (4) a nonrefundable deposit of \$3,050 for the Turf Tamer Power Seeder Lease. In certain states where agronomic conditions are not conducive to a seeding program (as determined by LDI), the Turf Tamer Power Seeder is deleted from the initial franchise package and the initial franchise fee is reduced to \$86,450.

If you operate an existing Lawn Doctor Business, are in compliance with the terms of all agreements with LDI, are in sound financial condition, and have demonstrated a desire and ability to make the commitment of time and capital necessary to operate an additional Lawn Doctor Business, LDI may offer you the right to operate an additional Lawn Doctor Business under a separate Agreement for a reduced initial franchise fee. If you sign an Agreement for an additional Lawn Doctor Business you will pay an initial franchisee fee of \$22,000 that entitles you to operate the Business using the Marks in the Territory granted under the Agreement. You will not receive the standard initial training, support and supplies for the additional Lawn Doctor Business which LDI provides to new Strategic-Partners.

You must pay the entire initial franchise fee for an additional Business when you sign the Agreement, although financing is available.

LDI also offers a reduced initial franchise fee to employees of Strategic-Partners who have 5 years of experience in the Lawn Doctor system and who qualify to become Strategic-Partners. The initial franchise fee is reduced by \$15,000 for employees who qualify. Since some Strategic-Partners qualified for the discounts described above in this Item 5, the initial franchise fees LDI received during its 2013 fiscal year ranged from \$71,450 to \$89,500.

LDI currently has a policy under which it pays a \$10,000 referral fee to any Strategic-Partner, LDI employee or vendor who refers to LDI a candidate who (i) is not currently in the Lawn Doctor system, (ii) has not previously inquired about becoming a Strategic-Partner, and (iii) later becomes a Strategic-Partner. LDI may amend or cancel this policy in the future.

Item 6

OTHER FEES

Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks*
Royalty and Service Fee	10% of Net Revenues.	Payable weekly on the Net Revenues of the preceding week.	"Net Revenues" are the actual gross revenues collected from customers, whether for cash or credit, plus all other revenues derived from the Business, excluding taxes collected from customers, and refunds and adjustments.
Out-of-Territory Royalty Fee	15% of Net Revenues earned outside of Strategic-Partner's Territory.	Same as Royalty and Service Fee.	The 15% Out-of-Territory Royalty is paid in addition to the 10% of Net Revenues paid for the Royalty and Service Fee.
Local Marketing Fund	Maximum of 5% of Net Revenues. See note 2.	To be determined. See note 1.	LDI may require Strategic-Partners to establish local marketing funds. You must contribute the amount determined by a majority vote of Lawn Doctor Businesses in your local fund. Your contribution will be credited against the amount you are required to spend in your Territory.

Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks*
Marketing and Promotion Fund	Maximum of 5% of Net Revenues. See note 2.	Payable weekly together with the royalty and service fee.	LDI will maintain one or more national or regional marketing funds to be directed by LDI. Your contribution to this fund will be credited against the amount you are required to spend in your Territory. LDI will specify the amount of your contribution at least 30 days before the start of any Marketing Fund program.
Turf Tamer Stand-On Applicator Lease	\$198.43, plus sales tax.	Monthly.	Payment is due to LDI over a 72 month period. You may elect to pay the rent in a lump sum payment of \$13,500, payable to LDI when you sign the lease.
Turf Tamer Power Seeder Lease	\$193.53, plus sales tax.	Monthly.	Payment is due to LDI over a 60 month period. You may elect to pay the rent in a lump sum payment of \$11,750, payable to LDI when you sign the lease. If you live in an area of the country where agronomic conditions are not conducive to seeding, you will not acquire a Turf Tamer Power Seeder.
Transfer Fee	75% of the then current initial license fee component of the initial franchise fee payable by a Strategic-Partner who is new to the Lawn Doctor system.	Before transfer completed. Payable by you.	Due when you transfer your Business or a controlling ownership interest in your Business is transferred.
Interest on Late Payments	Highest legal rate for open account business credit, not to exceed 1.5% per month.	As incurred.	LDI's current policy is to charge interest at the rate of 1% per month, but this policy is subject to change at any time.

Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks*
Inspections and Audits	Cost of an audit.	Within 15 days after receipt of the inspection or audit report.	Payable only if audit shows an understatement of at least 3% of Net Revenues, or if you fail to furnish reports and other information. You must also pay LDI \$500 for each day you fail to provide any books, records, or other requested materials for inspection, plus LDI's reasonable expenses resulting from the delay.
Indemnification	Will vary under circumstances.	As incurred.	You must reimburse LDI if LDI is held liable for claims arising from your operation of the Business.
Costs and Attorneys' Fees	Will vary under circumstances.	As incurred.	You must reimburse LDI for fees and costs it incurs from your failure to make payments, submit reports or failure to comply with the Agreement.
Toll-Free Telephone Number Program	Then current charges. Currently, \$30 per month.	Monthly.	LDI will recalculate the cost of the program periodically and change the fee accordingly.
Fine for Use of Unauthorized Advertising	\$250.	As incurred.	Fine is assessed on a per item and per occurrence basis.

* Unless noted, the payments described on this chart are nonrefundable, currently are uniformly imposed and are not collected in whole or in part on behalf of any party other than LDI.

1. As of the date of this Disclosure Document, there are no local marketing funds.
2. As of the date of this Disclosure Document, there are 13 regional Marketing Funds in: Atlanta, GA; Baltimore, MD; Chicago, IL; Colorado Springs, CO; Dallas, TX; Denver, CO; Lancaster, PA; Nashville, TN; New York, NY; Philadelphia, PA; Richmond, VA; Roanoke, VA; and Washington, DC. If your Business is located in an area where there is a regional fund, you will pay between 2.5% and 5% of your Net Revenues to that regional fund. As of the date of this Disclosure Document, there is no national Marketing Fund. LDI does not have any company-owned Lawn Doctor Businesses; therefore, LDI does not have any voting power on any fees imposed by the regional Marketing Funds.

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Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure*	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (Total) ¹	\$71,450 to \$89,500 (fee is reduced in certain situations – see <u>Item 5</u>)	Cash or financed as described in <u>Item 10</u>	Upon your signing of the Agreement (See <u>Items 5 and 10</u> for financing offers)	LDI
- Initial License Fee	- \$30,000			
- Initial Marketing Program	- \$40,000			
- Training, Supply and Support Fee	- \$13,100			
- Turf Tamer Stand-On Applicator Lease Deposit	- \$3,350			
- Turf Tamer Power Seeder Lease Deposit	- \$0 to \$3,050 (not applicable in certain situations – see <u>Item 5</u>)			
Servicing Vehicle ² - 3 Months of Lease Payments	\$2,025	As agreed	Monthly lease payments	Supplier
Computer Software ³	\$548	Cash	Initial payment and monthly payments	Supplier
Computers ⁴	\$100 to \$400	As incurred	As Agreed	LDI and suppliers
Opening Inventory	\$400 to \$500	Cash	As incurred	Suppliers
Additional Funds - 3 Months ⁵	\$7,025	As incurred	As incurred	Marketing, utilities, vendors, insurer, employees, transportation, living and travel costs
TOTAL ESTIMATED INITIAL INVESTMENT⁶	\$81,548 to \$99,998			

Footnotes to Item 7 Chart

- * Except for security deposits, all other amounts are nonrefundable.
- 1. The low end of the estimate applies to a Strategic-Partner who qualifies for one of the initial franchise fee discounts LDI offers and that Strategic-Partner's Territory is located in an area where agronomic conditions are not conducive to a seeding program (as determined by LDI), in which case LDI will delete the Turf Tamer Power Seeder from the initial franchise package. See Item 5 for more information. Your initial franchise fee may be lower if you operate an existing Lawn Doctor Business and are acquiring a franchise to operate an additional Lawn Doctor Business.
- 2. Your costs may vary depending on whether you purchase or lease the vehicles, and the size, type and condition of the vehicle. The cost of a Servicing Vehicle is usually paid through a lease, unless you choose to purchase it for cash. Currently, the basic Servicing Vehicle that you will need for the Business is a van, costing approximately \$30,330. The typical 60 month lease requires monthly payments of approximately \$675. All modifications to the basic Servicing Vehicle are included in the monthly rate. If you decide to purchase your Servicing Vehicle or lease it from another source, the current cost of outfitting the vehicle is approximately \$10,937.
- 3. You must purchase from RealGreen Systems ("RGS") a computer software program suited for use by lawn care businesses to use in the Business. This computer software program currently costs \$16,440. You must pay RGS \$548 when you sign the agreement with RGS and the remainder of the purchase price is payable in 58 equal monthly installments of \$274 beginning 90 days after your completion of initial training. After the end of the 58 month period and for the remainder of the Agreement's term, you must pay RGS a service assistant, mapping assistant and customer assistant fee equal to \$155 per month. See Item 11 for more information.
- 4. LDI provides a color printer and a computer hardware and software package as partial consideration for your payment of the initial franchise fee. You are responsible for the installation of the printer and all consumables, including ink and paper. You must purchase peripheral devices such as telephones and connectivity (broadband, DSL, and cable).
- 5. Additional funds include the following: security and utility deposit (about \$200); pre-opening and opening expenses (about \$1,000); insurance (about \$900 for initial payment on a financed insurance policy); transportation, travel and living costs during training (about \$1,400); labor costs (about \$2,000 for part-time assistance in sales and/or servicing); plus other miscellaneous expenses (about \$1,525). All of these amounts are calculated through your first 3 months of operation. Some of these expenses, particularly labor, will be affected by your locale and the season when your Business opens. In compiling these amounts, LDI has relied on its experience in the business since 1967, and on reports from Strategic-Partners who have recently begun operation.

6. The total does not include rental of space. In many instances, you may initially operate the business from your home or apartment. If you do not own adequate space, it should be available at a low rental due to the limited space required and the fact that the location of the space is not significant. You will need an area of approximately 12' x 20' to store equipment and materials. The low end of the total estimated initial investment includes a reduction in the initial franchise fee, which is available to certain qualified candidates.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Many of the items and services you will need for the Business must be purchased or leased from LDI or from sources LDI has designated or approved or must meet specifications set by LDI. LDI estimates that source-restricted purchases for a Lawn Doctor Business will equal approximately 90-95% of your cost of establishing the Business and 50-60% of your ongoing costs. One or more of LDI's officers have a financial interest in LDI, which is the sole source of many of the items and services you will need for the Business. None of LDI's officers currently own an interest in any other supplier.

You are required to use the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder which LDI developed. Due to patented and/or patent applied for components and other characteristics of this equipment, LDI has not approved any other source. LDI may modify and/or substitute any of the equipment you are required to use in the Business, including, any of the delivery devices used to apply chemicals to customers' lawns. LDI may also require you to lease additional Turf Tamer Stand-On Applicator equipment depending upon the concentration of your customers and your volume of sales. During the term of the Equipment Leases, you must: (1) maintain the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder in good repair and working order and must purchase all major replacement parts for the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder from LDI at LDI's cost plus a reasonable handling charge, or from approved manufacturers (LDI has not approved any other source for the major replacement parts at this time); (2) maintain title to the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder exclusively in LDI (or its lessor under a lease-financing agreement) at your own cost and expense; (3) maintain adequate insurance on the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder and pay all related taxes; and (4) upon termination of the Equipment Leases, you must immediately ship or store the Turf Tamer Stand-On Applicator and Turf Tamer Power Seeder according to LDI's instructions.

You will acquire a printer and a computer hardware and software package from LDI as partial consideration for your payment of the initial franchise fee. You will use this computer hardware and software package with a computer software program suited for use by lawn care businesses, which is provided by RGS. LDI may also require you to use designated and approved brands, types, makes and models of computer hardware (including printers) for use in connection with the RGS computer software program. See Item 11 for more information.

You must purchase or lease a van ("Servicing Vehicle") that is suitable for transporting various lawn equipment, supplies and materials needed to operate the Business and which meets LDI's specifications. You must also: (1) maintain the condition and appearance of your Servicing Vehicle and equipment consistent with the professional image of the Business; (2) not use the Servicing Vehicle and equipment for any purpose other than the operation of the Business; (3) display on the Servicing Vehicle and equipment only LDI-approved signs, emblems, lettering and logos; (4) not sell or transfer the Servicing Vehicle (other than to LDI) without first removing all of the Marks from the Servicing Vehicle.

You must maintain in force the insurance coverage that LDI requires from time to time and meet the other insurance related obligations in the Agreement. Such insurance must include comprehensive general liability, products liability, completed operations liability and motor vehicle liability. All such policies must be with carriers acceptable to LDI, must provide coverage on an occurrence basis, and must insure against claims for injury, death and property damage arising from the Business. Periodically, LDI will specify the required amount of coverage. Currently, general liability insurance must be not less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 combined single limit aggregate; products and completed operations liability must not be less than \$1,000,000 combined single limit aggregate; and motor vehicle liability must not be less than \$1,000,000 combined single limit aggregate. LDI must be named an additional insured. The types and amount of coverage are subject to change by LDI.

You are required to offer only the lawn and vegetation care and conditioning products and services, the pest control products and services, and other products and services that LDI authorizes for the Business. You cannot offer or sell any type of service or offer, sell or use any product that is not authorized by LDI. All products and supplies you use in the Business must comply with LDI's specifications and quality standards. LDI will provide you with a list of approved products and supplies and will occasionally revise this list. If you wish to use any type or brand of product or supply item or purchase products or supplies from a supplier that is not currently approved by LDI, you must notify LDI of your desire to do so and submit to LDI specifications, photographs, samples and other information requested by LDI. You are not required to pay a fee to secure supplier approval. LDI will, within 30 days, determine whether the products, supplies or the supplier meet its specifications and standards. LDI develops its specifications and lists of approved suppliers through internal and field testing, consultations with Strategic-Partners and suppliers, review of industry and trade association information and other means. LDI may revoke supplier approval in a written notice, a copy of which will be provided to you. LDI may limit the number of approved suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including that LDI has already designated an exclusive source (which might be LDI or LDI's affiliate) for a particular item or service. To the extent that LDI has developed criteria, they are available for review by Strategic-Partners.

In some regions, Strategic-Partners have established buying groups to purchase chemicals, materials and supplies from vendors. LDI has negotiated purchasing arrangements (including price terms) with suppliers who provide printed materials and Servicing Vehicles to Strategic-Partners. LDI and its affiliates may receive payments from designated and approved

suppliers on account of Strategic-Partner purchases of required and approved items from those suppliers. LDI and its affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with LDI, you, and other Strategic-Partners and to use all amounts that LDI and its affiliates receive without restriction for any purposes LDI and its affiliates deem appropriate. LDI received approximately \$36,377 from approved suppliers based on sales during the fiscal year ending December 31, 2013, which LDI currently plans to use for marketing and promotional purposes. LDI does not provide you with any material benefits based on your purchase of approved items or services or your use of approved suppliers.

LDI will derive revenue or other material consideration from its sale and lease of equipment, supplies and services to you. In the fiscal year ending December 31, 2013, according to the statement of income from LDI's audited financial statements and supporting work papers, LDI's revenue from equipment leases was \$894,642 and revenue from parts, labor and services was \$898,961 which together comprise \$1,793,603 or 13.8% of LDI's total revenue of \$13,016,366.

Item 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	1 of Agreement	11 and 12
(b) Pre-opening purchases/leases	7 of Agreement; 2 of Turf Tamer Stand-On Applicator Lease, and Turf Tamer Power Seeder Lease	7, 8 and 10
(c) Site development and other pre-opening requirements	7 of Agreement	7, 8, 11 and 15
(d) Initial and ongoing training	2 of Agreement	7 and 11
(e) Opening	1.C of Agreement	11
(f) Fees	6 of Agreement; 4 of Turf Tamer Stand-On Applicator Lease, and Turf Tamer Power Seeder Lease	5, 6, 7 and 10

	Obligation	Section in Agreement	Disclosure Document Item
(g)	Compliance with standards and policies/operating manual	2.B and 7 of Agreement	8, 11, 13 and 16
(h)	Trademarks and proprietary information	3 and 4 of Agreement	13 and 14
(i)	Restrictions on products/services offered	7.C of Agreement	8, 11 and 16
(j)	Warranty and customer service requirements	7.F of Agreement	Not Applicable
(k)	Territorial development and sales quotas	1.C of Agreement	12
(l)	On-going product/service purchases	7 of Agreement	8
(m)	Maintenance, appearance and remodeling requirements	7 of Agreement, Turf Tamer Power Seeder Lease, and Turf Tamer Stand-On Applicator Lease	8
(n)	Insurance	7.G of Agreement; 10 and 11 of Turf Tamer Stand-On Applicator Lease, and Turf Tamer Power Seeder Lease	6, 7 and 8
(o)	Advertising	8 of Agreement	5, 6, 8 and 11
(p)	Indemnification	5 of Agreement; 14 of Turf Tamer Stand-On Applicator Lease, and Turf Tamer Power Seeder Lease	6
(q)	Owner's participation/management and staffing	7.H of Agreement	15
(r)	Records and reports	9 of Agreement	Not Applicable

Obligation	Section in Agreement	Disclosure Document Item
(s) Inspections and audits	10 of Agreement; 13 of Turf Tamer Stand-On Applicator Lease, and Turf Tamer Power Seeder Lease	6
(t) Transfer	11 of Agreement; 16 of Turf Tamer Stand-On Applicator Lease, and Turf Tamer Power Seeder Lease	6 and 17
(u) Renewal	12 of Agreement; 5 of Turf Tamer Stand-On Applicator Lease, and Turf Tamer Power Seeder Lease	17
(v) Post-termination obligations	14 of Agreement; 7 of Turf Tamer Stand-On Applicator Lease, and Turf Tamer Power Seeder Lease	17
(w) Non-competition covenants	4 and 14.D of Agreement	17
(x) Dispute resolution	15.F of Agreement	17

Item 10

FINANCING

LDI may offer you financing for the initial cash investment necessary to establish a Lawn Doctor Business. The amount of financing is limited to \$50,000 of the total initial investment, and typically includes financing of a portion of the initial franchise fee. Also as described in [Item 5](#), if you live in an area of the country where agronomic conditions are not conducive to seeding, you will not acquire a Turf Tamer Power Seeder. In that instance, the amount of financing is limited to \$46,950. If you obtain financing from LDI, you will be required to sign a Promissory Note in the form attached as [Exhibit F](#) (the "Note"). The Note provides for payment to LDI over a 96 month period at 12% per annum in monthly installments. The first payment on the Promissory Note is due 90 days following completion of the initial franchise training. If you finance the full amount, your monthly installment will be \$812.64, including principal and interest. If you finance \$46,950 (i.e., if you do not acquire the Turf Tamer Power Seeder) your monthly installment will be \$763.07, including principal and interest. LDI also requires that the Note be guaranteed by your owners if you are a corporation or other business entity. You may prepay the Note in whole or in part without penalty. The following are events of default under

the Note: (1) you fail to pay an amount due and do not cure within 15 days, (2) you default under your Agreement, (3) your Agreement is terminated or expires without renewal, or (4) you become bankrupt or insolvent. If you default, all outstanding principal and unpaid interest due will be immediately due and payable. Also, you must pay the costs, fees and expenses LDI incurs in enforcing the Note. You must pay a \$29 late fee each time your payment is late under the Note. Under the Note, you waive presentment, demand for payment, protest and notice of non-payment by the makers, endorsers and guarantors of the Note.

Financing is also available for the optional program described in Item 5 for existing Strategic-Partners. If you are acquiring an additional Lawn Doctor Business, the down payment for the additional Lawn Doctor Business is \$11,000, and you can finance the remaining \$11,000 with a monthly repayment of \$426.23 for 2.5 years. The interest rate, plus finance charges, on the note is 12% per annum.

LDI does not have any past or present practice or intent to sell, assign or discount to a third party, in whole or in part, any note, contract or other instrument executed by you, but reserves the right to do so in the future. LDI does not receive any payments or other consideration, either directly or indirectly, from any third party for the placement of financing with such third party.

As described in Item 8, LDI will require you to enter into Equipment Leases before your initial training. The Turf Tamer Stand-On Applicator Lease requires you to pay a nonrefundable deposit of \$3,350 as part of the initial franchisee fee and provides for a monthly payment of \$198.43, plus sales tax, to LDI over a 72 month period. You may elect to pay the rent due under the Turf Tamer Stand-On Applicator Lease in a lump sum payment of \$13,500, payable to LDI when you sign the lease. The Turf Tamer Power Seeder Lease requires you to pay a nonrefundable deposit of \$3,050 as part of the initial franchise fee and provides for a monthly payment of \$193.53, plus sales tax, to LDI over a 60 month period. Payments under the Equipment Leases begin 180 days after your completion of initial training. You may elect to pay the rent due under the Turf Tamer Power Seeder Lease in a lump sum payment of \$11,750, payable to LDI when you sign the lease. The Equipment Lease for the Turf Tamer Stand-On Applicator has a 6-year term with a right to renew for an additional term. The Equipment Lease for a Turf Tamer Power Seeder has a 5-year term with a right to renew for an additional term. At renewal, you will have the option of either: retaining the equipment without any additional charges; or returning the equipment in exchange for new equipment, with the payment of then current lease charges. You cannot assign the Equipment Leases without LDI's approval. Under the Equipment Leases, LDI retains title to the equipment, but LDI may, at its sole option, require you to sign and file a Form UCC-1 in all applicable jurisdictions. Because you do not have title in the equipment, and except as provided in this Item, LDI does not require you to grant it a security interest in the equipment. The Equipment Leases are terminable if you: fail to make a lease payment within 10 days after the due date; fail to cure any default within 15 days after receiving notice; make an assignment for the benefit of creditors, file for bankruptcy protection, become insolvent or take other similar actions; or the Agreement is terminated. On default, all lease payments are accelerated and become due immediately.

You are free to obtain financing from any source. LDI is unable to estimate whether you will be able to obtain financing from third parties or the terms of financing, which will depend on your creditworthiness, security offered by you, the policies of lenders and the availability of financing generally.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM, AND TRAINING

Except as listed below, LDI is not required to provide you with any assistance.

Before you open the Business, LDI will:

- (1) Provide you with specifications, standards, operating procedures and specialized equipment for a Lawn Doctor Business. (Agreement - Section 1.B)
- (2) Provide you with reasonable guidance in the development of the Business. (Agreement - Section 2.B)
- (3) Train you in the LDI system. (Agreement - Section 2.A)

During your operation of the Business, LDI will:

- (1) Provide you with guidance in operating procedures for the Business. (Agreement - Section 2.B)
- (2) Provide you access to the Operating Manual (defined below). (Agreement - Section 2.B)
- (3) Disclose Confidential Information to you relating to the operation of the Business. (Agreement - Section 4)
- (4) Advise you of approved suppliers for a Servicing Vehicle and products and supplies. (Agreement - Section 7)
- (5) At LDI's option, establish a national, regional or local advertising program to develop and implement programs and materials. (Agreement - Section 8) LDI currently administers regional advertising programs in Atlanta, GA; Baltimore, MD; Chicago, IL; Colorado Springs, CO; Dallas, TX; Denver, CO; Lancaster, PA; Nashville, TN; New York, NY; Philadelphia, PA; Richmond, VA; Roanoke, VA; and Washington, DC.

Operating Manual

LDI's guidance and assistance will be furnished in LDI's operating manual (the "Operating Manual"), which may include one or more separate manuals as well as audiotapes,

videotapes, compact disks, computer software, information available on an internet site, other electronic media and/or other written materials. LDI may also provide guidance via telephonic conversations and consultation at the offices of LDI or your office. Additional guidance and assistance may be available at per diem fees and charges set by LDI.

The Operating Manual contains mandatory and suggested specifications, standards and operating procedures prescribed by LDI for the operation of a Lawn Doctor Business and information about your other obligations under the Agreement. LDI may modify the Operating Manual but this will not alter your fundamental status and rights under the Agreement. You must keep your copy of the Operating Manual current, but the master copy maintained by LDI at its principal office will be controlling. The Operating Manual is confidential, and you may disclose its contents only to your employees who need to know its contents to perform their jobs. You may not copy any part of the Operating Manual. If you lose or damage your copy of the Operating Manual, you must buy a replacement copy from LDI at LDI's then-applicable reasonable charge. The table of contents to the Operating Manual is attached as Exhibit I.

At LDI's option, LDI may post some or all of the Operations Manual on a restricted website or extranet to which you will have access. If LDI does so, you must monitor and access the website or extranet for any updates to the Operations Manual or system standards.

Advertising

You must spend at least 10% of your Net Revenues for marketing and promotion in your Territory, plus participate in LDI's toll-free telephone number program. You must display the toll-free telephone number as the primary and dominant business phone number and display the number on all marketing materials and Servicing Vehicles. Within 60 days after the end of each year, you must submit to LDI a report detailing your marketing and promotion expenditures in your Territory during that year. If you fail to spend the required 10% of your Net Revenue during any year, you must pay to LDI the unspent amount within 60 days after the year end. LDI may then use such monies for any marketing or promotional expense (whether national, regional, local or otherwise), at any time. You must submit for approval by LDI samples of all advertising and promotional materials. If you use any unapproved materials, LDI may assess a fine of \$250 per item per occurrence. You must comply with LDI's requirements, standards and specifications concerning Strategic-Partners' use of websites or other computer-based advertising to promote Lawn Doctor Businesses. You must submit proposed website information for LDI's approval before you implement a website, and LDI must approve any changes you make to a website. You may not in any event use the Marks in your domain name or electronic address. A "website" as used in this Disclosure Document is an interactive electronic document contained in a central computer linked to communications software service providers.

If LDI establishes a local marketing fund, you will be required to contribute a maximum of 5% of your Net Revenues to the local marketing fund. However, any contribution to the local marketing fund will be credited against the amount you are required to spend for advertising in your Territory. The amount of your contribution to the local marketing fund will be determined by a majority vote of Lawn Doctor Businesses in the area for your local marketing fund. As of

the date of this Disclosure Document, there are no local marketing funds. However, LDI has the power at any time to form, change, dissolve, or merge a local marketing fund.

LDI may maintain and administer one or more national or regional marketing fund(s) (the "Marketing Fund") for national or regional marketing and promotional programs. You must contribute to these Marketing Funds an amount LDI establishes, although these contributions will not exceed 5% of your Net Revenues. LDI will specify the amount of any contributions on at least 30 days' notice. You must contribute to the Marketing Fund on a weekly basis, together with the royalty and service fee. Your contributions to the Marketing Fund will be credited against the amount you are required to spend for advertising in your Territory. There may be Strategic-Partners contributing to the Marketing Fund at different rates. As noted in Item 8, in 2013, LDI used certain commissions it received from suppliers for marketing and promotional programs, but LDI and its affiliates have the right to use all amounts that LDI and its affiliates receive from suppliers on account of their actual or prospective dealings with LDI, you, and other Strategic-Partners without restriction for any purposes LDI and its affiliates deem appropriate. As of the date of this Disclosure Document, there is no national Marketing Fund. The 13 regional marketing funds that comprise the Marketing Fund are listed in Item 6 above.

LDI will direct all advertising programs financed by the Marketing Fund and will control creative concepts, materials, endorsements and offers. The Marketing Fund may pay for producing advertising, marketing and promotional content; administering and directing regional and multi-regional advertising and marketing programs; and supporting public relations, market research and other advertising and promotion activities. LDI may also use the Marketing Fund to pay for on-line internet advertising and marketing, including Facebook, Twitter, and other social media, and to pay for click-through charges to search engines, banner advertising sources, and advertising host sites ("social media" includes personal blogs, common social networks like Facebook and Myspace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). Currently, LDI's wholly-owned subsidiary, LADO, advances the costs to purchase advertising, marketing and promotion content on behalf of the Marketing Fund. The Marketing Fund reimburses LADO for the costs of purchasing the advertising, marketing and promotional content on an annual basis. If the Marketing Fund does not receive enough contributions to reimburse LADO during the calendar year, then the balance will carry over to the following year. The Marketing Fund will be accounted for separately from all other funds of LDI and will not be used to defray LDI's general operating expenses, except for salaries, administrative costs and overhead relating to the Marketing Fund and its marketing and promotional programs. The Marketing Fund is not LDI's asset, and is not a trust. LDI does not owe you fiduciary obligations because it maintains the Marketing Fund. LDI may spend in any fiscal year an amount greater or less than the aggregate contributions of Lawn Doctor Businesses contributing to the Marketing Fund in that year. LDI may make loans to the Marketing Fund (and the Marketing Fund may borrow from LDI or other lenders) bearing reasonable interest to cover any deficits of the Marketing Fund or cause the Marketing Fund to invest any surplus for future use. LDI will prepare an annual unaudited report of monies collected and costs incurred by the Marketing Fund and will make the report available for inspection by you. In the fiscal year ending December 31, 2013, the expenditures of the 13 regional marketing funds that comprise the Marketing Fund were allocated as follows: more than 98% for media and less than

2% for administration, production and other costs. Except for certain marketing materials that contain a statement regarding the availability of franchise opportunities, LDI does not use Marketing Fund monies for soliciting the sale of franchises.

LDI may incorporate the Marketing Fund or operate it through a separate entity whenever LDI deems appropriate. The Marketing Fund is intended to maximize general public recognition and patronage of Lawn Doctor Businesses and the Marks for the benefit of all Lawn Doctor Businesses. LDI undertakes no obligation to ensure that expenditures by the Marketing Fund are proportionate or equivalent to contributions by Lawn Doctor Businesses or that any Lawn Doctor Business will benefit directly or in proportion to its contribution to the Marketing Fund from the conduct of marketing programs or the placement of advertising.

LDI has the right, but no obligation, to use collection agents and institute legal proceedings to collect Marketing Fund contributions at the Marketing Fund's expense. LDI also may forgive, waive, settle and compromise all claims by or against the Marketing Fund.

LDI may at any time defer or reduce the Marketing Fund contributions of a Lawn Doctor Business and, upon 30 days' prior written notice to you, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If LDI terminates the Marketing Fund, LDI will distribute all unspent monies to all Lawn Doctor Businesses (whether franchised or operated by LDI or its affiliates) in proportion to their respective Marketing Fund contributions during the preceding 12 month period.

Computer System

LDI will provide you with initial computer hardware and compatible software. The cost of this hardware, along with compatible software, is included in the initial franchise fee. You must also sign an agreement with RGS to purchase a computer software program suited for use by lawn care businesses to use in the Business. The RGS computer software program is designed for your use in the overall management and operation of your Business, and is designed to collect and generate lists of customers and prospects, direct mail programs, accounting management information, data to track revenues from the Business, schedule of services, GPS directions, customer inquiries and similar information. See Item 7 for the current cost of, and fees associated with, this computer software program. You may also be required to incur reasonable costs to purchase or lease new or modified computer hardware and software for use with the RGS software. You will also sign the Extranet Agreement (Exhibit G). LDI will have unlimited independent access to all information and data that your computer system generates and stores, including all data derived from the RGS software. As described in Item 7, LDI estimates the cost of any computer hardware, including peripheral devices, required in addition to the computer hardware and software package provided by LDI to be \$100 to \$400.

Business Opening

You select the Territory for your Business, subject to LDI's approval. While there is generally an interval of 30 to 60 days between the execution of the Agreement and the opening of the Business, you must commence pre-opening marketing efforts for your Business to LDI's

satisfaction within 15 days after your completion of LDI's training program. Upon your request, LDI may, at its sole option, grant you an extension of the 15 day period. LDI may terminate the Agreement if you do not comply with the opening deadline specified above. The interval also will vary depending upon the availability and delivery of the Turf Tamer.

Training

You may designate up to 2 persons (the principal owner is required to attend) to participate in the mandatory training program. The program will be conducted 5-6 times per year. You will be responsible for all travel and living expenses in connection with the training program. If you or your designee do not satisfactorily complete the training program, you must attend the next initial training program at your expense. If you or your designee's performance in the additional training program is unsatisfactory, LDI may terminate the Agreement effective upon delivery of notice of termination to you. LDI may require that you and your supervisory personnel complete supplemental and refresher training programs, to be furnished without charge, at designated locations. You must pay any travel and living expenses for supplemental and refresher training programs. LDI may provide some or all training programs via a restricted website or extranet to which you have access.

Currently, the initial training program is conducted at LDI's headquarters (or at nearby facilities) and at LDI's manufacturing facility, located in Marlboro, New Jersey. The current training program is an 8 day program which includes over 60 hours of actual classroom and/or hands-on instruction, and approximately 20-25 hours for classroom preparation, homework, test taking and planned group events. The instructional materials for LDI's training program include handouts, the Operating Manual, and tests that LDI requires you to take. Laptop computers are provided to class participants during the training program. The officers of LDI participate in and supervise all phases of the program based on their expertise with Lawn Doctor Businesses. The Department of Operations of LDI administers the training program, including any "on-the-job" training. The individuals who conduct the training have been with LDI an average of 10 years and have held a variety of other positions. The Director of Training, Kim King, has been a corporate trainer for over 20 years and has a master's degree in education. LDI's current initial training program is summarized in the following tabular chart:

LDI TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On- The-Job Training	Column 4 Location
Orientation Housekeeping Forms Franchisee Paperwork	1	0	LDI's Headquarters
Business Operations	1	0	LDI's Headquarters

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On- The-Job Training	Column 4 Location
Business Overview Lawn Doctor Background Mission Vision Values The Lawn Doctor Business Model See Note 1 below	3	0	LDI's Headquarters
Agronomy, Horticultural and Product Safety	10	0	LDI's Headquarters
Marketing Strategies	7	0	LDI's Headquarters
Sales Strategies	7	0	LDI's Headquarters
Customer Service & Retention	7	0	LDI's Headquarters
Lawn Doctor Equipment Operation and Maintenance	10	0	LDI's Manufacturing Facility
Servicing Procedures	4	0	LDI's Headquarters
Business Planning	3	0	LDI's Headquarters or Remote Access
Intro to Real Green	2	0	LDI's Headquarters or Remote Access
Marketing Plan Review See Note 1 below	1	0	LDI's Headquarters
Start-Up Procedures/Post Class Support Programs	1	0	LDI's Headquarters
Resale Candidates Additional Training See Note 2 Below	7	0	LDI's Headquarters
Classroom preparation, Homework, test taking, Planned group events	20-25	0	LDI's Headquarters

1. In addition to the above training, RGS will provide you with computer software training for the use of the RGS computer software program.

2. LDI will provide attendees who are licensing an existing Lawn Doctor Business with an additional day of training to review areas specific to their business such as marketing, equipment, and technology.

Item 12

TERRITORY

A geographic territory ("Territory") will be identified in the Agreement in which you will initially conduct the Business. The Territory will contain no less than 10,000 single family residences. After you have been operating the Business for 4 years, if your "Market Share" falls below the required level, LDI may reduce the size of your Territory by redrawing its boundaries in LDI's sole discretion. Your Market Share in the Territory may be no less than 70% of the average Market Share of all Lawn Doctor Businesses which have been in operation for 4 or more years.

In order for you to acquire additional Territories, you must have a "Market Share" of at least 2% in all of the Territories you are operating in at the time of notifying LDI of your interest in acquiring an additional Territory. Your "Market Share" means the percentage of single family residences in the Territory under contract to your Business out of the total single family residences in the Territory.

If you are in compliance with the Agreement, LDI will not operate or grant a franchise for the operation of a Lawn Doctor Business with a territory which overlaps in any material respect with your Territory. Except for the territorial rights expressly granted to you, LDI retains all rights with respect to Lawn Doctor Businesses, the Marks, and other activities, including: (1) the right to provide, offer and sell and to grant others the right to provide, offer and sell products similar to and/or competitive with those offered and sold at Lawn Doctor Businesses, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels (including via catalog, the internet or other media) both inside and outside your Territory; (2) the right to establish and operate, and grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside your Territory under the Marks; (3) the right to operate, and to grant others the right to operate Lawn Doctor Businesses with territories which do not overlap in any material respects with your Territory regardless of proximity to your Business; (4) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at a Lawn Doctor Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the Strategic-Partners or licensees of these businesses) are located or operating (including in your Territory); and (5) the right to be acquired by a business providing products and services similar to those provided at Lawn Doctor Businesses, or by another business, even if such business operates, franchises and/or licenses competitive businesses in your Territory. LDI may exercise any of the retained rights above without compensating you.

You must conduct the Business solely within your Territory, such that none of the Net Revenues (as defined herein) of the Business are derived from customers whose properties are located outside your Territory.

If you have customers whose properties are located outside your Territory and LDI grants to another Strategic-Partner a territory that encompasses such properties of your customers, then you shall give such customers to such other Strategic-Partner at no charge. You must pay to LDI a royalty of 15% of the Net Revenues for all business conducted outside your Territory. This 15% royalty is in addition to the required weekly royalty of 10% of the Net Revenues of the Business, as described in Item 6. In addition, this 15% royalty will apply if you acquire an existing Lawn Doctor Business that has customers outside its designated territory.

Subject to LDI's approval, you may relinquish a portion of your Territory for inclusion in the territory of a Lawn Doctor Business granted by LDI to another person or entity. If you do so, you will be entitled to be paid any amount the new Strategic-Partner agrees to pay for this relinquishment over and above the initial franchise fee payable to LDI.

The continuation of your territorial rights are not dependent upon your achievement of any sales level or other contingency with the exception of your compliance with the Agreement as described above. LDI does not operate or offer franchises for the operation of lawn care and conditioning services businesses under a different trade name or trademark. LDI does not intend to use the Marks or other trademarks in other channels of distribution for similar products or services, but has the right to do so.

Item 13

TRADEMARKS

LDI will license to you the right to use the Marks in the operation of the Business and in providing the services and products associated with the Business.

The following Marks listed below are registered with the United States Patent and Trademark Office on the principal register:

<u>Name or Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LAWN DOCTOR (Service Mark)	1,000,040	December 17, 1974
LAWN*DOCTOR (Service Mark)	1,069,578	July 12, 1977
Design of Fist with Raised Green Thumb (Service Mark)	1,126,621	November 6, 1979
LAWN*DOCTOR and Design (Service Mark)	1,129,386	January 15, 1980

All affidavits of use which were required to be filed with respect to the above Marks have been filed. LDI has renewed the registrations of the first five Marks listed above.

There are currently no effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; nor are there pending infringement, opposition or cancellation proceedings; or material litigation, involving any of the principal trademarks. There are no agreements currently in effect which limit the rights of LDI to use or license the use of the Marks in any manner material to you.

You must follow LDI's rules when you use the Marks including LDI's requirements and restrictions concerning use of the Marks on any website. Your right to use the Marks is limited to the conduct of the Business in compliance with the Agreement and all applicable standards, specifications and operating procedures prescribed by LDI. Any unauthorized use of the Marks by you will constitute an infringement of the rights of LDI. All provisions of the Agreement will apply to any additional trade and service marks and commercial symbols that LDI authorizes for your use. You must use the Marks as the sole identification of the Business, but you must identify yourself as the independent owner and operator of the Business in the manner LDI prescribes. You may not use any Mark or any variation thereof (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols, (3) in connection with the performance or sale of any unauthorized services or products, (4) as part of any domain name, electronic address or search engine, or (5) in any other manner LDI has not expressly authorized in writing.

You must immediately notify LDI of any apparent infringement of or challenge to your use of any Mark. LDI will take action as it deems appropriate and control any litigation or proceeding. You must assist LDI with any action it may take in connection with an infringement or challenge to any Mark. If LDI decides to modify or discontinue use of any Mark or use one or more additional or substitute trade or service marks, then you must comply with LDI's directions to modify or discontinue the use of such Mark. LDI is not required by the Agreement to defend you against any claim respecting your use of any Mark, but LDI will reimburse you for your reasonable direct expenses in modifying or discontinuing the use of a Mark and substituting a different trademark or service mark. LDI is not obligated to reimburse you for any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by you to promote a modified or substitute trademark or service mark.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Currently, no patents or patent applications are material to the franchise. There are currently no effective material determinations of the Patent and Trademark Office or any court; nor are there pending infringement, opposition or cancellation proceedings; or material litigation, involving these patents. LDI is not obligated to protect any rights which you have to use these

patents or to protect you against claims of infringement or unfair competition. There are no agreements currently in effect which significantly limit the rights of LDI to use or license the use of the patents in any manner material to you. There are no infringing uses actually known to LDI that could materially affect your use of the patents.

LDI claims a copyright to its Operating Manual, advertising and marketing materials and similar items used in the franchise. LDI has not registered these copyrights with the United States Registrar of Copyrights but need not do so to protect them. There are currently no effective material determinations of the United States Copyright Office or any court regarding any of the copyrighted materials. LDI is not obligated to protect or defend copyrights. There are no agreements currently in effect which significantly limit the rights of LDI to use or license the use of the copyrighted materials in any manner material to you. Through the Operating Manual and other means, LDI provides confidential information to Strategic-Partners. You must keep this information completely confidential. You may not use the confidential information in any other business. You must implement the procedures that LDI requires to prevent unauthorized disclosure of the confidential information. Your customer list is included in LDI's confidential information and is the property of LDI.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must continuously use your best efforts to promote the Business and devote your full time, energies and attention to the operation of the Business. You must not engage in any business or activity that competes with LDI, the Business or the Lawn Doctor system. However, LDI may permit you to engage in other non-competitive business activities if you obtain LDI's written consent, which may be withheld in LDI's sole discretion. As noted in Item 1, if LDI allows you to transfer your rights and obligations under the Agreement to a corporation or other entity that you own, you will remain bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all lawn care and conditioning services, pest control services, tree and shrub care services, and related products and services that LDI authorizes for sale by the Business in the Territory. You must conduct the Business within the Territory, such that none of the Net Revenues of the Business are derived from customers whose properties are located outside your Territory. You may not offer or sell any other services or products or use any equipment of the Business in any other business or for any other purpose. LDI may change the types of authorized services, and there are no limits on its right to do so.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Other Agreement	Summary
(a) Length of the franchise term	1.C of Agreement	Term of 10 years. <u>Item 10</u> provides additional information regarding Equipment Lease term and renewal.
(b) Renewal or extension of the term	12.A of Agreement	Your renewal right permits you to obtain a successor Business for a term of 10 years after the initial term of the Agreement expires if you meet certain requirements.
(c) Requirements for franchisee to renew or extend	12 of Agreement	You must have complied with all provisions of the Agreement, refurbish and re-equip each vehicle, and repair or replace equipment. You must give LDI notice of at least 6 months, but not more than 12 months, before the end of the initial term. After receiving notice of approval, you must continue to comply with the Agreement and execute LDI's then current form of Agreement and related documents, which may have materially different terms and conditions from the Agreement, including different fee requirements and territorial rights. You and your owners must also execute general releases of all claims against LDI.
(d) Termination by franchisee	Not Applicable	No specific provision.
(e) Termination by franchisor without cause	Not Applicable	No specific provision.
(f) Termination by franchisor with cause	13 of Agreement	LDI has the right to terminate if you commit any of several violations (see (g) and (h) below). Termination of the Agreement also terminates Equipment Leases.

Provision	Section in Franchise or Other Agreement	Summary
(g) "Cause" defined – curable defaults	13 of Agreement	You fail to accurately report the Net Revenues of the Business, or fail to make payments of any amounts due to LDI, and you do not correct the failure within 10 days after receiving written notice; fail to comply with any other provision of the Agreement or any standard, and do not correct the failure within 30 days after receiving written notice, or you do not provide proof to LDI of your efforts to correct the failure if it cannot be cured within 30 days after written notice.
(h) "Cause" defined – non-curable defaults	13 of Agreement	You abandon the Business; transfer control of the Business without approval; make any material misrepresentation or omission in your franchise application; fail to complete training; are convicted of a felony or other crime; make an unauthorized transfer of the assets or an ownership interest in the Business; make any unauthorized use of confidential information or the Operating Manual; fail on 3 or more separate occasions during any 1 year period to submit when due any reports required by LDI, or to pay when due the royalty and service fees or other payments due to LDI, or you otherwise fail to comply with the Agreement; submit to LDI on 2 or more separate occasions reports or supporting records which understate by more than 3% the fees due for 2 or more months; misuse or make an unauthorized use of any Mark (including unauthorized use of any Mark associated with a website); violate any law or create a health or safety hazard; fail to maintain insurance; interfere with LDI's right to inspect the business; engage in unethical conduct which affects the reputation of the business, LDI or other Lawn Doctor Businesses; lose a license necessary to operate the

Provision	Section in Franchise or Other Agreement	Summary
		Business; fail to pay taxes; become insolvent or file bankruptcy; violate the non-compete provisions of the Agreement; you are in default or fail to cure any default (if cure is permitted) under the agreement between you and RGS for the RGS computer software program; the agreement between you and RGS for the RGS computer software program expires or is terminated.
(i) Franchisee's obligations on termination/nonrenewal	14 of Agreement	Obligations include complete de-identification (including canceling any website associated with the Business), payment of amounts due to LDI or customers within 15 days after the effective date of termination or expiration, cease use of any confidential information, and return of all Turf Tamers, other equipment, the Operating Manual, and any other proprietary materials.
(j) Assignment of contract by franchisor	11.A of Agreement	Fully transferable by LDI.
(k) "Transfer" by franchisee - defined	11.B of Agreement	Includes voluntary or involuntary, direct or indirect assignment, sale, gift, or other disposition of any interest in the Agreement, your ownership, the Business assets, customer lists, or the Business.
(l) Franchisor approval of transfer by franchisee	11.C of Agreement	LDI has the right to approve all transfers but will not unreasonably withhold approval if you are in full compliance with the Agreement. <u>Item 10</u> provides additional information regarding assignment of Equipment Leases.

Provision	Section in Franchise or Other Agreement	Summary
(m) Conditions for franchisor approval of transfer by franchisee	11.C of Agreement	New Strategic-Partner qualifies, transferee assumes all your obligations, you pay all amounts owed to LDI and submit all required reports, transferee completes training, transferee executes LDI's then current form of Agreement and related documents (which may have different terms and conditions from the Agreement), transferee assumes all your obligations under your agreement with RGS for the RGS computer software program, you pay a transfer fee of 75% of the then current initial license fee component of the initial franchise fee payable by a Strategic-Partner who is new to the Lawn Doctor system, you execute a general release of any claims against LDI, LDI approves the terms of the transfer, you clean and repair the equipment and vehicles to LDI's satisfaction, you execute a noncompetition covenant, you agree to subordinate to the transferee's obligations to LDI any obligations of the transferee to make payments of the purchase price to you.
(n) Franchisor's right of first refusal to acquire franchisee's business	11.E of Agreement	LDI can match any offer for your Business.
(o) Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable.
(p) Death or disability of franchisee	11.D of Agreement	Business must be transferred to an approved party within 6 months from the date of death or permanent disability, subject to the conditions in (m) above.

Provision	Section in Franchise or Other Agreement	Summary
(q) Non-competition covenants during the term of the franchise	4 of Agreement	You cannot directly or indirectly perform services or have any interest in any competitive business located or operating within your Territory, within 50 miles of the boundary of your Territory, within the territory of any other Lawn Doctor Business, or within 50 miles of the boundary of the territory of any other Lawn Doctor Business.
(r) Non-competition covenants after the franchise is terminated or expires	14.D of Agreement	For 18 months you cannot have any direct or indirect interest in any competitive business located within the same areas described in (q) above.
(s) Modification of the agreement	7.E of Agreement	No modification generally, unless by mutual written agreement, but the Operating Manual, specifications and procedures can be changed.
(t) Integration/merger clause	15.N of Agreement	Only the terms of the Agreement, including the preambles and exhibits, and the Operating Manual are binding. Any other promises may not be enforceable. Nothing in the Agreement or in any related agreement is intended to disclaim any representation made in this Disclosure Document.
(u) Dispute resolution by arbitration or mediation	15.F of Agreement	Arbitration of most disputes within 10 miles of LDI's then current principal office.
(v) Choice of forum	15.H of Agreement	New Jersey (subject to state law).
(w) Choice of law	15.G of Agreement	New Jersey (unless prohibited by the laws of the state where the Business is located).

Item 18

PUBLIC FIGURES

LDI does not use any public figure to promote LDI or the Business.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in this 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.

LDI has included in Table A certain gross sales results for Lawn Doctor Businesses with at least two full years of operational experience as of December 31, 2013. LDI has included in Table B certain revenue results and statistical information for Strategic-Partners who responded to a survey taken by LDI in February 2013. LDI has included in Table C certain gross profit margin results for Lawn Doctor Businesses with at least one full year of operational experience as of December 31, 2012.

As of December 31, 2013, at least 462 Lawn Doctor Businesses were in operation. These 462 Lawn Doctor Businesses were operated by 186 Strategic-Partners that, for reporting purposes, consolidated their Lawn Doctor Businesses' financial information.

Table A comprises gross sales information for all 155 Strategic-Partners that operated Lawn Doctor Businesses for at least two full years as of December 31, 2013. LDI compiled this gross sales information from weekly reports of gross sales that its Strategic-Partners provide to LDI. LDI does not verify the figures in these reports.

In February 2013, LDI sent a survey to all 186 Strategic-Partners that operated Lawn Doctor Businesses at that time and received 69 responses to the survey. Table B comprises revenue and other statistical information for the 69 Strategic-Partners that responded to the survey. LDI did not request that the survey responses be applicable to a specific time period, nor did LDI verify the accuracy of the answers.

Table C comprises gross profit margin information. LDI compiled this information from 2012 year-end financial statements submitted by 152 of the 186 Strategic-Partners that operated Lawn Doctor Businesses for at least one full year as of December 31, 2012. Data concerning the remaining 34 Strategic-Partners that operated Lawn Doctor Businesses for at least one full year, as of December 31, 2012, was not included in Table C, due to insufficient information from the Strategic-Partners. LDI does not know whether the inclusion of such data, if available, would have a material effect on the gross profit margin percentages.

A NEW STRATEGIC-PARTNER'S LAWN DOCTOR BUSINESS RESULTS ARE LIKELY TO DIFFER FROM THOSE OF ESTABLISHED LAWN DOCTOR BUSINESSES.

YOU ARE ENCOURAGED TO OBTAIN ADDITIONAL FINANCIAL AND OPERATING INFORMATION FROM STRATEGIC-PARTNERS AND OTHER INDUSTRY SOURCES.

LDI has written substantiation in its possession to support the information appearing in this Item 19. Upon reasonable request, LDI will provide you with this substantiation.

Table A				
Statement of 2013 Gross Sales				
for 155 Strategic-Partners that operated Lawn Doctor Businesses for Two Full Years or More as of December 31, 2013. This information is categorized by the number of Lawn Doctor Businesses Operated.				
# of Territories Operated	# of Strategic Partners	Average Gross Sales	Number of Strategic-Partners that Attained or Surpassed the Average	Percentage of Strategic-Partners that Attained or Surpassed the Average
1-2	100	\$341,695	39	39%
3-6	43	\$621,547	14	33%
7 or More	12	\$1,827,236	4	33%
All territories included	155	\$534,341	52	34%

Table B	
Responses to February 2013 Strategic-Partner Survey	
from 69 of the 186 Strategic-Partners that operated Lawn Doctor Businesses as of December 31, 2012	
Number of Strategic-Partner Responses	69
Average Annual Revenue Per Customer	\$491
Average Lifetime Value of a Customer	\$2,291
Average Revenue Earned Per Day Per Stand-On Turf Tamer	\$1,296
Average Revenue Earned Per Year Per Stand-On Turf Tamer	\$210,077

Table C			
Statement of 2012 Gross Profit Margin Results as a Percentage of Gross Sales for 152 of the 186 Strategic-Partners that operated Lawn Doctor Businesses for One Full Year or More as of December 31, 2012			
# of Strategic Partners	Average Gross Profit Margin	Number of Strategic-Partners that Attained or Surpassed the Average	Percentage of Strategic-Partners that Attained or Surpassed the Average
152	68.43%	84	55%

Notes to Table C:

1. LDI compiled these Gross Profit Margin figures from the year-end income statements that its Strategic-Partners provide to LDI. Some Strategic-Partners prepare their financial statements using cash basis accounting, and some use accrual basis accounting. Similarly, some Strategic-Partners prepare their statements in accordance with generally accepted accounting practices and some do not.
2. LDI obtained the stated Gross Profit Margin percentage by subtracting Material Costs and Direct Labor Costs from the 100% Gross Sales.
3. The Gross Profit Margin will be reduced when royalty and marketing expenditures are taken into account. The required royalty fee is set at 10% of Net Revenues. All Strategic-Partners are required to spend at least 10% of its Net Revenues for marketing and promotion of its Lawn Doctor Business. Some Strategic-Partners have elected to spend a greater amount.
4. The results described in Table C include certain cost information for 152 Strategic-Partners that operated Lawn Doctor Businesses for at least one full year in 2012.

Other than the preceding financial performance representation, LDI does not make any financial performance representations. LDI also does not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, LDI may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Scott D. Frith at 142 State Route 34, Holmdel, New Jersey 07733-2092, (732) 946-4300, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31 in each year

Table No. 1

**Systemwide Outlet Summary
For years 2011 to 2013**

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	2011	459	462	+3
	2012	462	452	-10
	2013	452	462	+10
Company- Owned	2011	0	0	0
	2012	0	0	0
	2013	0	0	0
Total Outlets	2011	459	462	+3
	2012	462	452	-10
	2013	452	462	+10

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2011 to 2013**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2011	0
	2012	4
	2013	1
Colorado	2011	0
	2012	2
	2013	1
Connecticut	2011	0
	2012	0
	2013	1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	2011	0
	2012	0
	2013	3
Georgia	2011	0
	2012	0
	2013	3
Illinois	2011	1
	2012	5
	2013	0
Maryland	2011	0
	2012	2
	2013	0
Michigan	2011	0
	2012	0
	2013	0
New Jersey	2011	0
	2012	4
	2013	0
New Mexico	2011	0
	2012	1
	2013	0
New York	2011	4
	2012	9
	2013	0
North Carolina	2011	6
	2012	5
	2013	2

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Oklahoma	2011	0
	2012	0
	2013	1
Pennsylvania	2011	4
	2012	3
	2013	6
South Carolina	2011	1
	2012	0
	2013	1
Tennessee	2011	0
	2012	0
	2013	0
Virginia	2011	1
	2012	0
	2013	0
Wisconsin	2011	0
	2012	3
	2013	0
Total	2011	17
	2012	38
	2013	19

Table No. 3

**Status of Franchised Outlets
For years 2011 to 2013**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina- tions	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions- Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2011	11	1	0	0	0	0	12
	2012	12	1	3	0	0	0	10
	2013	10	0	0	0	0	0	10
Arizona	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Arkansas	2011	4	0	0	0	0	0	4
	2012	4	0	0	0	0	0	4
	2013	4	0	0	0	0	0	4
California	2011	6	0	0	0	0	0	6
	2012	6	0	1	0	0	0	5
	2013	5	0	0	0	0	0	5
Colorado	2011	20	0	0	0	0	0	20
	2012	20	0	0	0	0	0	20
	2013	20	0	0	0	0	0	20
Connecticut	2011	17	0	0	0	0	0	17
	2012	17	0	0	0	0	0	17
	2013	17	2	0	0	0	0	19
Delaware	2011	5	0	0	0	0	0	5
	2012	5	0	0	0	0	0	5
	2013	5	0	0	0	0	0	5

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
Florida	2011	19	0	2	0	0	0	17
	2012	17	3	2	0	0	0	18
	2013	18	1	0	0	0	0	19
Georgia	2011	25	0	0	0	0	0	25
	2012	25	0	3	0	0	0	22
	2013	22	2	3	0	0	0	21
Illinois	2011	10	2	0	0	0	0	12
	2012	12	1	0	0	0	0	13
	2013	13	1	1	0	0	0	13
Indiana	2011	3	1	0	0	0	0	4
	2012	4	0	3	0	0	0	1
	2013	1	0	0	0	0	0	1
Iowa	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Kentucky	2011	8	0	0	0	0	0	8
	2012	8	0	1	0	0	0	7
	2013	7	0	0	0	0	0	7
Louisiana	2011	3	0	0	0	0	0	3
	2012	3	0	1	0	0	0	2
	2013	2	0	0	0	0	0	2
Maryland	2011	24	0	0	0	0	0	24
	2012	24	0	0	0	0	0	24
	2013	24	3	2	0	0	0	25

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
Massachusetts	2011	7	0	0	0	0	0	7
	2012	7	4	1	0	0	0	10
	2013	10	3	0	0	0	0	13
Michigan	2011	6	1	0	0	0	0	7
	2012	7	0	1	0	0	0	6
	2013	6	1	0	0	0	0	7
Minnesota	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Mississippi	2011	4	0	0	0	0	0	4
	2012	4	0	0	0	0	0	4
	2013	4	0	0	0	0	0	4
Missouri	2011	2	0	0	0	0	0	2
	2012	2	1	0	0	0	0	3
	2013	3	0	0	0	0	0	3
Montana	2011	2	0	0	0	0	0	2
	2012	2	0	1	0	0	0	1
	2013	1	0	0	0	0	0	1
Nebraska	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Nevada	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	2	0	0	0	0

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
New Hampshire	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
New Jersey	2011	68	0	0	0	0	1 ^(A)	67
	2012	67	0	1	0	0	0	66
	2013	66	0	0	0	0	1 ^(C)	65
New Mexico	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
New York	2011	34	3 ^(B)	1	0	0	0	36
	2012	36	1	0	0	0	0	37
	2013	37	0	1	0	0	0	36
North Carolina	2011	19	2	0	0	0	0	21
	2012	21	0	1	0	0	0	20
	2013	20	1	0	0	0	0	21
Ohio	2011	7	0	0	0	0	0	7
	2012	7	0	1	0	0	0	6
	2013	6	2	1	0	0	0	7
Oklahoma	2011	0	0	0	0	0	0	0
	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Pennsylvania	2011	42	0	1	0	0	0	41
	2012	41	0	0	0	0	0	41
	2013	41	0	1	0	0	0	40

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
Rhode Island	2011	5	0	0	0	0	0	5
	2012	5	0	0	0	0	0	5
	2013	5	0	0	0	0	0	5
South Carolina	2011	15	0	0	0	0	0	15
	2012	15	0	0	0	0	0	15
	2013	15	0	0	0	0	0	15
Tennessee	2011	15	3	1	0	0	0	17
	2012	17	0	1	0	0	0	16
	2013	16	0	0	0	0	0	16
Texas	2011	21	0	2	0	0	0	19
	2012	19	1	2	0	0	0	18
	2013	18	5	1	0	0	0	22
Utah	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	1	0	0	0	0	2
Virginia	2011	33	0	1	0	0	0	32
	2012	32	2	4	0	0	0	30
	2013	30	0	0	0	0	0	30
Washington	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	1	0	0	0	0	1
West Virginia	2011	2	0	1	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
Wisconsin	2011	7	0	0	0	0	0	7
	2012	7	2	0	0	0	0	9
	2013	9	0	0	0	0	0	9
Totals	2011	459	12	9	0	0	0	462
	2012	462	17	27	0	0	0	452
	2013	452	23	12	0	0	1	462

- (A) This figure includes one franchisee who relocated their outlet to another state.
- (B) This figure includes one franchisee who relocated their outlet from another state.
- (C) This figure includes one franchisee who combined a territory into other existing territories.

Table No. 4

**Status of Company-Owned Outlets
For years 2011 to 2013**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
	2013	0	0	0	0	0	0
Totals	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
	2013	0	0	0	0	0	0

Table No. 5

Projected Openings As Of December 31, 2013

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlet In the Next Fiscal Year
Florida	2	5	0
Georgia	0	1	0
Illinois	1	1	0
Indiana	0	1	0
Iowa	2	1	0
Massachusetts	0	2	0
Michigan	0	1	0
Minnesota	0	1	0
Ohio	2	1	0
Oregon	0	1	0
Pennsylvania	0	1	0
Texas	0	1	0
Utah	1	2	0
Washington	2	1	0
Total	10	20	0

Attached as Exhibit J is a list of all Strategic-Partners, with addresses and telephone numbers, as of December 31, 2013. LDI does not have any company-owned Lawn Doctor Businesses. Attached as Exhibit K is a list of the names, and last known home addresses and telephone numbers of the 20 former Strategic-Partners (some of which owned multiple outlets and some of whom remain in the system with other Lawn Doctor Businesses) who were terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Agreement during 2013 or who have not communicated with LDI within 10 weeks of the Disclosure Document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

LDI has a Strategic-Partner advisory council, known as the President's Advisory Council. The advisory council is sponsored by LDI, but its members are elected by Strategic-Partners. You may contact the advisory council by contacting its current president, Jim Duffy, at Lawn Doctor of Fort Myers, 12940 Express Court, Suite #1, Fort Myers, Florida 33913, (239) 768-9366.

In some instances, current and former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in the Lawn Doctor

franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Item 21

FINANCIAL STATEMENTS

The following financial statements are attached to this Disclosure Document as Exhibit L:

The consolidated financial statements of Lawn Doctor, Inc. and its subsidiaries for the years ended December 31, 2013 and 2012, which comprise the consolidated balance sheets and the related consolidated statements of operations, changes in stockholder's equity, and cash flows for the years then ended.

The consolidated financial statements of Lawn Doctor, Inc. and its subsidiaries for the year ended December 31, 2012 and the periods ended December 31, 2011 and December 21, 2011, which comprise the consolidated balance sheets and the related consolidated statements of operations, changes in stockholder's equity, and cash flows for the year and periods then ended.

Item 22

CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Exhibit A: Lawn Doctor Franchise Agreement

Exhibit B: Electronic Funds Transfer Authorization

Exhibit C: Assignment and Assumption Agreement

Exhibit D: Turf Tamer Stand-On Applicator Equipment Lease Agreement

Exhibit E: Turf Tamer Power Seeder Equipment Lease Agreement

Exhibit F: Promissory Note

Exhibit G: Extranet Agreement

Exhibit M: State Riders to Franchise Agreement

Item 23

RECEIPTS

LDI's and your copies of the Franchise Disclosure Document Receipt are located at the last two pages of this Disclosure Document.

EXHIBIT A

FRANCHISE AGREEMENT

LAWN DOCTOR
FRANCHISE AGREEMENT

STRATEGIC-PARTNER

d/b/a LAWN DOCTOR OF _____

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EXHIBITS

EXHIBIT A – OWNERS OF STRATEGIC-PARTNER

**LAWN DOCTOR
FRANCHISE AGREEMENT**

THIS LAWN DOCTOR FRANCHISE AGREEMENT (this "Agreement") is made and entered into by and between LAWN DOCTOR, INC., a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY") and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ ("STRATEGIC-PARTNER") as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Agreement (the "Agreement Date").

1. **DEFINITIONS, PREAMBLES AND GRANT OF FRANCHISE.**

A. **DEFINITIONS**

For purposes of this Agreement, the terms listed below have the meanings that follow them. Other terms used in this Agreement are defined in the context in which they occur in this Agreement.

"**Agreement Date**" shall have the meaning set forth in the first paragraph hereof.

"**Business Assets**" shall mean the assets relating to STRATEGIC-PARTNER'S LAWN DOCTOR Business, including, but not limited to, customer lists, customer contracts and any other information relating to customers of STRATEGIC-PARTNER'S LAWN DOCTOR Business.

"**Customer List**" shall have the meaning set forth in Section 4.A. hereof.

"**Competitive Business**" shall mean any business which operates, or grants franchises or licenses to others to operate, a business for the establishment, care, irrigation, and conditioning of lawns or other vegetation, including, but not limited to, trees, shrubbery and other plant life, pest control services or any related or ancillary services.

"**COMPANY**" shall have the meaning set forth in the first paragraph hereof.

"**Confidential Information**" shall have the meaning set forth in Section 4.A. hereof.

"**Controlling Interest**" shall mean a greater than fifty percent (50%) interest in the equity or voting control of any entity.

"**Franchise**" shall have the meaning set forth in Section 1.C. hereof.

"**Initial Franchise Fee**" shall have the meaning set forth in Section 6.A. hereof.

"**Lawn Doctor Business**" shall have the meaning set forth in Section 1.B. hereof, and shall include the Business Assets.

"Market Share" means the percentage of single family residences in the Territory under contract to STRATEGIC-PARTNER's LAWN DOCTOR Business out of the total single family residences in the Territory (as determined by demographic or market data from third party sources reasonably selected by the COMPANY).

"Marketing Fund" shall have the meaning set forth in Section 8.C. hereof.

"Marks" shall have the meaning set forth in Section 1.B. hereof.

"Net Revenues" means and includes the actual gross revenues collected from customers of STRATEGIC-PARTNER in connection with services performed or to be performed for such customers, whether for cash or credit, plus any and all other revenues derived from the operation of the Franchise by STRATEGIC-PARTNER, but excluding all federal, state or municipal sales, use, service or excise taxes collected from customers and paid to the appropriate taxing authorities, and customer refunds and credit adjustments.

"Operating Manual" means the form of the COMPANY's operating manual for the operation of a LAWN DOCTOR Business, which may include one or more separate manuals as well as audiotapes, videotapes, compact discs, computer software, information available on an Internet site, other electronic media, and/or written materials.

"Servicing Vehicles" means the vehicle(s) used by STRATEGIC-PARTNER in connection with the operation of his LAWN DOCTOR Business, including but not limited to any van, trailer or other vehicle.

"STRATEGIC-PARTNER" shall have the meaning set forth in the first paragraph hereof.

"Territory" shall have the meaning set forth in Section 1.C. hereof.

"Transfer" means and includes a voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition by STRATEGIC-PARTNER (or any of its owners) of any interest in this Agreement, the ownership of STRATEGIC-PARTNER, the Business Assets or the LAWN DOCTOR Business. An assignment, sale, gift or other disposition shall include the following events: (a) the transfer of ownership of capital stock, membership interest, partnership interest, or other ownership interest; (b) merger or consolidation, or issuance of additional ownership interests in STRATEGIC-PARTNER; (c) sale of any ownership interest in STRATEGIC-PARTNER or any interest or right convertible to an ownership interest in STRATEGIC-PARTNER; (d) transfer of interest in STRATEGIC-PARTNER or the Business Assets in a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (e) transfer of interest in STRATEGIC-PARTNER or the Business Assets in the event of the death of STRATEGIC-PARTNER or an owner of STRATEGIC-PARTNER by will, declaration of a transfer in trust, or under the laws of intestate succession. Any such assignment or transfer without such approval shall constitute a breach hereof and convey no rights to or interests in STRATEGIC-PARTNER's LAWN DOCTOR Business, this Agreement, the Business Assets or the Franchise.

"Turf Tamer Applicators" means the "Turf Tamer Stand-On Applicator" and the "Turf Tamer Power Seeder."

"Website" means an interactive electronic document contained in a central computer linked to communications software service providers.

B. PREAMBLES.

The COMPANY has designed and developed a method for the establishment, care and conditioning of lawns and other vegetation, including but not limited to trees, shrubbery and other plant life and certain pest control services (the "LAWN DOCTOR Business"), which utilizes certain specifications, standards, operating procedures and specialized equipment, all of which may be improved, further developed or otherwise modified from time to time. The COMPANY owns all rights to, interest in and goodwill of, and uses, promotes and licenses certain trade names, trademarks and service marks and other commercial symbols, including the trade and service mark "LAWN DOCTOR", the green thumb design logo and other trademarks and service marks (the "Marks"). The COMPANY has designed and developed, and owns all rights to, certain specialized equipment, including the "Turf Tamer Stand-On Applicator" and "Turf Tamer Power Seeder", for use in the LAWN DOCTOR Business.

STRATEGIC-PARTNER acknowledges that he has read this Agreement and the COMPANY's Disclosure Document and that he understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain the COMPANY's high standards of quality and service. STRATEGIC-PARTNER acknowledges that he has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks and that the success of the venture is largely dependent upon the business abilities of STRATEGIC-PARTNER. STRATEGIC-PARTNER acknowledges that the COMPANY's grant of a franchise to STRATEGIC-PARTNER to operate a LAWN DOCTOR Business and STRATEGIC-PARTNER's completion of the COMPANY's training program are not representations or guarantees of the LAWN DOCTOR Business' success or profitability. STRATEGIC-PARTNER acknowledges and agrees that the COMPANY's officers, directors, employees and agents act only in a representative and not in a personal capacity in their dealings with STRATEGIC-PARTNER. STRATEGIC-PARTNER further acknowledges that he has not received or relied upon, any warranty or guaranty, express or implied, as to the potential revenues, profits or success of the Franchise (defined below) or policies made by the COMPANY or its officers, directors, employees or agents that are contrary to the statements made in the COMPANY's Disclosure Document. STRATEGIC-PARTNER further represents to the COMPANY, as an inducement to its entry into this Agreement, that STRATEGIC-PARTNER has made no misrepresentations in obtaining the Franchise.

C. GRANT OF FRANCHISE.

STRATEGIC-PARTNER has applied for a franchise to operate a LAWN DOCTOR Business and such application has been approved by the COMPANY in reliance upon all of the representations made therein. Subject to the provisions of this Agreement, the COMPANY hereby grants to STRATEGIC-PARTNER a franchise (the "Franchise") to operate a LAWN

DOCTOR Business in the Territory (as further described herein) and to use the Marks in the operation thereof for a term of ten (10) years commencing on the Agreement Date. Termination or expiration of this Agreement shall constitute a termination or expiration of the Franchise. STRATEGIC-PARTNER agrees to commence the conduct of his LAWN DOCTOR Business within fifteen (15) days after his completion of the COMPANY's training program. If STRATEGIC-PARTNER requests, COMPANY may, at its sole option, grant STRATEGIC-PARTNER an extension of the fifteen (15) day period.

STRATEGIC-PARTNER agrees to conduct his LAWN DOCTOR Business initially within the following territory: _____

(the "Territory"). The Territory shall contain approximately, but no less than, ten thousand (10,000) single family residences. If this Agreement is being executed pursuant to a transfer, renewal or grant of a successor agreement, STRATEGIC-PARTNER acknowledges and agrees that this Section 1.C. does not grant STRATEGIC-PARTNER any rights to expand the number of single family residences in his Territory notwithstanding anything to the contrary contained herein.

If, at any time after the fourth (4th) anniversary of the Agreement Date, STRATEGIC-PARTNER's "Market Share" falls below the level required in the next sentence, the COMPANY shall have the right to reduce the size of STRATEGIC-PARTNER's Territory by redrawing its boundaries in the COMPANY's sole discretion. STRATEGIC-PARTNER's Market Share in the Territory shall be no less than seventy percent (70%) of the average market share of all LAWN DOCTOR Businesses which have been in operation for four (4) or more years. In order for STRATEGIC-PARTNER to acquire additional Territories, STRATEGIC-PARTNER must have a Market Share of at least two percent (2%) in all of the Territories STRATEGIC-PARTNER is operating in at the time of notifying the COMPANY of STRATEGIC-PARTNER's interest in acquiring an additional Territory.

So long as STRATEGIC-PARTNER is in compliance with this Agreement, the COMPANY will not operate or grant a franchise for the operation of a LAWN DOCTOR Business with a territory which overlaps in any material respect with STRATEGIC-PARTNER's Territory during the term of this Agreement. Except as expressly provided in the preceding sentence, the COMPANY retains all rights with respect to LAWN DOCTOR Businesses, the Marks and any other activities the COMPANY deems appropriate, including but not limited to:

- (1) the right to provide, offer and sell and to grant others the right to provide, offer and sell products similar to and/or competitive with those offered and sold at LAWN DOCTOR Businesses, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels (including, without limitation, via catalog, the internet or other media) both inside and outside STRATEGIC-PARTNER's Territory and on any terms and conditions the COMPANY deems appropriate;
- (2) the right to establish and operate, and grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside STRATEGIC-PARTNER's Territory under the Marks and on any terms and conditions the COMPANY deems appropriate;

(3) the right to operate, and to grant others the right to operate LAWN DOCTOR Businesses with territories which do not overlap in any material respect STRATEGIC-PARTNER's Territory under any terms and conditions the COMPANY deems appropriate and regardless of proximity to STRATEGIC-PARTNER's LAWN DOCTOR Business;

(4) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at a LAWN DOCTOR Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the strategic-partners or licensees of these businesses) are located or operating (including in STRATEGIC-PARTNER's Territory); and

(5) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at LAWN DOCTOR Businesses, or by another business, even if such business operates, franchises and/or licenses competitive businesses in STRATEGIC-PARTNER's Territory.

STRATEGIC-PARTNER agrees that he will at all times faithfully, honestly and diligently perform his obligations hereunder and that he will continuously exert his best efforts to effectively promote and enhance his LAWN DOCTOR Business and develop and service customers within the Territory. STRATEGIC-PARTNER agrees to conduct his LAWN DOCTOR Business within the Territory, such that none of the Net Revenues (as defined herein) of his LAWN DOCTOR Business are derived from customers whose properties are located outside STRATEGIC-PARTNER's Territory.

If STRATEGIC-PARTNER has customers whose properties are located outside the Territory, and COMPANY grants to another strategic-partner a territory that encompasses such properties of STRATEGIC-PARTNER's customers, then STRATEGIC-PARTNER shall transfer and assign such customers to such other strategic-partner at no charge. STRATEGIC-PARTNER must pay to the COMPANY a royalty of 15% of the Net Revenues for all business conducted outside the STRATEGIC-PARTNER's Territory. This 15% royalty is in addition to the required weekly royalty of 10% of the Net Revenues of the LAWN DOCTOR Business, as described in Section 6.B.

Subject to the COMPANY's approval, STRATEGIC-PARTNER shall have the right to relinquish a portion of the Territory for inclusion in the territory of a Franchise granted by the COMPANY to another person or entity. STRATEGIC-PARTNER shall be entitled to any consideration which such person agrees to pay for such relinquishment over and above the initial franchise fee payable to the COMPANY in connection with the grant of such franchise.

D. INDEPENDENT CONTRACTORS

STRATEGIC-PARTNER and the COMPANY understand and agree that this Agreement does not create a fiduciary relationship between STRATEGIC-PARTNER and the COMPANY, that STRATEGIC-PARTNER and the COMPANY are and will be independent contractors, and

that nothing in this Agreement, including the term "strategic-partner," is intended to make either STRATEGIC-PARTNER or the COMPANY a general or special agent, joint venturer, partner or employee of the other for any purpose. STRATEGIC-PARTNER agrees to identify itself conspicuously in all dealings with clients, suppliers, distributors, public officials and others as the LAWN DOCTOR Business' owner under a franchise the COMPANY has granted and to place notices of independent ownership on the forms, business cards, stationery, advertising and other materials the COMPANY requires from time to time.

2. **TRAINING AND GUIDANCE.**

A. **TRAINING.**

The COMPANY shall furnish a training program on the operation of the LAWN DOCTOR Business at such time and place as the COMPANY designates. STRATEGIC-PARTNER shall have the right to designate up to two (2) individuals to participate in the training program, provided that such individuals attend the training program together. STRATEGIC-PARTNER shall be responsible for all travel and living expenses which such individuals incur in connection with the training program. If, during the training program, the COMPANY determines, in its sole discretion, that STRATEGIC-PARTNER or his designee is not qualified to operate a LAWN DOCTOR Business or has not satisfactorily completed the training program, the COMPANY shall have the right to require such individuals to attend the next initial training program at STRATEGIC-PARTNER's expense (including all travel and living expenses incurred by STRATEGIC-PARTNER and his designee(s) in connection therewith). If STRATEGIC-PARTNER's or a designee's performance in the additional training program is unsatisfactory, the COMPANY shall have the right to terminate this Agreement effective upon delivery of notice of termination to STRATEGIC-PARTNER. The COMPANY shall have the right to require that STRATEGIC-PARTNER and his supervisory personnel complete supplemental and refresher training programs, to be furnished without charge, at designated locations. STRATEGIC-PARTNER shall pay all such travel and living expenses therefor. At its option, the COMPANY may provide some or all training programs via a restricted website or extranet to which STRATEGIC-PARTNER will have access.

B. **GUIDANCE.**

The COMPANY shall furnish to STRATEGIC-PARTNER guidance in connection with the operation of his LAWN DOCTOR Business. Such guidance shall, in the sole discretion of the COMPANY, be furnished in the Operating Manual. The COMPANY may also provide guidance via telephonic conversations and/or consultation at the offices of the COMPANY or STRATEGIC-PARTNER's office. Additional guidance and assistance shall be available, in the sole discretion of the COMPANY, at per diem fees and charges established from time to time by the COMPANY.

The COMPANY will during the term of the Franchise provide STRATEGIC-PARTNER with access to one copy of the Operating Manual. The Operating Manual shall contain mandatory and suggested specifications, standards and operating procedures prescribed from time to time by the COMPANY for the operation of a LAWN DOCTOR Business and information relative to other obligations of STRATEGIC-PARTNER hereunder. The

COMPANY shall have the right to add to and to otherwise modify the Operating Manual from time to time to reflect changes in authorized products, services and equipment, standards of product and service quality and performance, and the operation of the LAWN DOCTOR Business, provided that no such addition or modification shall alter STRATEGIC-PARTNER's fundamental status and rights under this Agreement. STRATEGIC-PARTNER shall keep his copy of the Operating Manual current; however, in the event of a dispute, the master copy maintained by the COMPANY at its principal office shall be controlling. STRATEGIC-PARTNER agrees that the contents of the Operating Manual are confidential and that STRATEGIC-PARTNER will not disclose the Operating Manual to any person other than employees of his LAWN DOCTOR Business who need to know its contents. STRATEGIC-PARTNER shall not, at any time, copy or otherwise reproduce any part of the Operating Manual. If STRATEGIC-PARTNER's copy of the Operating Manual is lost, destroyed or significantly damaged, STRATEGIC-PARTNER agrees to obtain a replacement copy at COMPANY's then-applicable reasonable charge. As further described in Section 7.J., the COMPANY may post some or all of the Operating Manual on a website or extranet to which STRATEGIC-PARTNER has access.

3. **MARKS.**

A. **OWNERSHIP AND GOODWILL OF MARKS.**

STRATEGIC-PARTNER acknowledges that his right to use the Marks is derived solely from this Agreement and is limited to his conduct of business pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures prescribed by the COMPANY from time to time during the term of the Franchise, including but not limited to standards and procedures prescribed by the COMPANY with respect to STRATEGIC-PARTNER's use of any Mark in connection with a website. Any unauthorized use of the Marks by STRATEGIC-PARTNER, including but not limited to use by STRATEGIC-PARTNER of any Mark as part of a website domain name or electronic address, shall constitute an infringement of the rights of the COMPANY in and to the Marks. STRATEGIC-PARTNER agrees that all usage of the Marks by STRATEGIC-PARTNER and any goodwill established thereby shall inure to the exclusive benefit of the COMPANY and STRATEGIC-PARTNER acknowledges that this Agreement does not confer any goodwill or other interests in the Marks upon STRATEGIC-PARTNER. All provisions of this Agreement applicable to the Marks shall apply to any additional proprietary trade and service marks and commercial symbols the COMPANY hereafter authorizes for use by STRATEGIC-PARTNER. STRATEGIC-PARTNER shall immediately notify the COMPANY of any apparent infringement of or challenge to STRATEGIC-PARTNER's use of any Mark. The COMPANY shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation or proceeding arising out of any such infringement or challenge. STRATEGIC-PARTNER agrees to render such assistance in connection therewith as the COMPANY deems necessary or advisable.

B. **LIMITATIONS ON STRATEGIC-PARTNER'S USE OF MARKS.**

STRATEGIC-PARTNER agrees to use the Marks as the sole identification of the Franchise, provided that STRATEGIC-PARTNER shall identify himself as the independent

owner and operator thereof in the manner prescribed by the COMPANY. STRATEGIC-PARTNER may not use any Mark or any variation thereof (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to STRATEGIC-PARTNER hereunder), (3) in connection with the performance or sale of any unauthorized services or products, (4) as part of any domain name, electronic address or search engine, or (5) in any other manner the COMPANY has not expressly authorized in writing. STRATEGIC-PARTNER agrees to prominently display the Marks and only the Marks (as prescribed in Section 7.B. hereof) on the Servicing Vehicles, and on contracts, forms, equipment and other materials authorized by the COMPANY. STRATEGIC-PARTNER further agrees that STRATEGIC-PARTNER's telephone number shall be used exclusively for the operation of STRATEGIC-PARTNER's LAWN DOCTOR Business and for no other purpose.

STRATEGIC-PARTNER agrees to give such notices of trade and service mark registrations as the COMPANY specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law. If, in the COMPANY's sole discretion, it becomes advisable for the COMPANY and/or STRATEGIC-PARTNER to modify or discontinue use of any Mark and/or use one or more additional or substitute trade or service marks, STRATEGIC-PARTNER agrees to comply with the COMPANY's directions to modify or otherwise discontinue the use of such Mark within a reasonable time after notice thereof. The COMPANY shall reimburse STRATEGIC-PARTNER for his reasonable direct expenses in modifying or discontinuing the use of a Mark and substituting therefor a different trademark or service mark, provided, however, that the COMPANY shall not be obligated to reimburse STRATEGIC-PARTNER for any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by STRATEGIC-PARTNER to promote a modified or substitute trademark or service mark.

4. **CONFIDENTIAL INFORMATION/EXCLUSIVE RELATIONSHIP.**

A. **CONFIDENTIAL INFORMATION.**

The COMPANY possesses, and will continue to develop and acquire, certain confidential information relating to the methods, techniques, formats, specifications, procedures, information, systems, sales and marketing techniques and knowledge of and experience in the development, operation and franchising of LAWN DOCTOR Businesses (the "Confidential Information"). The COMPANY will disclose the Confidential Information to STRATEGIC-PARTNER in the training program, the Operating Manual and in guidance furnished to STRATEGIC-PARTNER. STRATEGIC-PARTNER acknowledges that the Confidential Information is proprietary and involves trade secrets of the COMPANY and that he will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of a LAWN DOCTOR Business during the term of this Agreement. The COMPANY will disclose the Confidential Information to STRATEGIC-PARTNER only on the condition that STRATEGIC-PARTNER and its owners agree, and they hereby do agree, that STRATEGIC-PARTNER and its owners:

(a) will not use any Confidential Information in any other business or capacity;

(b) will keep the Confidential Information absolutely confidential during and after this Agreement's term;

(c) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and

(d) will adopt and implement all reasonable procedures that the COMPANY periodically prescribes to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to personnel of the LAWN DOCTOR Business and others needing to know such Confidential Information to operate the LAWN DOCTOR Business, and requiring all employees having access to Confidential Information to sign confidentiality and non-competition agreements in a form acceptable to the COMPANY. The COMPANY has the right to regulate the form of agreement that STRATEGIC-PARTNER uses and to be a third party beneficiary of that agreement with independent enforcement rights.

STRATEGIC-PARTNER agrees that the list of the names, addresses and other information regarding STRATEGIC-PARTNER's current clients, former clients, and those who have inquired about the service (the "Customer List") shall be included in the Confidential Information, shall be the property of COMPANY and shall constitute a trade secret of COMPANY. STRATEGIC-PARTNER agrees that STRATEGIC-PARTNER may not disclose the Customer List, or any portion thereof, to any person other than the COMPANY, either during the term of this Agreement or thereafter.

"Confidential Information" does not include information, knowledge or know-how which STRATEGIC-PARTNER knew from previous business experience before the COMPANY provided it to STRATEGIC-PARTNER (directly or indirectly) or before STRATEGIC-PARTNER began training or operating his LAWN DOCTOR Business. If the COMPANY includes any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that the exclusion in this paragraph is fulfilled.

All ideas, concepts, techniques or materials relating to a LAWN DOCTOR Business, whether or not protectable intellectual property and whether created by or for STRATEGIC-PARTNER or STRATEGIC-PARTNER's employees, must be promptly disclosed to the COMPANY and will be deemed to be the COMPANY's sole and exclusive property, part of the franchise system, and works made-for-hire for the COMPANY. To the extent any item does not qualify as a "work made-for-hire" for the COMPANY, by this paragraph STRATEGIC-PARTNER assigns ownership of that item, and all related rights to that item, to the COMPANY and agrees to sign whatever assignment or other documents the COMPANY requests to evidence the COMPANY's ownership or to help the COMPANY obtain intellectual property rights in the item.

B. EXCLUSIVE RELATIONSHIP.

STRATEGIC-PARTNER acknowledges and agrees that the COMPANY would be unable to protect the Confidential Information against unauthorized use or disclosure if franchised strategic-partners of LAWN DOCTOR Businesses were permitted to hold interests in any Competitive Business. STRATEGIC-PARTNER therefore agrees that during the term of this Agreement, neither STRATEGIC-PARTNER, its owner(s) nor any member of his or their immediate families shall perform services or have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, manager, consultant, representative or agent, or in any other capacity in any Competitive Business located or operating within (a) STRATEGIC-PARTNER's Territory, (b) fifty (50) miles of the boundary of STRATEGIC-PARTNER's Territory, (c) the territory of any other LAWN DOCTOR Business, or (d) fifty (50) miles of the boundary of the territory of any other LAWN DOCTOR Business.

5. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

STRATEGIC-PARTNER shall hire all employees of his LAWN DOCTOR Business, and will be exclusively responsible for the terms of their employment, compensation and proper training. STRATEGIC-PARTNER agrees that he will not solicit or employ any person who is employed by COMPANY or was employed by COMPANY during the prior one (1) year period.

STRATEGIC-PARTNER shall not employ any of the Marks in signing any contract or applying for any license or permit or in a manner that may result in the COMPANY's liability for any of STRATEGIC-PARTNER's indebtedness or obligations, nor may STRATEGIC-PARTNER use the Marks in any way not expressly authorized by the COMPANY, including but not limited to, on a website. Except as expressly authorized by this Agreement, STRATEGIC-PARTNER shall make no express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the COMPANY and the COMPANY shall not be obligated by or be liable under any agreements or representations made by STRATEGIC-PARTNER that are not expressly authorized hereunder. In addition to any sales, use, excise, privilege or other transaction taxes that the COMPANY is required or permitted by law to collect from STRATEGIC-PARTNER for the sale, lease or other provision of goods or services under this Agreement, STRATEGIC-PARTNER shall pay to the COMPANY an amount equal to all federal, state, local or foreign (i) sales, use, excise, privilege, occupation or any other transactional taxes, or (ii) any other taxes or similar exactions no matter how designated (excluding only taxes imposed on the COMPANY for the privilege of conducting business and calculated with respect to the COMPANY's net income, capital, net worth, gross receipts, or some other basis or combination thereof, but not excluding any gross receipts taxes imposed on the COMPANY for STRATEGIC-PARTNER payments intended to reimburse the COMPANY for expenditures incurred for the benefit and on behalf of STRATEGIC-PARTNER), that are imposed on the COMPANY or required to be withheld by STRATEGIC-PARTNER in connection with the receipt or accrual of service fees, royalties or any other amounts payable by STRATEGIC-PARTNER to the COMPANY under this Agreement. Any additional required payment pursuant to the preceding sentence shall be made in an amount necessary to provide the COMPANY with after tax receipts (taking into account any additional payments required hereunder), equal to the same amounts the COMPANY would

have received under the provisions of this Agreement if such additional tax liability or withholding had not been imposed or required.

STRATEGIC-PARTNER agrees to indemnify and hold the COMPANY, its affiliates, shareholders, directors, officers, employees, agents, successors and assignees harmless from and against any liability for any claims arising out of the operation of his LAWN DOCTOR Business. For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages, taxes and costs reasonably incurred in the defense of any claim, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. The COMPANY shall have the right to defend any such claim in which it is named as a defendant. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

6. **FEES.**

A. **INITIAL FRANCHISE FEE.**

STRATEGIC-PARTNER agrees to pay to the COMPANY an initial franchise fee of _____ Dollars (\$ _____) (the "Initial Franchise Fee") comprised of the following components:

(1) An initial license fee of _____ Dollars (\$ _____) for the right to use the Marks during the term of this Agreement and any successor franchise granted hereunder;

(2) An initial training, supply and support fee of _____ Dollars (\$ _____);

(3) A nonrefundable deposit of _____ Dollars (\$ _____) for the Turf Tamer Stand-On Applicator lease; and

(4) A nonrefundable deposit of _____ Dollars (\$ _____) for the Turf Tamer Power Seeder lease.

The Initial Franchise Fee shall be payable as follows: (1) _____ Dollars (\$ _____) shall be due and payable on the Agreement Date; and (2) _____ Dollars (\$ _____) shall be payable _____

The Initial Franchise Fee shall be fully earned by the COMPANY when paid and is nonrefundable.

B. **ROYALTY AND SERVICE FEE.**

STRATEGIC-PARTNER agrees to pay to the COMPANY by Thursday of each week during the term hereof a weekly royalty and service fee in the amount of ten percent (10%) of the

Net Revenues of STRATEGIC-PARTNER's LAWN DOCTOR Business for the immediately preceding week (Monday through Sunday).

C. **INTEREST ON LATE PAYMENTS.**

All royalty and service fees, advertising contributions, lease payments, amounts due for purchases by STRATEGIC-PARTNER from the COMPANY, and other amounts which STRATEGIC-PARTNER owes to the COMPANY shall bear interest after due date at the highest applicable legal rate for open account business credit in the state of STRATEGIC-PARTNER's domicile, not to exceed one and one-half percent (1.5%) per month. STRATEGIC-PARTNER acknowledges that this Section 6.C. shall not constitute the COMPANY's agreement to accept such payments after same are due or a commitment by the COMPANY to extend credit to, or otherwise finance STRATEGIC-PARTNER's LAWN DOCTOR Business. Further, STRATEGIC-PARTNER acknowledges that his failure to pay all amounts when due shall constitute grounds for termination of this Agreement.

D. **APPLICATION OF PAYMENTS.**

Notwithstanding any designation by STRATEGIC-PARTNER, the COMPANY shall have sole discretion to apply any payments by STRATEGIC-PARTNER to any of his past due indebtedness for royalty and service fees, advertising contributions, purchases from the COMPANY or its affiliates, interest or any other indebtedness.

E. **METHOD OF PAYMENT - ELECTRONIC FUNDS TRANSFER.**

If at any time during the term of this Agreement on at least thirty (30) days' prior written notice from the COMPANY to STRATEGIC-PARTNER, the COMPANY may request that STRATEGIC-PARTNER agree to and shall remit weekly royalty and service fees, Marketing Fund contributions and any other amounts due to the COMPANY hereunder (including, without limitation, any outstanding portion of the Initial Franchise Fee) via electronic funds transfer or other means to a bank or financial institution designated by the COMPANY and STRATEGIC-PARTNER hereby grants the COMPANY authorization for direct (automatic) debiting of STRATEGIC-PARTNER's bank or financial institution general operating account. In such event, STRATEGIC-PARTNER agrees to supply any and all information necessary to provide for automatic electronic funds transfer and payment of such amounts due to the COMPANY and to comply with procedures specified by the COMPANY in the Operating Manual and in writing from time to time, and/or perform such acts and deliver and execute such documents, agreements and authorizations as may be necessary to assist in or accomplish payment by such method.

7. **FRANCHISE IMAGE AND OPERATING PROCEDURES.**

A. **EQUIPMENT.**

STRATEGIC-PARTNER agrees to use the Turf Tamer Applicators leased from the COMPANY or equivalent equipment meeting the COMPANY's specifications and standards and such other additional equipment as may be approved by the COMPANY from time to time. The COMPANY may modify and/or substitute any of the equipment STRATEGIC-PARTNER is required to use in his LAWN DOCTOR Business, including, any of the delivery devices used to

apply chemicals to customers' lawns. STRATEGIC-PARTNER may purchase or lease his original and replacement equipment from any source approved by the COMPANY. If STRATEGIC-PARTNER proposes to purchase or lease any equipment (other than computer hardware and software which is subject to the terms of Section 7.I below) which is not then approved by the COMPANY, STRATEGIC-PARTNER shall first notify the COMPANY and, upon request, furnish to the COMPANY specifications, photographs, drawings and/or other information sufficient to afford the COMPANY a reasonable opportunity to determine whether such equipment complies with its specifications and standards. Due to patented and/or patent applied for components and other characteristics of the Turf Tamer Applicators and certain other equipment, the COMPANY has not presently approved any source other than the COMPANY.

B. CONDITION AND APPEARANCE OF SERVICING VEHICLES AND EQUIPMENT.

STRATEGIC-PARTNER agrees to purchase or lease one or more Servicing Vehicles suitable for the purpose of transporting various lawn equipment, supplies and materials needed to operate a LAWN DOCTOR Business and which otherwise meets the COMPANY's specifications. STRATEGIC-PARTNER agrees: (1) to maintain the condition and appearance of his Servicing Vehicles and equipment consistent with the image of the LAWN DOCTOR Business as a professionally operated lawn and vegetation care and conditioning services business; (2) that the Servicing Vehicles and equipment shall not be used for any purpose other than the operation of his LAWN DOCTOR Business as described herein; (3) to place or display on the Servicing Vehicles and equipment only such signs, emblems, lettering and logos as are approved by the COMPANY, and no others; (4) not to sell or otherwise transfer any of the Servicing Vehicles (other than to the COMPANY) without the prior written approval of the Company and without first removing all of the Marks from the Servicing Vehicles.

C. AUTHORIZED PRODUCTS AND SERVICES.

The reputation and goodwill of the COMPANY is based upon, and can be maintained and enhanced only by the furnishing of high quality lawn and vegetation care and conditioning products and services and other related products and services, including without limitation: application of lawn fertilizers, insecticides, pesticides, herbicides, fungicides, lime, sulfur and other materials; lawn seeding, thatching and aerating; pest control; tree and shrub feeding and spraying (fertilizers, insecticides, pesticides, fungicides and oils); and other lawn and vegetation care and conditioning products and services. STRATEGIC-PARTNER agrees, therefore, that he will only offer such lawn and vegetation care and conditioning products and services and other products and services that the COMPANY shall authorize for the LAWN DOCTOR Business, and that he will offer all of the products and services that COMPANY authorizes for the Territory. STRATEGIC-PARTNER further agrees that he will not sell his LAWN DOCTOR customer list(s) or customer contracts, or otherwise use his LAWN DOCTOR customer list(s) for any purpose other than in connection with the operation of his LAWN DOCTOR Business. STRATEGIC-PARTNER agrees that he will not, without the prior written approval by the COMPANY, offer or sell any type of service or offer, sell or use any product that is not authorized by the COMPANY for the LAWN DOCTOR Business, STRATEGIC-PARTNER further agrees that the Turf Tamer Applicators and any other equipment used in LAWN

DOCTOR Businesses shall not be used for any purpose other than the operation of his LAWN DOCTOR Business in compliance with this Agreement.

D. APPROVED PRODUCTS AND SUPPLIES.

STRATEGIC-PARTNER agrees that all products and supplies used in his LAWN DOCTOR Business shall comply with the COMPANY's specifications and quality standards. The COMPANY shall provide STRATEGIC-PARTNER with a list of approved products and supplies and shall from time to time issue revisions thereto. If STRATEGIC-PARTNER wishes to use any type or brand of product or supply item or wishes to purchase products or supplies from a supplier that is not currently approved by the COMPANY, STRATEGIC-PARTNER shall notify the COMPANY of his desire to do so and submit to the COMPANY specifications, photographs, samples and/or other information requested by the COMPANY. The COMPANY shall, within a reasonable time, determine whether such products, supplies or such supplier meets its specifications and standards and notify STRATEGIC-PARTNER whether he is authorized to use such product or supply item or purchase from such supplier. Notwithstanding the foregoing, the COMPANY may limit the number of approved suppliers with whom STRATEGIC-PARTNER may deal, designate sources that STRATEGIC-PARTNER must use, and/or refuse any of STRATEGIC-PARTNER's requests for any reason, including that the COMPANY has already designated an exclusive source (which might be the COMPANY or its affiliate) for a particular item or service.

E. SPECIFICATIONS, STANDARDS AND PROCEDURES.

STRATEGIC-PARTNER agrees to cooperate with the COMPANY by maintaining high standards in the operation of his LAWN DOCTOR Business. STRATEGIC-PARTNER also agrees to comply with all mandatory specifications, standards and operating procedures relating to the operation of a LAWN DOCTOR Business. Mandatory specifications, standards and operating procedures prescribed from time to time by the COMPANY in the Operating Manual for the LAWN DOCTOR Business, or otherwise communicated to STRATEGIC-PARTNER in writing, shall constitute provisions of this Agreement as if fully set forth herein. All references herein to this Agreement shall include all such mandatory specifications, standards and operating procedures.

F. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

STRATEGIC-PARTNER shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of his LAWN DOCTOR Business. STRATEGIC-PARTNER shall operate his Franchise in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to environmental protection, occupational hazards and health, worker's compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales taxes. STRATEGIC-PARTNER shall, in all dealings with his customers, suppliers, the COMPANY and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. STRATEGIC-PARTNER agrees to refrain from any business or advertising practice which may be injurious to the business of the COMPANY and the goodwill associated with the Marks and other LAWN DOCTOR Businesses.

G. **INSURANCE.**

STRATEGIC-PARTNER shall at all times during the term of the Franchise maintain in force at his sole expense comprehensive general liability insurance (including products, completed operations and motor vehicle liability) on an occurrence basis against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of STRATEGIC-PARTNER's LAWN DOCTOR Business. Coverage for application of herbicides must also be included. Such insurance coverage shall be maintained under one or more policies of insurance containing minimum liability protection in such amounts as are specified by the COMPANY from time to time and issued by insurance carriers acceptable to the COMPANY. All liability insurance policies required hereunder shall name the COMPANY (its officers, directors, employees and designated affiliates) as additional insureds and shall provide that the COMPANY receives thirty (30) days' prior written notice of termination, expiration or cancellation of any such policy. Upon sixty (60) days' prior written notice to STRATEGIC-PARTNER, the COMPANY may increase the minimum liability protection requirements as of the renewal date of any policy, and require different or additional kinds of insurance at any time, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, product or motor vehicle liability litigation or other relevant changes in circumstances. STRATEGIC-PARTNER shall furnish annually to the COMPANY a copy of the certificate and other evidence COMPANY may require of each such insurance policy in the form the COMPANY requires.

H. **FULL TIME EFFORTS.**

STRATEGIC-PARTNER agrees to use his best efforts to promote his LAWN DOCTOR Business and to devote his full time, energies and attention to the operation of his LAWN DOCTOR Business. STRATEGIC-PARTNER further agrees that he will not engage in any Competitive Business; provided, however, the COMPANY may permit STRATEGIC-PARTNER to engage in other non-competitive business activities provided STRATEGIC-PARTNER obtains the prior written consent of the COMPANY.

I. **COMPUTER AND PHONE SYSTEMS.**

STRATEGIC-PARTNER acknowledges that STRATEGIC-PARTNER must purchase a customized computer software program suited for use by lawn care businesses from RealGreen Systems ("RGS") at the then current purchase price being charged by RGS. STRATEGIC-PARTNER further acknowledges that the Company has designated hardware for use in connection with the RGS computer software program. Such computer software and hardware is an integral part of the LAWN DOCTOR Business. The COMPANY reserves the right to modify the specifications and components of such computer software and hardware from time to time. Some or all software may be website based. STRATEGIC-PARTNER will acquire the designated computer hardware and certain software in partial consideration for the initial training, supply and support fee paid hereunder. STRATEGIC-PARTNER grants COMPANY (and COMPANY's designees) unlimited, independent access to, and the right to download, all information and data in STRATEGIC-PARTNER's computer software and hardware (including all data derived from the RGS software) at any time. STRATEGIC-PARTNER shall not take any action or enter into any agreement that prohibits, prevents or restricts COMPANY's ability to

access and download all such information and data. STRATEGIC-PARTNER also must, at STRATEGIC-PARTNER's expense, maintain the designated computer software and hardware so that COMPANY (and each of COMPANY's designees) has the ability to access and download all information and data in STRATEGIC-PARTNER's computer software and hardware at any time in accordance with this Section. STRATEGIC-PARTNER further acknowledges and agrees that the COMPANY has the right to require STRATEGIC-PARTNER to incur reasonable costs to purchase or lease new or modified computer hardware and software for use with the RGS software. References to reasonable costs and fees in this Section shall refer to the COMPANY's reasonable costs for the selection of appropriate hardware and software.

J. ELECTRONIC COMMUNICATION AND USE OF INTERNET.

At the COMPANY's option, the COMPANY may post the Operating Manual and other communications on a restricted intranet or other website to which STRATEGIC-PARTNER will have access. If the COMPANY does so, STRATEGIC-PARTNER must periodically monitor the site for any updates to the Operating Manual or other standards, specifications and procedures. Any passwords or other digital identifications necessary to access the Operating Manual on such a site will be deemed to be part of the Confidential Information (defined in Section 4.A.). Further, STRATEGIC-PARTNER agrees that he will establish the channels of communication with the COMPANY and his customers as required by the COMPANY from time to time, including e-mail, internet and other electronic forms of communication, and that he will acquire and maintain any computer or other components necessary for the transmission of such communications.

STRATEGIC-PARTNER agrees to comply with the COMPANY's requirements, standards and specifications concerning STRATEGIC-PARTNER's use of a website to promote his LAWN DOCTOR Business, including but not limited to the COMPANY's requirement that STRATEGIC-PARTNER receive the COMPANY's approval of STRATEGIC-PARTNER's proposed website information prior to implementation of the website and prior to changing an approved website. STRATEGIC-PARTNER further agrees to comply with the COMPANY's requirements, standards and specifications concerning STRATEGIC-PARTNER's use of social media in connection with its operation of the LAWN DOCTOR Business, including prohibitions on STRATEGIC-PARTNER's and the LAWN DOCTOR Business' employees' posting or blogging comments about the LAWN DOCTOR Business or the franchise system other than on an authorized COMPANY website ("social media" includes personal blogs, common social networks like Facebook and Myspace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools).

At COMPANY's option, the COMPANY may establish one or more websites to advertise, market and promote LAWN DOCTOR Businesses, the services they offer and sell, and/or the LAWN DOCTOR Business franchise opportunity. If the COMPANY establishes such a website, the COMPANY may designate a web page within the website for each LAWN DOCTOR Business. The COMPANY may implement and periodically modify standards for any such website and individual web pages. STRATEGIC-PARTNER will not establish a website for his LAWN DOCTOR Business, other than the web page(s) designated to describe

STRATEGIC-PARTNER's LAWN DOCTOR Business which are located within the COMPANY's website.

K. REPRESENTATIONS AND COVENANT CONCERNING TERRORISM.

STRATEGIC-PARTNER agrees to comply and/or assist the COMPANY in its compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti terrorist activities, including without limitation the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, STRATEGIC-PARTNER agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to his LAWN DOCTOR Business as may be required by the COMPANY or by law. STRATEGIC-PARTNER confirms that he is not listed in the Annex to Executive Order 13224 and agrees not to hire any person so listed or have any dealing with a person so listed (the Annex is available at <http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html>). STRATEGIC-PARTNER is solely responsible for ascertaining what actions must be taken by STRATEGIC-PARTNER to comply with all such laws, orders and/or regulations, and specifically acknowledges and agrees that his indemnification responsibilities as provided in Section 5 pertain to his obligations hereunder.

8. MARKETING AND PROMOTION.

A. LOCAL ADVERTISING.

STRATEGIC-PARTNER agrees to participate in the COMPANY's toll-free telephone number program, and to sign any agreements and pay any charges associated therewith. STRATEGIC-PARTNER agrees to display the toll-free telephone number as the primary and dominant business phone number. STRATEGIC-PARTNER agrees that the toll-free telephone number will be displayed on all marketing materials and all of STRATEGIC-PARTNER's Servicing Vehicles.

In addition to telephone directory advertising and the toll-free number program, STRATEGIC-PARTNER agrees to spend not less than ten percent (10%) of his Net Revenues for marketing and promotion of his LAWN DOCTOR Business within the Territory. Within sixty (60) days after each year end, STRATEGIC-PARTNER shall submit to the COMPANY a report detailing STRATEGIC-PARTNER's marketing and promotion expenditures in the Territory during that year. If STRATEGIC-PARTNER fails to spend the required ten percent (10%) of his Net Revenues during any year, STRATEGIC-PARTNER must pay the unspent amount to the COMPANY within sixty (60) days after the year end. The COMPANY then may use such monies for any marketing or promotional expense (whether national, regional, local or otherwise), at any time. Samples of all promotional materials not prepared or previously approved by the COMPANY shall be submitted to the COMPANY for approval prior to usage, which approval shall not be unreasonably withheld. If written disapproval is not received by STRATEGIC-PARTNER within thirty (30) days of the date such materials are delivered to the COMPANY, such materials shall be deemed approved. If STRATEGIC-PARTNER uses any unapproved promotional materials, the COMPANY reserves the right to assess a fine in the amount of \$250 per item per occurrence.

B. LOCAL MARKETING FUND.

The COMPANY shall have the right to require that LAWN DOCTOR strategic-partners establish local marketing funds in their respective metropolitan areas. The COMPANY shall determine in its sole discretion the size of each area and the number of LAWN DOCTOR Businesses in each area. STRATEGIC-PARTNER shall contribute to the local fund such amount as is determined by a majority vote of the LAWN DOCTOR Businesses in such area; provided that such contribution shall be credited against the amount STRATEGIC-PARTNER is required to spend locally as described in Section 8.A. hereof. The amount of such contribution may be increased or decreased by a majority vote of the LAWN DOCTOR Businesses in such area, but in no event shall such contribution exceed five percent (5%) of STRATEGIC-PARTNER's Net Revenues.

C. MARKETING AND PROMOTION FUND.

Recognizing the value of marketing and promotion to the goodwill and public image of LAWN DOCTOR Businesses, the COMPANY agrees to maintain and administer one or more national or regional marketing fund(s) (the "Marketing Fund") for national or regional marketing and promotional programs. STRATEGIC-PARTNER shall contribute to the Marketing Fund an amount specified by the COMPANY, payable weekly together with the royalty and service fee due hereunder; provided that such contribution shall be credited against the amount STRATEGIC-PARTNER is required to spend locally as described in Section 8.A. hereof. The amount of such contribution shall be specified by the COMPANY at least thirty (30) days prior to initiation of any Marketing Fund program, but in no event shall such contribution exceed five percent (5%) of STRATEGIC-PARTNER's Net Revenues.

The COMPANY shall direct all marketing programs financed by the Marketing Fund, with sole discretion over the creative concepts, materials and endorsements used therein and their geographic, market and media placement and allocation. STRATEGIC-PARTNER agrees that the Marketing Fund may be used to pay for preparing and producing advertising, marketing and promotional content and related materials; administering, directing and preparing regional and multi-regional advertising and marketing programs; and supporting public relations, market research and other advertising marketing and promotion activities. The COMPANY may also use the Marketing Fund to pay for on-line internet advertising and marketing, including Facebook, Twitter, and other social media, and to pay for click-through charges to search engines, banner advertising sources, and advertising host sites. The Marketing Fund shall be accounted for separately from the other funds of the COMPANY, and shall not be used to defray any of the COMPANY's general operating expenses, except for such reasonable salaries, administrative costs and overhead as the COMPANY may incur in activities reasonably related to the administration or direction of the Marketing Fund and its marketing and promotional programs. The Marketing Fund is not the COMPANY's asset. The Marketing Fund is not a trust, and the COMPANY does not owe STRATEGIC-PARTNER fiduciary obligations because of the COMPANY's maintaining, directing or administering the Marketing Fund or for any other reason. The COMPANY may spend in any fiscal year an amount greater or less than the aggregate contribution of LAWN DOCTOR Businesses to the Marketing Fund in that year and the COMPANY may make loans to the Marketing Fund (and the Marketing Fund may borrow from the COMPANY or other lenders) bearing reasonable interest to cover any deficits of the

Marketing Fund or cause the Marketing Fund to invest any surplus for future use by the Marketing Fund. A report of monies collected and costs incurred by the Marketing Fund shall be prepared annually by the COMPANY and shall be made available for inspection by STRATEGIC-PARTNER upon request. The COMPANY may incorporate the Marketing Fund or operate it through a separate entity whenever the COMPANY deems appropriate. The successor entity will have all of the rights and duties specified in this Subsection.

STRATEGIC-PARTNER understands and acknowledges that the Marketing Fund is intended to maximize general public recognition and patronage of the LAWN DOCTOR Businesses and the Marks for the benefit of all LAWN DOCTOR Businesses. The COMPANY undertakes no obligation to ensure that expenditures by the Marketing Fund are proportionate or equivalent to contributions by LAWN DOCTOR Businesses or that any LAWN DOCTOR Business will benefit directly or in proportion to its contribution to the Marketing Fund from the conduct of marketing programs or the placement of advertising.

The COMPANY has the right, but no obligation, to use collection agents and institute legal proceedings to collect Marketing Fund contributions at the Marketing Fund's expense. The COMPANY also may forgive, waive, settle and compromise all claims by or against the Marketing Fund. Except as expressly provided in this Subsection, the COMPANY assumes no direct or indirect liability or obligation to STRATEGIC-PARTNER for collecting amounts due to, maintaining, directing or administering the Marketing Fund.

The COMPANY may at any time defer or reduce the Marketing Fund contributions of a LAWN DOCTOR Business and, upon thirty (30) days' prior written notice to STRATEGIC-PARTNER, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If the COMPANY terminates the Marketing Fund, the COMPANY will distribute all unspent monies to all LAWN DOCTOR Businesses (whether franchised or operated by the COMPANY or its affiliates) in proportion to their respective Marketing Fund contributions during the preceding twelve (12) month period.

9. **RECORDS AND REPORTING.**

A. **ACCOUNTING AND RECORDS.**

STRATEGIC-PARTNER agrees, at his expense, to maintain and preserve for three (3) years from the date of their preparation, or such greater period as may be required by the Operating Manual or applicable law, full, complete and accurate books, records and accounts including, without limitation copies of all customer contracts and lists, employee records, sales, invoices, cash receipts, service records, purchase records, accounts payable, cash disbursement records, inventory records, general ledgers, itemized bank deposit slips and bank statements, copies of sales tax returns, and copies of STRATEGIC-PARTNER's state and federal income tax returns. STRATEGIC-PARTNER further agrees that such records shall be prepared and maintained on forms prescribed from time to time by the COMPANY.

B. REPORTING REQUIREMENTS.

STRATEGIC-PARTNER shall furnish the COMPANY on or before Thursday of each week, in the form from time to time prescribed by the COMPANY, a control report signed and verified by STRATEGIC-PARTNER accurately reflecting the gross and Net Revenues of STRATEGIC-PARTNER's LAWN DOCTOR Business for the preceding week (Monday through Sunday). STRATEGIC-PARTNER, at his expense, shall furnish to the COMPANY (and its agents), such forms, reports, records, financial statements and other information as the COMPANY may, from time to time, require including the financial reports and statements as provided in this Subsection and other reports the COMPANY may request in the future. STRATEGIC-PARTNER shall prepare and furnish to the COMPANY on such forms as are prescribed by the COMPANY from time to time: (1) by the tenth (10th) day of each month, a report of Net Revenues of the Franchise for the preceding calendar month and such other data, information and supporting records as the COMPANY from time to time requires; and (2) within one hundred five (105) days after the end of each fiscal year of STRATEGIC-PARTNER's LAWN DOCTOR Business, an annual statement of profit and loss for STRATEGIC-PARTNER's LAWN DOCTOR Business for the fiscal year, a balance sheet as of the end of the fiscal year and a cash flow projection for the following year. Each such report shall be signed and verified by STRATEGIC-PARTNER in the manner prescribed by the COMPANY. The COMPANY may, from time to time, revise the timing and content of required reports. At the COMPANY's request, STRATEGIC-PARTNER shall provide some or all of its records and reports via electronic transmission or other means as specified by the COMPANY

10. INSPECTIONS AND AUDITS.

To determine whether STRATEGIC-PARTNER is complying with this Agreement and/or all applicable specifications and quality standards, the COMPANY shall have the right at any reasonable time and without prior notice to STRATEGIC-PARTNER to: (1) inspect STRATEGIC-PARTNER's equipment and the Servicing Vehicles; (2) inspect STRATEGIC-PARTNER's office and garage or warehouse; (3) observe STRATEGIC-PARTNER and all employees in the performance of services; (4) inspect any job performed by STRATEGIC-PARTNER; and (5) contact and interview customers of STRATEGIC-PARTNER. The COMPANY shall have the further right at any time during business hours, and with at least three (3) days' prior notice to STRATEGIC-PARTNER, to inspect and audit, or cause to be inspected and audited, the business records, bookkeeping and accounting records, sales and income tax records and returns and other records of STRATEGIC-PARTNER's LAWN DOCTOR Business, and the books and records of any corporation or partnership which holds the Franchise. STRATEGIC-PARTNER further acknowledges and agrees that the COMPANY shall have the right to make photocopies of all such books and records. STRATEGIC-PARTNER shall fully cooperate with representatives of the COMPANY and independent accountants hired by the COMPANY to conduct any such inspection or audit. If STRATEGIC-PARTNER fails to provide any such books, records and other materials requested at such inspection/audit in the format prescribed by the COMPANY in the Operating Manual or in writing, then STRATEGIC-PARTNER shall pay the COMPANY Five Hundred Dollars (\$500.00) for each day any such requested books, records and other materials are not available to the COMPANY plus the COMPANY's reasonable expenses incurred in connection with such delay. In the event any such inspection or audit shall disclose an understatement of the Net Revenues of STRATEGIC-

PARTNER's LAWN DOCTOR Business, STRATEGIC-PARTNER shall pay to the COMPANY, within fifteen (15) days after receipt of the inspection or audit report, the royalty and service fee and any Marketing Fund contributions due on the amount of such understatement, plus interest (at the rate and on the terms provided in Section 6.C. hereof) from the date originally due until the date of payment. Further, in the event such inspection or audit is made necessary by the failure of STRATEGIC-PARTNER to furnish reports, supporting records or other information, as herein required, or to furnish such reports and information on a timely basis, or if an understatement of Net Revenues for the period of any inspection or audit (which shall not be for less than two (2) months) is determined by any such inspection or audit to be greater than three percent (3%), STRATEGIC-PARTNER shall reimburse the COMPANY for the cost of such inspection or audit, including, without limitation, the charges of any independent accountants and the travel expenses, room and board and compensation of employees of the COMPANY. The foregoing remedies shall be in addition to all other remedies and rights of the COMPANY hereunder or under applicable law.

11. **TRANSFER.**

A. **BY THE COMPANY.**

This Agreement and the Franchise are fully transferable by the COMPANY and shall inure to the benefit of any transferee or other legal successor to the COMPANY's interest herein.

B. **STRATEGIC-PARTNER MAY NOT TRANSFER WITHOUT COMPANY APPROVAL.**

STRATEGIC-PARTNER understands and acknowledges that the rights and duties created by this Agreement are personal to STRATEGIC-PARTNER (or, if STRATEGIC-PARTNER is an entity, its owner(s)) and that the COMPANY has granted the Franchise in reliance upon the COMPANY's perceptions of the individual or collective character, business skill, aptitude and financial capacity of STRATEGIC-PARTNER (or, if STRATEGIC-PARTNER is an entity, its owner(s)). Therefore, neither this Agreement, the Business Assets (or any interest therein), the Franchise (or any interest therein), nor any part or all of the ownership of STRATEGIC-PARTNER may be transferred without the COMPANY'S prior written approval, and any such transfer shall constitute a breach of this Agreement and convey no rights to or interests in this Agreement, STRATEGIC-PARTNER'S LAWN DOCTOR Business, the Business Assets or STRATEGIC-PARTNER.

C. **CONDITIONS FOR APPROVAL OF TRANSFER.**

If STRATEGIC-PARTNER and its owner(s) are in full compliance with this Agreement, the COMPANY shall not unreasonably withhold its approval of a transfer that meets all of the applicable requirements of this Section 11.C. The proposed transferee(s) or its owner(s) must be an individual of good moral character, have sufficient business experience, aptitude and financial resources to operate a LAWN DOCTOR Business, be able to personally devote full time and best efforts to a LAWN DOCTOR Business and to otherwise meet the COMPANY's then applicable standards for strategic-partners. If the transfer is of the Franchise, or of a controlling interest in STRATEGIC-PARTNER, or if it is one of a series of transfers which in the aggregate

constitutes the transfer of a controlling interest in STRATEGIC-PARTNER, all of the following conditions must be met prior to, or concurrently with, the effective date of the transfer: (1) all obligations of STRATEGIC-PARTNER incurred in connection with this Agreement and the conduct of his LAWN DOCTOR Business, including but not limited to, obligations to customers of STRATEGIC-PARTNER, must be assumed by the transferee(s); (2) STRATEGIC-PARTNER must pay all amounts owed to the COMPANY which are then due, and shall have submitted to the COMPANY all required reports and statements; (3) the transferee(s) must satisfactorily complete the training program required of new strategic-partners; (4) the transferee(s) must execute and agree to be bound by the COMPANY's then current form of standard franchise agreement and such ancillary agreements as are then customarily used by the COMPANY in the transfer of LAWN DOCTOR Businesses, which may provide for different rights and obligations than are provided by this Agreement, but which franchise agreement does not provide for payment of an Initial Franchise Fee; (5) the transferee(s) must assume all obligations of STRATEGIC-PARTNER under STRATEGIC-PARTNER's agreement with RGS for the RGS computer software program, unless otherwise provided for under a separate agreement with RGS; (6) STRATEGIC-PARTNER must pay a transfer fee to the COMPANY in an amount equal to seventy-five percent (75%) of the then current initial license fee component of the initial franchise fee payable by a strategic-partner who is new to the Lawn Doctor system; (7) STRATEGIC-PARTNER and its owner(s) must execute a general release, in form satisfactory to the COMPANY, of any and all claims against the COMPANY, its affiliates, officers, directors, employees and agents; (8) the COMPANY must approve the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect the future operations of the Franchise by such transferee(s) in compliance with the COMPANY's then standard franchise agreement and ancillary agreements; (9) the COMPANY has the right to inspect the equipment and the Servicing Vehicles to be transferred to transferee(s) and to require cleaning, repair or reconditioning thereof by STRATEGIC-PARTNER prior to transfer; (10) STRATEGIC-PARTNER and its owner(s) must execute a noncompetition covenant in favor of the COMPANY and the transferee(s), agreeing that for a period of not less than eighteen (18) months, commencing on the effective date of the transfer, he, they and the members of his and their immediate families will not have any direct or indirect interest as a disclosed or beneficial owner, investor, lender, partner, director, officer, manager, consultant, employee, representative or agent, or in any other capacity, in any Competitive Business located within (i) STRATEGIC-PARTNER's Territory, (ii) fifty (50) miles of the boundary of STRATEGIC-PARTNER's Territory, (iii) the territory of any other LAWN DOCTOR Business, or (iv) fifty (50) miles of the boundary of the territory of any other LAWN DOCTOR Business; and (11) STRATEGIC-PARTNER and its owners shall have entered into an agreement with the COMPANY agreeing to subordinate to the transferee's obligations to the COMPANY (including royalty and service fees and Marketing Fund contributions), any obligations of such transferee to make installment payments of the purchase price to STRATEGIC-PARTNER. Subsection (7) shall not apply to transfers by gift, bequest or inheritance.

D. DEATH OR INCAPACITY OF STRATEGIC-PARTNER

Upon the death or permanent incapacity of STRATEGIC-PARTNER, the executor, administrator, conservator or other personal representative of such person must transfer his interest to a third party approved by the COMPANY within six (6) months from the date of death

or permanent disability. Such transfer shall be subject to all of the terms and conditions for transfers contained in this Section 11. Failure to transfer in accordance with this Section upon such death or disability shall constitute a breach of this Agreement.

E. THE COMPANY'S RIGHT OF FIRST REFUSAL.

If STRATEGIC-PARTNER or its owner(s) shall at any time determine to sell an interest in STRATEGIC-PARTNER's LAWN DOCTOR Business, an ownership interest in STRATEGIC-PARTNER, or the Business Assets, STRATEGIC-PARTNER or its owner(s) shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to the COMPANY. The COMPANY or its designee shall have the right, exercisable by written notice delivered to STRATEGIC-PARTNER or its owner(s) within thirty (30) days after the COMPANY receives an exact copy of such offer and all other information the COMPANY requests, to purchase such interest in STRATEGIC-PARTNER's LAWN DOCTOR Business, such ownership interest in STRATEGIC-PARTNER or the Business Assets, for the price and on the terms and conditions contained in such offer, provided that: (1) the COMPANY may substitute cash for any form of payment proposed in such offer; (2) the COMPANY's credit will be deemed equal to the credit of any proposed buyer; (3) the COMPANY shall have not less than thirty (30) days to prepare for closing after notifying STRATEGIC-PARTNER of the COMPANY's election to purchase; and (4) the COMPANY must receive, and STRATEGIC-PARTNER agrees to make, all customary representations and warranties given by the seller of the assets of a business, including, without limitation, representations and warranties regarding ownership and condition of, and title to, assets and validity of contracts and the liabilities, contingent or otherwise, relating to the assets being purchased. The COMPANY may assign or delegate its rights under this Section 11.E. If the COMPANY exercises its right of first refusal, STRATEGIC-PARTNER agrees that, for eighteen (18) months beginning on the closing date, STRATEGIC-PARTNER, STRATEGIC-PARTNER's transferring owner(s), and members of his or their immediate families will be bound by the non-competition covenant contained in Section 14.D below. If the COMPANY does not exercise its right of first refusal, STRATEGIC-PARTNER or its owner(s) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to the COMPANY's approval of the purchaser as provided in Section 11.C, provided that if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of such offer to the COMPANY, or there is a material change in the terms of the sale, the COMPANY shall again have the right of first refusal herein provided.

F. OWNERSHIP STRUCTURE.

If STRATEGIC-PARTNER is an entity, STRATEGIC-PARTNER represents and warrants that its ownership structure is as set forth on Exhibit A hereto and covenants that it will not vary from that ownership structure without the prior written approval of the COMPANY.

12. **EXPIRATION OF THIS AGREEMENT.**

A. **STRATEGIC-PARTNER'S RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE.**

Subject to the provision of this Section 12, upon expiration of the initial term of this Agreement, if: (1) STRATEGIC-PARTNER has substantially complied with all of the provisions of this Agreement; and (2) STRATEGIC-PARTNER, if necessary, refurbishes and re-equips each of his Servicing Vehicles and commissions the COMPANY (or another party approved by the COMPANY), at his expense and on his behalf, to repair or replace the equipment utilized in the operation of the Franchise and is in compliance with specifications and standards then applicable for new LAWN DOCTOR Business franchises; then STRATEGIC-PARTNER shall have the right to acquire a successor franchise for the LAWN DOCTOR Business for an additional term of ten (10) years.

B. **GRANT OF A SUCCESSOR FRANCHISE.**

STRATEGIC-PARTNER must give the COMPANY written notice of his election to acquire a successor franchise at least six (6) months, but not more than twelve (12) months, before the end of the initial term of this Agreement. Within thirty (30) days after delivery of STRATEGIC-PARTNER'S notice, the COMPANY shall notify STRATEGIC-PARTNER in writing whether or not the COMPANY shall grant a successor franchise to STRATEGIC-PARTNER. If, at any time during the term of this Agreement, STRATEGIC-PARTNER fails to fully comply with this Agreement or any other agreement between STRATEGIC-PARTNER and the COMPANY, the COMPANY may refuse to grant a successor franchise by delivering a notice of the COMPANY'S refusal to grant a successor franchise, stating the reasons for such refusal. If the COMPANY'S notice indicates that the COMPANY will permit STRATEGIC-PARTNER to obtain a successor franchise, such right will be contingent upon STRATEGIC-PARTNER'S continued full compliance with this Agreement and any other agreement between the COMPANY and STRATEGIC-PARTNER.

C. **AGREEMENTS/RELEASES.**

If the COMPANY grants a successor franchise, the COMPANY and STRATEGIC-PARTNER and the owner(s) of STRATEGIC-PARTNER shall execute the COMPANY'S then current form of franchise agreement and such ancillary agreements as are used in offering franchises to operate LAWN DOCTOR Businesses (with appropriate modifications to reflect the fact that the agreements relate to the grant of a successor franchise), and the COMPANY, STRATEGIC-PARTNER and its owner(s) shall execute general releases, in form satisfactory to the COMPANY, of any and all claims against each other and their respective affiliates, officers, directors, employees and agents. Failure by STRATEGIC-PARTNER and its owner(s) to sign such agreement(s) and releases within ninety (90) days after delivery thereof to STRATEGIC-PARTNER shall be deemed an election by STRATEGIC-PARTNER not to acquire a successor franchise.

13. **TERMINATION OF FRANCHISE BY THE COMPANY.**

This Agreement shall terminate:

(1) effective upon delivery of notice of termination to STRATEGIC-PARTNER if STRATEGIC-PARTNER or its owner(s):

(a) abandons or fails to actively operate the Franchise or fails to commence operation of his LAWN DOCTOR Business as required in Section 1.C. of this Agreement;

(b) surrenders or transfers control of the LAWN DOCTOR Business without the COMPANY's prior written consent;

(c) has made any material misrepresentation or omission in his franchise application or after being granted the Franchise;

(d) fails to satisfactorily complete the training requirements described in Section 2.A. of this Agreement;

(e) is convicted of or pleads no contest to a felony, or any other crime or offense that is likely to adversely affect the reputation of STRATEGIC-PARTNER, other LAWN DOCTOR Businesses or the COMPANY;

(f) abandons, surrenders or makes an unauthorized transfer of the Franchise, the Business Assets or an ownership interest in STRATEGIC-PARTNER;

(g) makes any unauthorized use, duplication or disclosure of any Confidential Information or the Operating Manual;

(h) fails on three (3) or more separate occasions during any one year period to submit when due reports or other data, information or supporting records, to pay when due the royalty and service fees, lease payments, Marketing Fund contributions, amounts due for products and services purchased from the COMPANY or other suppliers, or other payments due to the COMPANY, or otherwise fails to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to STRATEGIC-PARTNER;

(i) submits to the COMPANY on two (2) or more separate occasions at any time during the initial term of this Agreement information, reports or supporting records which understate by more than three percent (3%) the royalty and service fees due for any period of, or periods aggregating, two or more months, and STRATEGIC-PARTNER is unable to demonstrate that such understatements resulted from inadvertent error;

(j) materially misuses or makes an unauthorized use of any Mark or commits any act which can reasonably be expected to materially impair the goodwill associated with any Mark, including but not limited to use of any Mark as part of a website domain name or electronic address in an unauthorized manner on STRATEGIC-PARTNER's website;

(k) violates any environmental, health, safety, sanitation or other regulatory law, ordinance or regulation or conducts his LAWN DOCTOR Business in a manner that presents a health or safety hazard to his customers or the public;

(l) fails to maintain the insurance the COMPANY requires from time to time;

(m) interferes with the COMPANY's right to inspect the LAWN DOCTOR Business or observe its operation, as provided in Section 10 of this Agreement;

(n) engages in any dishonest or unethical conduct which, in the COMPANY's opinion, adversely affects his LAWN DOCTOR Business' reputation, the reputation of other LAWN DOCTOR Businesses or the goodwill associated with the Marks;

(o) permits any material licenses or permits necessary for his LAWN DOCTOR Business' proper operation to be suspended, revoked or not renewed;

(p) fails to pay when due any federal, state or local income, service, sales or other taxes due on his LAWN DOCTOR Business' operation, unless STRATEGIC-PARTNER is in good faith contesting STRATEGIC-PARTNER's liability for these taxes;

(q) makes an assignment for the benefit of creditors or admits in writing its insolvency or inability to pay its debts generally as they become due; consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of STRATEGIC-PARTNER's property; the STRATEGIC-PARTNER's LAWN DOCTOR Business is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee or liquidator of STRATEGIC-PARTNER or his LAWN DOCTOR Business is not vacated within thirty (30) days following the order's entry;

(r) violates the restrictions of Section 4.B (Exclusive Relationship) or any other non-compete agreement; or

(s) at any time during the term of this Agreement defaults or fails to cure (if cure is permitted) any default under the agreement between STRATEGIC-PARTNER and RGS for the RGS computer software program, or

the agreement between STRATEGIC-PARTNER and RGS for the RGS computer software program expires or is terminated.

(2) without further action by the COMPANY or notice to STRATEGIC-PARTNER if STRATEGIC-PARTNER or its owner(s):

(a) fails to accurately report the Net Revenues of his LAWN DOCTOR Business or fails to make payments of any amounts due the COMPANY for royalty and service fees, Marketing Fund contributions or any other amounts due to the COMPANY or its affiliates hereunder, and does not correct such failure within ten (10) days after written notice of such failure is delivered to STRATEGIC-PARTNER; or

(b) fails to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedures prescribed by the COMPANY and does not: (1) correct such failure within thirty (30) days after written notice of such failure to comply is delivered to STRATEGIC-PARTNER; or (2) provide proof acceptable to the COMPANY of efforts which are reasonably calculated to correct such failure if such failure cannot reasonably be corrected within thirty (30) days after written notice of such failure to comply is delivered to STRATEGIC-PARTNER.

14. **RIGHTS AND OBLIGATIONS OF THE COMPANY AND STRATEGIC-PARTNER UPON TERMINATION OR EXPIRATION OF FRANCHISE.**

A. **PAYMENT OF AMOUNTS OWED TO THE COMPANY OR CUSTOMERS.**

STRATEGIC-PARTNER agrees to pay to the COMPANY within fifteen (15) days after the effective date of termination or expiration of the Franchise, or such later date that the amounts due to the COMPANY are determined, such royalty and service fees, Marketing Fund contributions, lease payments due for Turf Tamer Applicators or other equipment leased by STRATEGIC-PARTNER from the COMPANY, amounts owed to the COMPANY for purchases made by STRATEGIC-PARTNER, interest due on any of the foregoing, and all other amounts owed to the COMPANY which are then unpaid. STRATEGIC-PARTNER further agrees to return to his customers all amounts prepaid by such customers within fifteen (15) days after the effective date of termination or expiration of the Franchise.

B. **MARKS.**

STRATEGIC-PARTNER agrees that upon termination or expiration of the Franchise he will: (1) not directly or indirectly at any time or in any manner, including but not limited to, on a website, identify himself or any business as a current or former LAWN DOCTOR Business, or as a, strategic-partner, franchisee, licensee, owner or dealer of or as otherwise associated with the COMPANY, or use any Mark, any colorable imitation thereof or other indicia of a LAWN DOCTOR Business in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with the COMPANY; (2) return to the COMPANY or destroy all signs, brochures,

advertising materials, forms, invoices and other materials containing any Marks or otherwise identifying or relating to the LAWN DOCTOR Business; (3) take all such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to his use of any Mark; (4) remove all indicia of the Marks from all Servicing Vehicles not surrendered to or bought by the COMPANY; (5) notify the telephone company and all listing agencies of the termination or expiration of STRATEGIC-PARTNER's right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark, and to authorize transfer of same to or at the direction of the COMPANY (STRATEGIC-PARTNER acknowledges that as between the COMPANY and STRATEGIC-PARTNER, the COMPANY has the sole rights to and interest in all telephone numbers and directory listings associated with any Mark. STRATEGIC-PARTNER authorizes the COMPANY, and hereby appoints the COMPANY and any officer of the COMPANY as his attorney in fact, to direct the telephone company and all listing agencies to transfer same to the COMPANY or at its direction, should STRATEGIC-PARTNER fail or refuse to do so, and the telephone company and all listing agencies may accept such direction or this Agreement as conclusive of the exclusive rights of the COMPANY in such telephone numbers and directory listings and its authority to direct their transfer); (6) return all materials and supplies identified by the Marks within thirty (30) days after the effective date of termination or expiration of this Agreement; (7) return to the COMPANY all copies of his LAWN DOCTOR Business customer lists including past customers, present customers and customer prospects; (8) cancel any electronic address, domain name or website which displays any Mark or that identifies STRATEGIC-PARTNER as associated with the COMPANY or the LAWN DOCTOR Business; (9) furnish to the COMPANY, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to the COMPANY of STRATEGIC-PARTNER's compliance with the foregoing obligations. STRATEGIC-PARTNER acknowledges that his LAWN DOCTOR Business customer lists and contracts are derived from and a result of his operating a LAWN DOCTOR franchise. Therefore, STRATEGIC-PARTNER agrees that such customer lists and contracts may not be used in connection with any business other than the LAWN DOCTOR Business, and may not be used by, or sold or otherwise transferred to, a third party except as otherwise specifically provided in this Agreement.

C. RETURN OF EQUIPMENT AND OPERATING MANUALS.

STRATEGIC-PARTNER agrees that upon termination or expiration of the Franchise, he will immediately cease to use the Confidential Information of the COMPANY disclosed to STRATEGIC-PARTNER pursuant to this Agreement in any business or otherwise and return to the COMPANY all copies of the Operating Manual for the LAWN DOCTOR Business that have been loaned to him by the COMPANY and all Turf Tamer Applicators and any other equipment which the COMPANY has loaned or leased to STRATEGIC-PARTNER.

D. COVENANT NOT TO COMPETE.

Upon termination of this Agreement by the COMPANY in accordance with the provisions of this Agreement, or by STRATEGIC-PARTNER without cause, or upon expiration of this Agreement (if the COMPANY refuses to grant a successor franchise, as provided in Section 12, or STRATEGIC-PARTNER elects not to acquire a successor franchise), STRATEGIC-PARTNER and its owner(s) agree that for a period of eighteen (18) months,

commencing on the effective date of termination or expiration, or the date on which STRATEGIC-PARTNER ceases to conduct the business conducted pursuant to this Agreement, whichever is later, neither STRATEGIC-PARTNER, its owner(s) nor the members of his and their immediate families will have any interest as a disclosed or beneficial owner, investor, lender, partner, director, officer, manager, consultant, employee, representative or agent, or in any other capacity, in any Competitive Business located within (i) STRATEGIC-PARTNER's Territory, (ii) fifty (50) miles of the boundary of STRATEGIC-PARTNER's Territory, (iii) the territory of any other LAWN DOCTOR Business in operation or in the process of opening on the later of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Subsection begin to comply with this Subsection, or (iv) fifty (50) miles of the boundary of the territory of any other LAWN DOCTOR Business in operation or in the process of opening on the later of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Subsection begin to comply with this Subsection.

E. **CONTINUING OBLIGATIONS.**

All obligations of the COMPANY and STRATEGIC-PARTNER which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

15. **ENFORCEMENT.**

A. **SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.**

Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which the COMPANY is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties hereto, although any portion held to be invalid shall be deemed not to be a part of this Agreement from the date the time for appeal expires, if STRATEGIC-PARTNER is a party thereto; otherwise upon STRATEGIC-PARTNER's receipt of written notice of non-enforcement thereof from the COMPANY. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be enforceable by reducing any part or all thereof, STRATEGIC-PARTNER and the COMPANY agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to enter into a successor franchise agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by the COMPANY is invalid or unenforceable, the prior notice and/or

other action required by such law or rule shall be substituted for the comparable provisions hereof, and the COMPANY shall have the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Such modification(s) to this Agreement shall be effective only in such jurisdiction, unless the COMPANY elects to give it greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions. STRATEGIC-PARTNER agrees to be bound by any such modification to this Agreement.

B. WAIVER OF OBLIGATIONS.

The COMPANY and STRATEGIC-PARTNER may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other. Any waiver granted by the COMPANY shall be without prejudice to any other rights the COMPANY may have, will be subject to continuing review by the COMPANY and may be revoked, in the COMPANY's sole discretion, at any time and for any reason, effective upon delivery to STRATEGIC-PARTNER of ten (10) days' prior written notice. The COMPANY and STRATEGIC-PARTNER shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of the COMPANY or STRATEGIC-PARTNER to exercise any rights under this Agreement or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by the COMPANY to exercise any right, power or option, whether of the same, similar or different nature, with respect to other LAWN DOCTOR Businesses; or the acceptance by the COMPANY of any payments due from STRATEGIC-PARTNER after any breach of this Agreement.

Neither the COMPANY nor STRATEGIC-PARTNER shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy, or the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof; (3) acts of God; (4) fires, strikes, embargoes, war or riot; or (5) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of royalty and service fees, Marketing Fund contributions or lease payments due thereafter.

C. INJUNCTIVE RELIEF.

Notwithstanding anything to the contrary contained in Subsection F of this Section, either party may institute in a court of competent jurisdiction an action or actions for temporary or preliminary injunctive relief; provided, however, that such party shall contemporaneously submit the dispute for arbitration on the merits in accordance with Subsection F of this Section. STRATEGIC-PARTNER agrees that the COMPANY may have such temporary or preliminary

injunctive relief without bond, but upon due notice, and STRATEGIC-PARTNER's sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby).

D. RIGHTS OF PARTIES ARE CUMULATIVE.

The rights of the COMPANY and STRATEGIC-PARTNER hereunder are cumulative and no exercises or enforcement by the COMPANY or STRATEGIC-PARTNER of any right or remedy hereunder shall preclude the exercise or enforcement by the COMPANY or STRATEGIC-PARTNER of any other right or remedy hereunder or which the COMPANY or STRATEGIC-PARTNER is entitled by law to enforce.

E. COSTS AND ATTORNEYS' FEES.

If the COMPANY incurs expenses in connection with STRATEGIC-PARTNER's failure to pay when due amounts owing to the COMPANY, to submit when due any reports, information or supporting records or otherwise to comply with this Agreement, STRATEGIC-PARTNER shall reimburse the COMPANY for any such costs and expenses which it incurs, including but not limited to reasonable legal, arbitrators', accounting and related fees.

F. ARBITRATION.

Subject to Subsection C above (entitled "Injunctive Relief"), all controversies, disputes or claims between the COMPANY (its affiliates, and their respective shareholders, officers, directors, agents, employees, successors and assigns) and STRATEGIC-PARTNER (its owners, guarantors and their respective officers, directors, agents, employees, successors and assigns) arising out of or related to:

- (1) STRATEGIC-PARTNER's operation of the LAWN DOCTOR Business;
- (2) this Agreement or any other agreement between the parties or any provision of such agreements;
- (3) the relationship of the parties hereto;
- (4) the validity of this Agreement or any other agreement between the parties or any provision of such agreements; or
- (5) any specifications, standards or procedures relating to the establishment or operation of the LAWN DOCTOR Business

shall be submitted for binding arbitration before one arbitrator, and except as this Subsection F otherwise provides, in accordance with the then current commercial arbitration rules of the American Arbitration Association. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) shall be governed by it.

Arbitration shall take place at a location specified by the arbitrator within ten (10) miles of the COMPANY's then-current principal place of business. The arbitrator shall have no authority to select a hearing locale other than as described in the prior sentence. The award of the arbitrator shall be final and judgment upon the award may be entered in any court of competent jurisdiction. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred.

The COMPANY and STRATEGIC-PARTNER agree that arbitration shall be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between the COMPANY and STRATEGIC-PARTNER shall not be consolidated with any other arbitration proceeding involving the COMPANY and any other natural person, association, corporation, partnership or other entity. Notwithstanding the foregoing or anything to the contrary in this Subsection F or Section 15.A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Subsection E, then all parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with this Article 15 (excluding this Section 15.F).

The COMPANY and STRATEGIC-PARTNER waive any right to or claim for punitive or exemplary damages, except punitive or exemplary damages allowed under federal statute.

The provisions of this Subsection F shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

G. GOVERNING LAW.

All matters relating to arbitration shall be governed by the Federal Arbitration Act. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement, the Franchise and the relationship of the parties shall be governed by the laws of the State of New Jersey, without regard for its conflicts of laws principles.

H. JURISDICTION.

With respect to actions described in Subsection C above and any other actions not subject to arbitration under Subsection F above, STRATEGIC-PARTNER and the COMPANY agree that any action arising under this Agreement or otherwise as a result of the relationship between STRATEGIC-PARTNER and the COMPANY must be commenced in a state or federal court of competent jurisdiction in the State of New Jersey. STRATEGIC-PARTNER irrevocably submits to the jurisdiction of such courts and waives any objection he may have to either the jurisdiction or venue of such court.

I. **WAIVER OF PUNITIVE DAMAGES.**

The parties waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages, except punitive or exemplary damages allowed under federal statute. The parties agree that, in the event of a dispute between them, the party making a claim shall be limited to recovery of any actual damages it sustains.

J. **WAIVER OF JURY TRIAL.**

Each party irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

K. **STRATEGIC-PARTNER MAY NOT WITHHOLD PAYMENTS.**

STRATEGIC-PARTNER agrees that he will not, on grounds of the alleged nonperformance by the COMPANY of any of its obligations hereunder, withhold payment of any royalty and service fees, Marketing Fund contributions, lease payments, amounts due to the COMPANY for purchases by STRATEGIC-PARTNER or any other amounts due to the COMPANY.

L. **BINDING EFFECT.**

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Subject to the COMPANY's right to modify the Operating Manual, this Agreement shall not be modified except by written agreement signed by STRATEGIC-PARTNER and the COMPANY.

M. **LIMITATIONS OF CLAIMS.**

Any and all claims, except claims for monies due the COMPANY, arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date STRATEGIC-PARTNER or the COMPANY knew or should have know of the facts giving rise to such claims.

N. **CONSTRUCTION.**

The preambles and exhibits are a part of this Agreement, which together with the Operating Manual, constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between the COMPANY and STRATEGIC-PARTNER relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require STRATEGIC-PARTNER to waive reliance on any representation that the COMPANY made in the most recent disclosure document (including its exhibits and amendments) that the COMPANY delivered to STRATEGIC-PARTNER or its representative. The term "STRATEGIC-PARTNER" as used herein is applicable to one or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time STRATEGIC-PARTNER hereunder, their obligations and liabilities to

the COMPANY shall be joint and several. References to "STRATEGIC-PARTNER" and "transferee" which are applicable to an individual or individuals shall mean the principal owner(s) of the equity or operating control of STRATEGIC-PARTNER or the transferee, if STRATEGIC-PARTNER or the transferee is a corporation or partnership. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs. The words "include" and "including" are meant to be illustrative and not exhaustive and are deemed to be read in all cases as "including, without limitation" and/or "including but not limited to."

Except where this Agreement expressly obligates the COMPANY reasonably to approve or not unreasonably to withhold its approval of any action or request by STRATEGIC-PARTNER, the COMPANY has the absolute right to refuse any request by STRATEGIC-PARTNER or to withhold its approval of any action by STRATEGIC-PARTNER that requires the COMPANY's approval. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

16. **NOTICE AND PAYMENTS.**

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered at the time delivered by hand; one (1) business day after transmission by facsimiles, telecopy, telegraph or comparable electronic system; one (1) business day after being placed in the hands of a commercial carrier service for next business day delivery; or three (3) business days after placement in the mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, to the address set forth herein, or to such other address as designated in writing by the COMPANY or STRATEGIC-PARTNER. Any required payment or report which the COMPANY does not actually receive at the correct address during regular or business hours on the date due (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement in multiple counterparts on the day and year first above written.

LAWN DOCTOR, INC., a New Jersey corporation

By: _____ Individually
Scott D. Frith, Chief Executive Officer
Date*: _____
Date: _____
(*Effective date of this Agreement)

_____, Individually
STRATEGIC-PARTNER
Date: _____

EXHIBIT A
TO THE LAWN DOCTOR FRANCHISE AGREEMENT
OWNERS OF STRATEGIC-PARTNER

1. **Owners:** STRATEGIC-PARTNER and its owners represent and warrant the following list includes the full name and mailing address of each person who is one of STRATEGIC-PARTNER's owners, or an owner of one of STRATEGIC-PARTNER's owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	<u>Owner's Name and Address</u>	<u>Percentage/Description of Interest</u>
(a)	_____	_____

(b)	_____	_____

(c)	_____	_____

(d)	_____	_____

As of the date hereof there are _____ (_____) ownership interests authorized and there are _____ (_____) ownership interests which are issued and outstanding. There are no other authorized classes of shares.

_____ Individually STRATEGIC-PARTNER	_____ Individually STRATEGIC-PARTNER
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Date: _____	Date: _____
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_____ Individually STRATEGIC-PARTNER	_____, Individually STRATEGIC-PARTNER
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Date: _____	Date: _____
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EXHIBIT B

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

The undersigned Franchisee authorizes Lawn Doctor, Inc. ("Franchisor") to debit fees due and payable under the Franchise Agreement(s), including but not limited to Royalty and Service Fees, Marketing Fund Contributions, equipment rental payments, parts purchases, technology fees, conference registration fees, material purchases, interest, late fees and/or payment rejection fees from the bank account listed below.

BANK ACCOUNT INFORMATION

Bank Name: _____ Account Type: Business Personal

Branch Address: _____ Account Type: Checking Savings

Bank City: _____ Bank State or Province: _____

FEIN #: _____

Account Number: _____ Bank Routing #: _____

Please include a void check from this account when submitting this form.

In the event Franchisee fails to submit a Service Fee Report in a timely fashion, Franchisee authorizes Franchisor to debit estimated Royalty and Service Fees and Marketing Fund Contributions in the amount of the last submitted Service Fee Report. Upon receipt of the delinquent Service Fee Report, Franchisor will credit or debit Franchisee's account the difference between the estimated and actual fees, and will also charge a fee of 1.0% of the total due for each month that the Service Fee Report was late.

Franchisee will incur a per occurrence fee of Twenty Dollars (\$20.00) if any EFT payment is rejected by the above referenced bank account.

This Authorization is irrevocable and shall remain in effect for so long as the Franchise Agreement(s) remains in effect. Franchisee shall notify Franchisor in writing of any changes to bank account information at least thirty (30) days in advance of the date the first debit is scheduled to be initiated from the new bank. The new bank account will be subject to this Authorization as if it had been in effect at the time this Agreement was signed.

Name of Franchisee: _____

Franchisee's Name: _____

Signature: _____

Date: _____

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made this _____ day of _____, 20____ **BETWEEN:**

LAWN DOCTOR, INC., a New Jersey corporation
(hereafter called "Company")

- and -

_____, an individual

(hereafter called "Strategic-Partner")

- and -

(hereafter called "Assignee")

RECITALS:

WHEREAS, Strategic-Partner and Company entered into that certain Lawn Doctor Franchise Agreement dated _____ (the "Franchise Agreement"), which Franchise Agreement is incorporated herein by this reference, for the operation of a Lawn Doctor lawn care and conditioning service business (the "Business");

WHEREAS, concurrently with the Franchise Agreement, Company and Strategic-Partner entered into a Turf Tamer Power Seeder Equipment Lease, a Turf Tamer Stand-On Applicator Equipment Lease, an Extranet Agreement, and a Promissory Note. **[DELETE ANY THAT DO NOT APPLY.]** These agreements, together with the Franchise Agreement, are hereinafter referred to as the "Agreements."

WHEREAS, Strategic-Partner wishes to assign his interest in the Agreements to Assignee, effective on the _____ day of _____, 20____ (hereafter called the "Effective Date"); and

WHEREAS, the Agreements prohibit Strategic-Partner from assigning them without the consent of Company and without first complying with certain requirements.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Assignment.** Strategic-Partner hereby transfers, sets over and assigns to Assignee, as of the Effective Date, all of Strategic-Partner's right, title and interest in and to the Agreements, subject to Assignee's timely observance and performance of Strategic-Partner's covenants contained in the Agreements and all agreements relating thereto, including, without limitation, the punctual payment of all sums payable thereunder from time to time.

2. **Assumption.** Assignee hereby assumes all of Strategic-Partner's obligations, agreements, commitments, duties and liabilities under the Agreements and all agreements relating thereto and agrees to be bound by and faithfully to perform and observe at all times during the initial or any renewal terms of the Agreements all of Strategic-Partner's obligations, agreements, commitments and duties with the same force and effect as if the Agreements were originally written with Assignee as the Strategic-Partner, including, without limitation, the payment of all sums reserved thereby.

3. **Company Consent.** Company hereby consents to the assignment subject to Strategic-Partner's and Assignee's jointly and severally agreeing to pay to Company immediately upon demand any and all monies owed by Strategic-Partner to Company or any subsidiary or affiliate of Company as of the Effective Date.

4. **Strategic-Partner's Obligations.** Strategic-Partner covenants and agrees that he shall be jointly and severally liable for Assignee's performance of its obligations under the Agreements and bound by all of the provisions of the Agreements, and nothing contained herein shall be deemed to relieve Strategic-Partner of his obligations under the Agreements.

5. **Future Assignments.** Company's consent herein shall not be construed as a waiver by Company of its required consent to any further assignment of any of the Agreements, which assignment shall be effected only in accordance with the terms of such Agreements.

6. **Interests in Assignee.** Assignee and Strategic-Partner jointly and severally covenant and agree that, as long as the Franchise Agreement remains in full force and effect:

(a) Strategic-Partner shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise sell, assign, transfer, convey, donate, pledge, mortgage or otherwise encumber any shares or other ownership interests of Assignee now or hereafter owned or controlled by Strategic-Partner without obtaining Company's prior written consent in accordance with the Franchise Agreement. Assignee shall be a newly organized entity and its articles of incorporation, membership agreement, or other governance document shall at all times provide that its activities are confined exclusively to operating the Business.

(b) Strategic-Partner shall own not less than fifty-one percent (51%) of the equity and voting power of all issued and outstanding capital stock, membership interest, or other ownership interest of Assignee. For the purposes hereof, voting shares include shares of any class or classes (however designated) having ordinary voting power under all circumstances, the exercise of which is not restrained by the existence of any agreement,

whether written or oral. Assignee shall maintain stop-transfer instructions on its records of any ownership interests, and each stock certificate or other documentation thereof shall have conspicuously endorsed on its face a statement in a form satisfactory to Company that it is held subject to, and that further assignment or transfer thereof is limited by, all restrictions imposed upon assignments by the Franchise Agreement.

(c) In the event Strategic-Partner or Assignee shall transfer or issue any shares or other ownership interests of Assignee, any new owners shall be obligated to execute a written agreement with Company undertaking to be bound by the provisions of the Agreements, including the restrictions on any change in control of Assignee and the non-compete and nondisclosure covenants, and agreeing to be jointly and severally liable for Assignee's performance of the Agreements. Contemporaneously with the appointment or election of any person as a director or officer of Assignee, Strategic-Partner and Assignee shall cause such person to execute a written agreement with Company undertaking to be bound by the non-compete and nondisclosure covenants contained in the Franchise Agreement.

(d) Attached as Exhibit A is a list of all of the owners of Assignee as of the Effective Date. Assignee shall furnish to Company, immediately upon all transfers or issuances of ownership interests of Assignee, a revised version of Exhibit A.

(e) Assignee agrees that it will not use the Marks (as that term is defined in the Franchise Agreement) or any name deceptively similar thereto as part of its corporate or trade name.

(f) Assignee shall not engage in any business or activity that competes with Company, the Business or the Lawn Doctor system; provided, however, Company may permit Assignee to engage in other non-competitive business activities provided Assignee obtains the prior written consent of Company, which may be withheld by Company in its sole discretion.

[FOR USE IN ALL STATES EXCEPT WHERE STRATEGIC-PARTNER OR ANY OF ITS OWNERS ARE LOCATED IN CALIFORNIA:

7. **Release.** In further consideration of Company's granting its approval of the assignment under this Agreement, Strategic-Partner, on behalf of itself and its current and former affiliates, agents, principals, officers, directors, shareholders, employees, representatives, attorneys, parents, subsidiaries, divisions and successors and assigns (the "Strategic-Partner Group") hereby releases Company, its affiliates and its current and former agents, principals, officers, directors, shareholders, employees, representatives, attorneys, parents, subsidiaries, divisions, and successors and assigns (the "Company Group"), of and from any and all manner of obligation, debt, liability, tort, covenant, contract, agreement, undertaking, and account, and any and all claims or causes of action, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims") which any of the Strategic-Partner Group now has, ever had, or may have, against any of the Company Group, from the beginning of time through the

date of this Agreement. With respect to the Claims released under this Section 7, Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, acknowledges that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this release, but that it is their intention, subject to the terms and conditions of this Section 7, fully, finally and forever to settle and release all such Claims against any of the Company Group, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the release given under this Section 7 shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts.

Strategic-Partner warrants and represents, and also on behalf of the other members of the Strategic-Partner Group, that they have not assigned or otherwise transferred any Claim or cause of action released by this Section 7.

Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, further covenants not to sue any of the Company Group on any of the Claims released by this Section 7 or to act as a consultant, advisor, or expert witness for any other party that sues any of the Company Group.]

[FOR USE WHERE STRATEGIC-PARTNER OR ANY OF ITS OWNERS ARE LOCATED IN CALIFORNIA:

7. Release of Company Group by Strategic-Partner Group.

(a) **Release.** In further consideration of Company's granting its approval of the assignment under this Agreement, Strategic-Partner, on behalf of itself and its current and former affiliates, agents, principals, officers, directors, shareholders, employees, representatives, attorneys, parents, subsidiaries, divisions and successors and assigns (the "Strategic-Partner Group") hereby releases Company, its affiliates and its current and former agents, principals, officers, directors, shareholders, employees, representatives, attorneys, parents, subsidiaries, divisions, and successors and assigns (the "Company Group"), of and from any and all manner of obligation, debt, liability, tort, covenant, contract, agreement, undertaking, and account, and any and all claims or causes of action, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims") which any of the Strategic-Partner Group now has, ever had, or may have, against any of the Company Group, from the beginning of time through the date of this Agreement. Strategic-Partner warrants and represents, and also on behalf of the other members of the Strategic-Partner Group, that they have not assigned or otherwise transferred any Claim or cause of action released by this Section 7(a).

Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, further covenants not to sue any of the Company Group on any of the Claims released by this Section 7(a) or to act as a consultant, advisor, or expert witness for any other party that sues any of the Company Group.

(b) **Waiver of Section 1542 Rights.** In granting the release under Section 7(a), Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, waives all rights and benefits which any of them now has or in the future may have under and by virtue of the terms of Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, waives and relinquishes every right or benefit which any of them has under Section 1542 of the Civil Code of the State of California, and any similar statute or right under any other law, to the fullest extent that the right or benefit may lawfully be waived. In connection with this waiver and relinquishment, with respect to the Claims released under Section 7(a), Strategic-Partner, on behalf of itself and the other members of the Strategic-Partner Group, acknowledges that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention, subject to this Agreement's terms and conditions, fully, finally, and forever to settle and release all such Claims which now exist, may exist, or did exist, and, in furtherance of such intention, the release given under Section 7(a) shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.]

8. **Nonwaiver.** Company's consent to the assignment shall not constitute a waiver of any claims it may have against Strategic-Partner nor shall it be deemed a waiver of Company's right to demand Assignee's exact compliance with the terms of the Agreements.

9. **Notices.** All notices, requests, demands or other communications to be delivered to the parties hereto may be delivered in the same manner as described in the Franchise Agreement.

10. **Acknowledgment.** Assignee acknowledges that it has received a copy of the Agreements and is familiar with, and agrees to abide by, the terms, covenants and conditions contained therein on the part of Strategic-Partner.

11. **Conflicting Provisions.** If there is any conflict between the provisions of this Agreement and the provisions of the Agreements, the provisions of this Agreement shall prevail.

12. **Time of the Essence.** Time shall be of the essence in this Agreement.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, without regard for its conflicts of laws principles.

14. **Binding Effect.** This Agreement shall inure to the benefit of Company and its successors and assigns and shall be binding upon Strategic-Partner and Assignee and their respective successors, assigns and legal representatives.

15. **Joint and Several Liability.** In the event there is more than one Strategic-Partner or if Strategic-Partner is comprised of more than one entity, their liability hereunder shall be joint and several.

IN WITNESS WHEREOF the parties have duly executed this Agreement on the day stated on page one hereof.

COMPANY: LAWN DOCTOR INC., a New Jersey corporation

By: _____

Its: Chief Executive Officer, Scott D. Frith

STRATEGIC-PARTNER: _____

By: _____, Individually

ASSIGNEE: _____, a _____ corporation/limited liability company/other _____ (please specify)

By: _____

Print Name: _____

Title _____

EXHIBIT A

OWNERS OF ASSIGNEE

1. **Owners:** Assignee and its owners represent and warrant the following list includes the full name and mailing address of each person who is one of Assignee's owners, or an owner of one of Assignee's owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

<u>Owner's Name and Address</u>	<u>Percentage/Description of Interest</u>
(a) _____ _____	_____
(b) _____ _____	_____
(c) _____ _____	_____
(d) _____ _____	_____

As of the date hereof there are _____ (_____) ownership interests authorized and there are _____ (_____) ownership interests which are issued and outstanding. There are no other authorized classes of shares.

_____ Individually _____ Individually
ASSIGNEE ASSIGNEE

Date: _____ Date: _____

_____ Individually _____, Individually
ASSIGNEE ASSIGNEE

Date: _____ Date: _____

EXHIBIT D

TURF TAMER STAND-ON APPLICATOR EQUIPMENT LEASE AGREEMENT



Lease No.: _____

Franchise Name: Lawn Doctor of _____

Transferred To: _____

TURF TAMER STAND-ON APPLICATOR EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _____ day of _____, 20_____, by and between LAWN DOCTOR, INC., a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733-2092 ("Lessor") and _____, a(n) _____ with its principal office at _____, _____ ("Lessee").

WITNESSETH:

In consideration of the rent to be paid to Lessor and the mutual covenants and agreements hereinafter set forth, the parties mutually agree as follows:

1. AGREEMENT TO LEASE.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one (1) LAWN DOCTOR® Turf Tamer® Stand-On Applicator (Serial Number _____) together with all accessories and components affixed or related thereto (the "Equipment"). At Lessor's option any or all of the Equipment may be new and unused or used and fully reconditioned. All reconditioned Equipment shall be equivalent to new Equipment in function and appearance. Lessee is leasing the Equipment in connection with the operation of its LAWN DOCTOR business primarily within the "Area of Primary Responsibility" described in that certain Franchise Agreement between Lessor and Lessee dated _____ (the "Franchise Agreement"). Lessee shall not use the Equipment in any business or manner other than in the conduct of its LAWN DOCTOR business pursuant to the Franchise Agreement.

2. DELIVERY.

Lessor will deliver, and Lessee agrees to take possession of, the Equipment at Lessor's principal office or the manufacturing or assembly facility at which the manufacture or reconditioning of the Equipment is completed. Lessor agrees to exert its best efforts to effect delivery of the Equipment on or before _____, 20___. Said delivery date is approximate and Lessor shall not be liable to Lessee for any loss of business or otherwise due to a delay in delivery which is not willful or grossly negligent. Lessor assumes all risk of loss until

delivery.

3. TERM.

The term of this Lease is six (6) years commencing upon the date of delivery of the Equipment to Lessee.

4. RENT.

Lessee shall pay to Lessor as rent for such Equipment (1) a lump sum payment of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$13,500.00), plus sales tax, upon the execution of this Lease; or (2) an amount equal to SEVENTEEN THOUSAND SIX HUNDRED THIRTY SIX DOLLARS AND NINETY SIX CENTS (\$17,636.96), plus sales tax payable as follows: THREE THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$3,350.00), plus sales tax, upon execution of this Lease, the remainder to be paid in seventy two (72) equal monthly installments of ONE HUNDRED NINETY EIGHT DOLLARS AND FORTY THREE CENTS (\$198.43), plus sales tax, commencing on the tenth (10th) day of each month, commencing on _____, 20____ and ending _____, 20____.

All amounts which Lessee owes to Lessor shall bear interest after the due date at the highest applicable legal rate for open account business credit in the state of Lessee's domicile, not to exceed one and one-half percent (1.5%) per month. Lessee acknowledges that this shall not constitute Lessor's agreement to accept such payments after same is due or a commitment by Lessor to extend credit to, or otherwise finance Lessee's LAWN DOCTOR business.

5. EXPIRATION OF THE LEASE.

Upon expiration of this Lease, Lessee shall have the right to exercise one of the following options:

(a) Lessee may return the Equipment and enter into a new lease agreement with Lessor under the then-current form of lease agreement used by Lessor. In the event Lessee exercises this option, the new equipment will be delivered in exchange for the old Equipment, provided that Lessee pays applicable rent as specified therein; or

(b) Lessee may retain the Equipment leased hereunder for an additional six (6) year period without any further obligation for rent to Lessor, provided that for and in consideration of such arrangement Lessee agrees to execute the then-current lease agreement at Lessor's sole discretion; provided, however, that Lessee shall not be required to make any additional payments to Lessor in connection with such lease agreement.

6. LESSOR'S WARRANTIES.

Lessor warrants that it has the right to lease the Equipment to Lessee, and that at the time of delivery the Equipment will be free of all liens and encumbrances other than a security interest

given to, or a lease-financing agreement with, a lending institution. Lessor shall repair or supply replacements for all defective parts of the Equipment as Lessor in its sole discretion deems necessary upon inspection. This warranty does not cover or extend to any part damaged by improper maintenance or use of the Equipment. Lessee shall pay all labor charges incurred in replacing defective parts. EXCEPT AS OTHERWISE PROVIDED HEREIN, LESSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF ANY ASPECT OF THE EQUIPMENT. LESSEE HAS MADE AN INDEPENDENT INVESTIGATION OF THE EQUIPMENT AND IN ENTERING INTO THIS LEASE HAS RELIED SOLELY UPON HIS OWN INVESTIGATION AND HAS PLACED NO RELIANCE UPON, NOR HAS HE ACTED UPON, ANY REPRESENTATIONS OR WARRANTIES OF LESSOR OR LESSOR'S AGENTS WHICH ARE NOT SPECIFICALLY SET FORTH HEREIN. LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY INADEQUACY, DEFECT OR DEFICIENCY RELATING TO THE EQUIPMENT. LESSEE'S RECOURSE FOR ANY SUCH ACTUAL OR ALLEGED CLAIM, LOSS, DAMAGE OR EXPENSE SHALL BE LIMITED TO THE RETURN OF THE EQUIPMENT TO LESSOR AND TERMINATION OF THIS LEASE. FURTHER, THIS WARRANTY DOES NOT COVER OR EXTEND TO ANY LOSS OF BUSINESS OR OTHER COSTS INCURRED BY LESSEE DUE TO THE USE OF THE EQUIPMENT, NOR DOES IT COVER OR EXTEND TO ANY PART DAMAGED BY IMPROPER MAINTENANCE OR OPERATION OF THE EQUIPMENT.

7. MAINTENANCE, REPAIR AND RETURN.

Lessee shall, at his sole expense, keep the Equipment clean and in good repair, condition and working order and free from dents, rust and any other damage or deterioration and shall promptly replace or repair all damaged parts and accessories. Lessee shall purchase replacement parts and accessories exclusively from Lessor at Lessor's cost plus a reasonable handling charge or replacement parts and accessories of approved manufacturers. Such parts and accessories shall be deemed to be the sole property of Lessor. Replacement of defective and damaged parts and other repairs to the Equipment shall be effected strictly as prescribed in the applicable Equipment manuals. Upon expiration or termination of this Lease, Lessee shall immediately disassemble the Equipment as prescribed in the applicable Equipment manuals and crate and ship the Equipment to a location designated by Lessor in clean and good condition, repair and working order, and free from dents, rust and all other damage and deterioration, excepting only ordinary wear and tear. Lessee agrees to pay the cost of any parts or labor required to place the Equipment in such condition. Lessor shall pay the cost of disassembly, crating and transport. At Lessor's request, Lessee shall store the disassembled and crated Equipment without charge for a reasonable period, not to exceed six (6) months and will exercise reasonable care to safeguard such stored Equipment.

8. ALTERATIONS.

Lessee may not make any alterations, modifications, additions, subtractions or improvements to the Equipment without Lessor's prior written consent (the "Alterations"). If

Lessor consents to any Alterations, any such Alterations shall become the property of Lessor and shall be deemed to be a part of the Equipment.

9. TITLE.

The Equipment shall at all times be the sole property of Lessor, and Lessee shall have no proprietary interest therein except the right to use the Equipment during the term of this Lease and any extensions thereof. Title to the Equipment shall at all times remain exclusively with Lessor (or its lessor under a lease-financing agreement). Lessee, at his sole cost and expense, shall protect and defend Lessor's title in and/or rights to the Equipment and shall at all times keep the Equipment free and clear of and from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind or nature whatsoever. Lessee shall not perform or permit any act or do or permit anything to be done whereby Lessor's title or rights may be encumbered or impaired. Lessee shall give Lessor immediately written notice of any attempted or completed seizure by process of law or otherwise affecting or relating to the Equipment and agrees to indemnify and hold Lessor harmless from any loss or damage caused thereby. Lessee shall cooperate with Lessor to file, register or record this Lease and/or any memorandum or notice thereof in such governmental offices as Lessor may determine or wherever Lessor determines the same to be required or permitted by and advisable under law, for the proper protection of Lessor's (or its lessor's) title to the Equipment. No name plates, labels, identifying numbers, trade names, trademarks or other commercial symbols identifying Lessor or any other company or in any way indicating Lessor's (or its lessor's) title to the Equipment may be removed, changed, covered, obliterated or obscured in any manner. Upon request of Lessor, Lessee shall affix to the Equipment in the place designated by Lessor such identifying plates as are supplied by Lessor.

10. DAMAGE AND DESTRUCTION.

No loss of the Equipment or any part thereof due to theft or any other cause, and no damage to or destruction of the Equipment or any part thereof from fire, collision, vandalism, lightning, windstorm or any other cause shall excuse Lessee of any of the obligations under this Lease (including the obligation to pay rent). Lessee agrees, at his sole expense, to maintain insurance on behalf of and payable to Lessor, for the full replacement value of the Equipment and all related accessories and components, against loss, damage or destruction from theft, fire, collision, vandalism, lightning, windstorm and other peril generally included in a broad form extended coverage insurance, for the full insurable value of the Equipment as specified by Lessor, subject to a deductible amount not to exceed One Thousand Dollars (\$1,000.00). Lessee shall be responsible for any loss, damage or destruction not covered by such insurance, including any deductible amount. Lessee shall report any loss, damage or destruction to Lessor within forty eight (48) hours after it becomes known or should have become known to Lessee. In the event of such loss, damage or destruction, upon written notice thereof, Lessor shall replace such lost, damaged or destroyed Equipment or component thereof. Lessee shall return to Lessor, at Lessee's expense, any salvageable parts of any destroyed Equipment. "Destruction" shall mean damage to the Equipment or any component thereof for which the cost of repair equals or exceeds fifty percent (50%) of the insurable value of the Equipment or part thereof. Notwithstanding the foregoing, Lessor may at its option replace the lost, damaged or destroyed Equipment with equipment currently being provided to new franchisees.

11. LIABILITY INSURANCE.

During the term of this Lease, Lessee, at its sole expense, shall maintain in force for the benefit of Lessor and Lessee, the following insurance, all to be obtained from insurance companies rated A- :VII or better by Alfred M. Best & Company, Inc.: comprehensive general liability insurance (including products and completed operations liability) on an occurrence basis against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the use of the Equipment and any products or materials used in conjunction with the operation of the Equipment. Such insurance shall afford protection at minimum limits of One Million Dollars (\$1,000,000) combined single limit each occurrence, Two Million Dollars (\$2,000,000) combined single limit aggregate, One Million Dollars (\$1,000,000) combined single limit products and completed operations aggregate, and shall contain all standard comprehensive or commercial general liability broad form terms and conditions. Coverage for application of herbicides must be included. All policies shall provide for ten (10) days' notice to Lessor prior to cancellation for any cause. Lessee and Lessor shall be named insured on all such policies.

12. EVIDENCE OF INSURANCE.

Annually, Lessee must obtain from its insurance agent and provide to Lessor evidence of insurance on an ACORD form 25-S (or other form specified by Lessor) and name Lessor as an additional insured with respect to the Equipment. Lessee also must obtain from its insurance agent and provide to Lessor a valid Evidence of Property Insurance on an ACORD form 27 (or other form specified by Lessor) listing the Equipment and amounts of insurance. If Lessor so requires, such insurance policy or policies shall be held by it or by such lending institution. If Lessee fails or refuses to maintain required insurance coverage in full force and effect or to furnish satisfactory evidence thereof, Lessor, at its option and in addition to any other rights and remedies it may have, may obtain such insurance coverage on behalf of Lessee and Lessee shall fully cooperate with Lessor in its effort to obtain such insurance policies and pay to Lessor, on demand, any costs and premiums incurred by Lessor. All amounts expended by Lessor in connection therewith shall be deemed additional rent due from Lessee.

13. INSPECTION.

Lessor shall have the right at any time during business hours to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

14. INDEMNITIES.

Lessee agrees to indemnify and hold harmless Lessor, its shareholders, directors, officers, employees, agents, successors and assigns from and against any liability for all losses, damages, injuries, claims, demands, taxes, costs and expenses (including without limitation reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) directly or indirectly arising out of or relating to the use, operation or condition of the Equipment or any chemical or other products or materials used in conjunction with the operation of the Equipment regardless of where, how, and by

whom used. Lessee shall assume the cost of defense of all suits and other legal proceedings brought to enforce liability for any such losses, damages, injuries, claims or demands and shall pay all judgments entered in any such suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or termination of this Lease, whether by lapse of time, by operation of law or otherwise.

15. TAXES.

All taxes, fees and similar charges, including without limitation personal property taxes imposed on the ownership, possession or use of the Equipment during the term of this Lease, shall be paid by Lessee. If Lessor is, in its sole discretion, at any time obligated to pay any such tax, the amount of any such tax and any interest or penalties thereon shall become additional rent due hereunder, payable by Lessee to Lessor on demand.

16. ASSIGNMENT.

A. BY LESSOR.

Lessee agrees that Lessor may, without prior notice to Lessee, assign all right, title and interest of Lessor in and to the Equipment, this Lease and/or all rents due or to become due to Lessor hereunder, including any security deposit and the right to apply the same to the payment of any obligation to Lessor hereunder, and Lessee agrees to recognize such assignment. Following such assignment the term "Lessor" herein shall be deemed to include or refer to Lessor's assignee. No lending institution assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease. If Lessor defaults in the performance of the terms and conditions of this Lease, or otherwise breaches any provisions of this Lease, Lessee may not, as to the assignee, terminate this Lease, nor shall Lessee's obligation to pay rent under this Lease be subject to any diminution or right of set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of Lessor hereunder or by reason of any other liability at any time owing by Lessor to Lessee. Nothing herein contained shall be deemed to release Lessor from its obligations to Lessee hereunder. Notwithstanding any of the foregoing, so long as the terms of this Lease are performed by Lessee, no such lending institution shall interfere with Lessee's rights under this Lease.

B. BY LESSEE.

Lessee may not assign this Lease or grant any sublease hereunder nor shall this Lease, the Equipment or any rights granted hereunder inure to the benefit of any trustee in bankruptcy, receiver, creditor or successor to Lessee or his property, whether by operation of law or otherwise, without the prior written consent of Lessor.

17. DEFAULT AND TERMINATION.

This Lease shall automatically terminate upon delivery of notice of termination to Lessee, if Lessee: (1) fails to pay any installment or rent due hereunder within ten (10) days after the date on

which same becomes due; (2) breaches or fails to observe or perform any of his other obligations hereunder and such breach or failure continues for fifteen (15) days after notice in writing to Lessee of the existence of such breach or failure; (3) Lessee is adjudicated a bankrupt, is the subject of any proceeding under federal or state insolvency law, suspends business, becomes insolvent, makes an assignment for the benefit of creditors or enters into or petitions for a creditor's arrangement; or (4) the Franchise Agreement between Lessor and Lessee is terminated pursuant to the terms and conditions of the Franchise Agreement for the operation of a LAWN DOCTOR business. Upon such termination, the Equipment and all rights of Lessee thereto shall be surrendered to Lessor and all rental and other payments shall become immediately due and owing to Lessor. Lessor or its agent(s) may take possession of the Equipment, with or without process of law, and for this purpose may enter upon any premises of Lessee without liability to Lessee and remove the Equipment. Repossession of the Equipment shall not bar an action by Lessor against Lessee for damages, injunction or specific performance. Further, the entry of judgment against Lessee shall not bar Lessor's right to repossess the Equipment. All rights and remedies conferred upon Lessor by this Lease or by law shall be cumulative and in addition to any other right and remedy available to Lessor.

18. ENFORCEMENT.

In addition to and not in lieu of all rights it may have at law to enforce the provisions of this Lease and the obligations of Lessee hereunder, Lessee agrees to entry without prior notice or bond of temporary and permanent injunctions and orders of specific performance enforcing any of the provisions of this Lease, and further agrees to pay to Lessor an amount equal to the aggregate of its costs of obtaining any such relief, including without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages incurred by Lessor as a result of the breach of any provisions hereof, including without limitation, all costs incurred by Lessor in repossessing, transporting, reconditioning and re-leasing the Equipment.

19. WAIVER.

Lessor and Lessee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Lease, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver granted by Lessor shall be without prejudice to any other rights Lessor may have, will be subject to continuing review by Lessor, and may be revoked, in Lessor's sole discretion, at any time and for any reason, effective upon delivery to Lessee of ten (10) days' prior written notice. Lessor and Lessee shall not be deemed to have waived or impaired any right, power or option reserved by this Lease (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate the Lease prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Lessor or Lessee to exercise any right under this Lease or to insist upon exact compliance by the other with its obligations hereunder.

20. FILING.

Lessee hereby irrevocably authorizes Lessor at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statements and amendments covering the Equipment, naming Lessee as debtor and Lessor as secured party. Lessee agrees to meet all requirements necessary to perfect the interest of Lessor in the Equipment in any jurisdiction, including the signing of all financing statements and continuations thereof and other documents as Lessor may from time to time require.

21. NOTICES.

All notices to Lessor shall be in writing and shall be sent by a commercial carrier service for next business day delivery, or Registered or Certified Mail, postage prepaid, addressed to its principal office or at such other address as Lessor shall from time to time designate in writing. All notices to Lessee shall be in writing and shall be sent by a commercial carrier service for next business day delivery, or Registered or Certified Mail, postage prepaid, addressed to Lessee at his principal office or at such other address as Lessee shall from time to time designate.

22. MISCELLANEOUS.

Section and paragraph titles are used for convenience only and are not a part of the text hereof. All terms used in any number or gender shall extend to, mean, and include any other number and gender as the facts, context, or sense of this Lease or any paragraph or section hereof may require. Anything herein to the contrary notwithstanding, Lessee shall use and maintain the Equipment in a lawful manner and so as not to violate any law or regulation of the state, city or other political subdivisions in which Lessee uses the Equipment or of the United States.

This Lease may be executed in multiple copies, each of which shall be deemed an original.

23. PARTNERSHIP/CORPORATION.

If Lessee becomes a partnership, corporation, limited liability company, or other entity or if this Lease is assigned to an entity, all general partners, shareholders of voting stock (including securities convertible thereto), members or other owners shall execute this Lease and be bound jointly and severally by all provisions hereof. The signatories to this Lease from time to time represent and warrant that they are the sole proprietor of Lessee or all of the persons required to sign this Lease pursuant to this paragraph.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

LESSOR
LAWN DOCTOR, INC

ATTEST:

By _____
Its Chief Executive Officer,
SCOTT D. FRITH

By _____
Its Secretary,
RICHARD RESTAINO

LESSEE(S)

ATTEST:

By _____
Its: _____

By _____
Its: _____

By _____
Its: _____

EXHIBIT E

TURF TAMER POWER SEEDER EQUIPMENT LEASE AGREEMENT



Lease No.: _____

Franchise Name: Lawn Doctor of _____

Transferred To: _____

TURF TAMER POWER SEEDER EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _____ day of _____, 20_____, by and between LAWN DOCTOR, INC., a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733-2092 ("Lessor") and _____, a(n) _____ with its principal office at _____, _____ ("Lessee").

WITNESSETH:

In consideration of the rent to be paid to Lessor and the mutual covenants and agreements hereinafter set forth, the parties mutually agree as follows:

1. AGREEMENT TO LEASE.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, one (1) LAWN DOCTOR® Turf Tamer® Power Seeder (Serial Number _____) together with all accessories and components affixed or related thereto (the "Equipment"). At Lessor's option any or all of the Equipment may be new and unused or used and fully reconditioned. All reconditioned Equipment shall be equivalent to new Equipment in function and appearance. Lessee is leasing the Equipment in connection with the operation of its LAWN DOCTOR business primarily within the "Area of Primary Responsibility" described in that certain Franchise Agreement between Lessor and Lessee dated _____, (the "Franchise Agreement"). Lessee shall not use the Equipment in any business or manner other than in the conduct of its LAWN DOCTOR business pursuant to the Franchise Agreement.

2. DELIVERY.

Lessor will deliver, and Lessee agrees to take possession of, the Equipment at Lessor's principal office or the manufacturing or assembly facility at which the manufacture or reconditioning of the Equipment is completed. Lessor agrees to exert its best efforts to effect delivery of the Equipment on or before _____, 20_____. Said delivery date is approximate and Lessor shall not be liable to Lessee for any loss of business or otherwise due to a delay in delivery which is not willful or grossly negligent. Lessor assumes all risk of loss until delivery.

3. TERM.

The term of this Lease is five (5) years commencing upon the date of delivery of the Equipment to Lessee.

4. RENT.

Lessee shall pay to Lessor as rent for such Equipment (1) a lump sum payment of ELEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$11,750.00), plus sales tax, upon execution of this Lease; or (2) an amount equal to FOURTEEN THOUSAND SIX HUNDRED SIXTY ONE DOLLARS AND EIGHTY CENTS (\$14,661.80), plus sales tax payable as follows: THREE THOUSAND FIFTY DOLLARS AND NO CENTS (\$3,050.00), plus sales tax, upon execution of this Lease, the remainder to be paid in sixty (60) equal monthly installments of ONE HUNDRED NINETY THREE DOLLARS AND FIFTY THREE CENTS (\$193.53), plus sales tax, commencing on the tenth (10th) day of each month, commencing on _____, 20____ and ending _____, 20_____.

All amounts which Lessee owes to Lessor shall bear interest after the due date at the highest applicable legal rate for open account business credit in the state of Lessee's domicile, not to exceed one and one-half percent (1.5%) per month. Lessee acknowledges that this shall not constitute Lessor's agreement to accept such payments after same is due or a commitment by Lessor to extend credit to, or otherwise finance Lessee's LAWN DOCTOR business.

5. EXPIRATION OF THE LEASE.

Upon expiration of this Lease, Lessee shall have the right to exercise one of the following options:

(a) Lessee may return the Equipment and enter into a new lease agreement with Lessor under the then-current form of lease agreement used by Lessor. In the event Lessee exercises this option, the new equipment will be delivered in exchange for the old Equipment, provided that Lessee pays applicable rent as specified therein; or

(b) Lessee may retain the Equipment leased hereunder for an additional five (5) year period without any further obligation for rent to Lessor; provided that for and in consideration of such arrangement Lessee agrees to execute the then-current lease agreement at Lessor's sole discretion; provided, however, that Lessee shall not be required to make any additional rent payments to Lessor in connection with such lease agreement.

6. LESSOR'S WARRANTIES.

Lessor warrants that it has the right to lease the Equipment to Lessee, and that at the time of delivery the Equipment will be free of all liens and encumbrances other than a security interest given to, or a lease-financing agreement with, a lending institution. Lessor shall repair or supply replacements for all defective parts of the Equipment as Lessor in its sole discretion deems necessary upon inspection.

This warranty does not cover or extend to any part damaged by improper maintenance or use of the Equipment. Lessee shall pay all labor charges incurred in replacing defective parts. EXCEPT AS OTHERWISE PROVIDED HEREIN, LESSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF ANY ASPECT OF THE EQUIPMENT. LESSEE HAS MADE AN INDEPENDENT INVESTIGATION OF THE EQUIPMENT AND IN ENTERING INTO THIS LEASE HAS RELIED SOLELY UPON HIS OWN INVESTIGATION AND HAS PLACED NO RELIANCE UPON, NOR HAS HE ACTED UPON, ANY REPRESENTATIONS OR WARRANTIES OF LESSOR OR LESSOR'S AGENTS WHICH ARE NOT SPECIFICALLY SET FORTH HEREIN. LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY INADEQUACY, DEFECT OR DEFICIENCY RELATING TO THE EQUIPMENT. LESSEE'S RECOURSE FOR ANY SUCH ACTUAL OR ALLEGED CLAIM, LOSS, DAMAGE OR EXPENSE SHALL BE LIMITED TO THE RETURN OF THE EQUIPMENT TO LESSOR AND TERMINATION OF THIS LEASE. FURTHER, THIS WARRANTY DOES NOT COVER OR EXTEND TO ANY LOSS OF BUSINESS OR OTHER COSTS INCURRED BY LESSEE DUE TO THE USE OF THE EQUIPMENT, NOR DOES IT COVER OR EXTEND TO ANY PART DAMAGED BY IMPROPER MAINTENANCE OR OPERATION OF THE EQUIPMENT.

7. MAINTENANCE, REPAIR AND RETURN.

Lessee shall, at his sole expense, keep the Equipment clean and in good repair, condition and working order and free from dents, rust and any other damage or deterioration and shall promptly replace or repair all damaged parts and accessories. Lessee shall purchase replacement parts and accessories exclusively from Lessor at Lessor's cost plus a reasonable handling charge or replacement parts and accessories of approved manufacturers. Such parts and accessories shall be deemed to be the sole property of Lessor. Replacement of defective and damaged parts and other repairs to the Equipment shall be effected strictly as prescribed in the applicable Equipment manuals. Upon expiration or termination of this Lease, Lessee shall immediately disassemble the Equipment as prescribed in the applicable Equipment manuals and crate and ship the Equipment to a location designated by Lessor in clean and good condition, repair and working order, and free from dents, rust and all other damage and deterioration, excepting only ordinary wear and tear. Lessee agrees to pay the cost of any parts or labor required to place the Equipment in such condition. Lessor shall pay the cost of disassembly, crating and transport. At Lessor's request, Lessee shall store the disassembled and crated Equipment without charge for a reasonable period, not to exceed six (6) months and will exercise reasonable care to safeguard such stored Equipment.

8. ALTERATIONS.

Lessee may not make any alterations, modifications, additions, subtractions or improvements to the Equipment without Lessor's prior written consent (the "Alterations"). If Lessor consents to any Alterations, any such Alterations shall become the property of Lessor and shall be deemed to be a part of the Equipment.

9. TITLE.

The Equipment shall at all times be the sole property of Lessor, and Lessee shall have no proprietary interest therein except the right to use the Equipment during the term of this Lease and any extensions thereof. Title to the Equipment shall at all times remain exclusively with Lessor (or its lessor under a lease-financing agreement). Lessee, at his sole cost and expense, shall protect and defend Lessor's title in and/or rights to the Equipment and shall at all times keep the Equipment free and clear of and from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind or nature whatsoever. Lessee shall not perform or permit any act or do or permit anything to be done whereby Lessor's title or rights may be encumbered or impaired. Lessee shall give Lessor immediately written notice of any attempted or completed seizure by process of law or otherwise affecting or relating to the Equipment and agrees to indemnify and hold Lessor harmless from any loss or damage caused thereby. Lessee shall cooperate with Lessor to file, register or record this Lease and/or any memorandum or notice thereof in such governmental offices as Lessor may determine or wherever Lessor determines the same to be required or permitted by and advisable under law, for the proper protection of Lessor's (or its lessor's) title to the Equipment. No name plates, labels, identifying numbers, trade names, trademarks or other commercial symbols identifying Lessor or any other company or in any way indicating Lessor's (or its lessor's) title to the Equipment may be removed, changed, covered, obliterated or obscured in any manner. Upon request of Lessor, Lessee shall affix to the Equipment in the place designated by Lessor such identifying plates as are supplied by Lessor.

10. DAMAGE AND DESTRUCTION.

No loss of the Equipment or any part thereof due to theft or any other cause, and no damage to or destruction of the Equipment or any part thereof from fire, collision, vandalism, lightning, windstorm or any other cause shall excuse Lessee of any of the obligations under this Lease (including the obligation to pay rent). Lessee agrees, at his sole expense, to maintain insurance on behalf of and payable to Lessor, for the full replacement value of the Equipment and all related accessories and components, against loss, damage or destruction from theft, fire, collision, vandalism, lightning, windstorm and other peril generally included in a broad form extended coverage insurance, for the full insurable value of the Equipment as specified by Lessor, subject to a deductible amount not to exceed One Thousand Dollars (\$1,000.00). Lessee shall be responsible for any loss, damage or destruction not covered by such insurance, including any deductible amount. Lessee shall report any loss, damage or destruction to Lessor within forty eight (48) hours after it becomes known or should have become known to Lessee. In the event of such loss, damage or destruction, upon written notice thereof, Lessor shall replace such lost, damaged or destroyed Equipment or component thereof. Lessee shall return to Lessor, at Lessee's expense, any salvageable parts of any destroyed Equipment. "Destruction" shall mean damage to the Equipment or any component thereof for which the cost of repair equals or exceeds fifty percent (50%) of the insurable value of the Equipment or part thereof. Notwithstanding the foregoing, Lessor may at its option replace the lost, damaged or destroyed Equipment with equipment currently being provided to new franchisees.

11. LIABILITY INSURANCE.

During the term of this Lease, Lessee, at its sole expense, shall maintain in force for the benefit of Lessor and Lessee, the following insurance, all to be obtained from insurance companies rated A-VII or better by Alfred M. Best & Company, Inc.: comprehensive general liability insurance (including products and completed operations liability) on an occurrence basis against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the use of the Equipment and any products or materials used in conjunction with the operation of the Equipment. Such insurance shall afford protection at minimum limits of One Million Dollars (\$1,000,000) combined single limit each occurrence, Two Million Dollars (\$2,000,000) combined single limit aggregate, One Million Dollars (\$1,000,000) combined single limit products and completed operations aggregate, and shall contain all standard comprehensive or commercial general liability broad form terms and conditions. Coverage for application of herbicides must be included. All policies shall provide for ten (10) days' notice to Lessor prior to cancellation for any cause. Lessee and Lessor shall be named insured on all such policies.

12. EVIDENCE OF INSURANCE.

Annually, Lessee must obtain from its insurance agent and provide to Lessor evidence of insurance on an ACORD form 25-S (or other form specified by Lessor) and name Lessor as an additional insured with respect to the Equipment. Lessee also must obtain from its insurance agent and provide to Lessor a valid Evidence of Property Insurance on an ACORD form 27 (or other form specified by Lessor) listing the Equipment and amounts of insurance. If Lessor so requires, such insurance policy or policies shall be held by it or by such lending institution. If Lessee fails or refuses to maintain required insurance coverage in full force and effect or to furnish satisfactory evidence thereof, Lessor, at its option and in addition to any other rights and remedies it may have, may obtain such insurance coverage on behalf of Lessee and Lessee shall fully cooperate with Lessor in its effort to obtain such insurance policies and pay to Lessor, on demand, any costs and premiums incurred by Lessor. All amounts expended by Lessor in connection therewith shall be deemed additional rent due from Lessee.

13. INSPECTION.

Lessor shall have the right at any time during business hours to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

14. INDEMNITIES.

Lessee agrees to indemnify and hold harmless Lessor, its shareholders, directors, officers, employees, agents, successors and assigns from and against any liability for all losses, damages, injuries, claims, demands, taxes, costs and expenses (including without limitation reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) directly or indirectly arising out of or relating to the use, operation or condition of the Equipment or any chemical or other products or materials used in conjunction with the operation of the Equipment regardless of where, how, and by whom used. Lessee shall assume the cost of defense of all suits and other legal proceedings brought to enforce liability for any such losses, damages, injuries, claims or demands and shall pay all judgments entered in any such suits or

other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or termination of this Lease, whether by lapse of time, by operation of law or otherwise.

15. TAXES.

All taxes, fees and similar charges, including without limitation personal property taxes imposed on the ownership, possession or use of the Equipment during the term of this Lease, shall be paid by Lessee. If Lessor is, in its sole discretion, at any time obligated to pay any such tax, the amount of any such tax and any interest or penalties thereon shall become additional rent due hereunder, payable by Lessee to Lessor on demand.

16. ASSIGNMENT.

A. BY LESSOR.

Lessee agrees that Lessor may, without prior notice to Lessee, assign all right, title and interest of Lessor in and to the Equipment, this Lease and/or all rents due or to become due to Lessor hereunder, including any security deposit and the right to apply same to the payment of any obligation to Lessor hereunder, and Lessee agrees to recognize such assignment. Following such assignment the term "Lessor" herein shall be deemed to include or refer to Lessor's assignee. No lending institution assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease. If Lessor defaults in the performance of the terms and conditions of this Lease, or otherwise breaches any provisions of this Lease, Lessee may not, as to the assignee, terminate this Lease, nor shall Lessee's obligation to pay rent under this Lease be subject to any diminution or right of set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of Lessor hereunder or by reason of any other liability at any time owing by Lessor to Lessee. Nothing herein contained shall be deemed to release Lessor from its obligations to Lessee hereunder. Notwithstanding any of the foregoing, so long as the terms of this Lease are performed by Lessee, no such lending institution shall interfere with Lessee's rights under this Lease.

B. BY LESSEE.

Lessee may not assign this Lease or grant any sublease hereunder nor shall this Lease, the Equipment or any rights granted hereunder inure to the benefit of any trustee in bankruptcy, receiver, creditor or successor to Lessee or his property, whether by operation of law or otherwise, without the prior written consent of Lessor.

17. DEFAULT AND TERMINATION.

This Lease shall automatically terminate upon delivery of notice of termination to Lessee, if Lessee: (1) fails to pay any installment or rent due hereunder within ten (10) days after the date on which same becomes due; (2) breaches or fails to observe or perform any of his other obligations hereunder and such breach or failure continues for fifteen (15) days after notice in writing to Lessee of the existence of such breach or failure; (3) Lessee is adjudicated a bankrupt, is the subject of any proceeding under federal

or state insolvency law, suspends business, becomes insolvent, makes an assignment for the benefit of creditors or enters into or petitions for a creditor's arrangement; or (4) the Franchise Agreement between Lessor and Lessee is terminated pursuant to the terms and conditions of the Franchise Agreement for the operation of a LAWN DOCTOR business. Upon such termination, the Equipment and all rights of Lessee thereto shall be surrendered to Lessor and all rental and other payments shall become immediately due and owing to Lessor. Lessor or its agent(s) may take possession of the Equipment, with or without process of law, and for this purpose may enter upon any premises of Lessee without liability to Lessee and remove the Equipment. Repossession of the Equipment shall not bar an action by Lessor against Lessee for damages, injunction or specific performance. Further, the entry of judgment against Lessee shall not bar Lessor's right to repossess the Equipment. All rights and remedies conferred upon Lessor by this Lease or by law shall be cumulative and in addition to any other right and remedy available to Lessor.

18. ENFORCEMENT.

In addition to and not in lieu of all rights it may have at law to enforce the provisions of this Lease and the obligations of Lessee hereunder, Lessee agrees to entry without prior notice or bond of temporary and permanent injunctions and orders of specific performance enforcing any of the provisions of this Lease, and further agrees to pay to Lessor an amount equal to the aggregate of its costs of obtaining any such relief, including without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages incurred by Lessor as a result of the breach of any provisions hereof, including without limitation, all costs incurred by Lessor in repossessing, transporting, reconditioning and re-leasing the Equipment.

19. WAIVER.

Lessor and Lessee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Lease, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver granted by Lessor shall be without prejudice to any other rights Lessor may have, will be subject to continuing review by Lessor, and may be revoked, in Lessor's sole discretion, at any time and for any reason, effective upon delivery to Lessee of ten (10) days' prior written notice. Lessor and Lessee shall not be deemed to have waived or impaired any right, power or option reserved by this Lease (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate the Lease prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Lessor or Lessee to exercise any right under this Lease or to insist upon exact compliance by the other with its obligations hereunder.

20. FILING.

Lessee hereby irrevocably authorizes Lessor at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statements and amendments covering the Equipment, naming Lessee as debtor and Lessor as secured party. Lessee agrees to meet all requirements necessary to perfect the interest of Lessor in the Equipment in any jurisdiction, including the signing of all

financing statements and continuations thereof and other documents as Lessor may from time to time require.

21. NOTICES.

All notices to Lessor shall be in writing and shall be sent by a commercial carrier service for next business day delivery, or Registered or Certified Mail, postage prepaid, addressed to its principal office or at such other address as Lessor shall from time to time designate in writing. All notices to Lessee shall be in writing and shall be sent by a commercial carrier service for next business day delivery, or Registered or Certified Mail, postage prepaid, addressed to Lessee at his principal office or at such other address as Lessee shall from time to time designate.

22. MISCELLANEOUS.

Section and paragraph titles are used for convenience only and are not a part of the text hereof. All terms used in any number or gender shall extend to, mean, and include any other number and gender as the facts, context, or sense of this Lease or any paragraph or section hereof may require. Anything herein to the contrary notwithstanding, Lessee shall use and maintain the Equipment in a lawful manner and so as not to violate any law or regulation of the state, city or other political subdivisions in which Lessee uses the Equipment or of the United States.

This Lease may be executed in multiple copies, each of which shall be deemed an original.

23. PARTNERSHIP/CORPORATION.

If Lessee becomes a partnership, corporation, limited liability company, or other entity or if this Lease is assigned to an entity, all general partners, shareholders of voting stock (including securities convertible thereto), members or other owners shall execute this Lease and be bound jointly and severally by all provisions hereof. The signatories to this Lease from time to time represent and warrant that they are the sole proprietor of Lessee or all of the persons required to sign this Lease pursuant to this paragraph.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

LESSOR
LAWN DOCTOR, INC

ATTEST:

By _____
Its Chief Executive Officer,
SCOTT D. FRITH

By _____
Its Secretary,
RICHARD RESTAINO

LESSEE(S)

ATTEST:

By _____
Its: _____

By _____
Its: _____

By _____
Its: _____

EXHIBIT F

PROMISSORY NOTE

PROMISSORY NOTE

\$ _____

_____, 20____
Holmdel, New Jersey

For value received _____ (the "Maker"), promises to pay to the order of **LAWN DOCTOR, INC.**, a New Jersey corporation, (the "Payee") the principal the sum of _____ Dollars (\$_____) (the "Principal Amount") in _____ (_____) equal consecutive monthly installments, each of which shall be in the principal amount of _____ Dollars (\$_____). The first such installment shall be due and payable on _____, 20____, with successive installments due and payable on the first day of each successive month (each a "Payment Date"). However, Maker will not make a payments in the months of _____ and _____. The last installment will be due and payable on _____ 1, 20_____.

The Maker also promises to pay to the Payee on each Payment Date interest that has accrued on the unpaid balance of the principal amount hereof during the period commencing on the immediately preceding Payment Date (or, in case of the first Payment Date, the date hereof) and ending on such Payment Date at the rate of interest equal to the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate permitted under applicable law.

The entire principal balance hereof and accrued interest hereon shall be due and payable in full on the last Payment Date.

This Note may be prepaid by Maker, in whole or in part at any time and from time to time, without premium or penalty. Any voluntary prepayment shall be first applied to accrued interest and any remaining amounts shall be applied to reduce the principal payable hereunder in the direct order of the maturity of such principal payments.

The occurrence of any one of the following events shall constitute a default by Maker ("Event of Default") under this Note:

1. Maker's failure to pay any amounts due hereunder on the due date therefor which failure shall not be cured within fifteen (15) days from the date on which Maker receives written notice thereof; or
2. Maker defaults under any of the terms, covenants or conditions contained in the Lawn Doctor Franchise Agreement between Maker and Payee (the said covenants, terms, provisions, and conditions and all matters and things are incorporated hereby as if fully set forth herein), or
3. The Lawn Doctor Franchise Agreement between Maker and Payee is terminated by either party or expires without renewal, or

4. a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed against the Maker or any guarantor which is not dismissed within thirty (30) days of its filing, or a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed by Maker or any guarantor, or Maker or any guarantor makes an assignment for the benefit of creditors.

Upon the occurrence of an Event of Default hereunder, all outstanding principal and unpaid interest due hereunder shall be immediately due and payable forthwith, without notice by Payee to Maker or demand by Payee of Maker (Maker having expressly waived any and all rights to receive any such notice or demand). Further, in each instance that Maker fails to timely pay any amount due hereunder (regardless of whether Maker later cures such non-payment), Maker shall pay a late fee to Payee in the amount of Twenty Nine Dollars (\$29).

All of Payee's rights and remedies under this Note are cumulative and non-exclusive. No waiver by Payee of any breach hereof or default hereunder shall be deemed a waiver of any preceding or succeeding breach or default and no failure of Payee to exercise any right or privilege hereunder shall be deemed a waiver of Payee's rights to exercise the same or any other right or privilege at any subsequent time. Without limiting the foregoing, the acceptance by Payee of any partial payment made hereunder after the time when any amount hereunder becomes due and payable will not establish a custom, or waive any rights of Payee to enforce prompt payment hereof.

Maker, except as otherwise specifically set forth herein, for itself and for its successors, transferees, assigns and guarantors hereby irrevocably (i) waives diligence, presentment and demand for payment, protest, notice, notice of protest and nonpayment, dishonor and notice of dishonor and all other demands or notices of any kind; and (ii) agrees that this Note and any or all payments coming due hereunder may be extended from time to time in the sole discretion of Payee hereof without in any way affecting or diminishing Maker's liabilities hereunder.

Maker agrees to pay, upon Payee's demand therefor, any and all costs, fees and expenses (including reasonable attorneys' fees, costs and expenses) incurred by Payee in enforcing any of Payee's rights hereunder.

All payments on this Note shall be applied first to the payment of all costs, fees or other charges incurred in connection with the collection of the indebtedness evidenced hereby, next to the payment of accrued interest, if any, and then to the reduction of the principal amount.

In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in the event any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then, and in either of such events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect.

The validity, construction and enforceability of this Note shall be governed in all respects by the laws of the State of New Jersey, without regard to its conflict of laws rules.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Note as of the day and year first above written.

ATTEST:

EXHIBIT G

EXTRANET AGREEMENT

EXTRANET AGREEMENT

This Extranet Agreement (the "**Agreement**") is made as of _____, 20__ by and between Lawn Doctor, Inc. ("**Lawn Doctor**") and _____ ("**Lawn Doctor Strategic-Partner**").

Introduction

*Lawn Doctor is offering its strategic-partners an opportunity to access Lawn Doctor's official web site (the "Web site"). Lawn Doctor has also developed a communication network that utilizes a passworded Internet web site (the "**Extranet**") for the benefit of the Lawn Doctor system and its strategic-partners. To have access privileges to use the Extranet, you must agree to the terms and conditions set forth herein and to the Terms of Use ("**TOU**") attached as Exhibit A. This Agreement and the TOU establish the terms and conditions of your access privileges to use the Extranet.*

The parties to this Agreement – Lawn Doctor and the Lawn Doctor Strategic-Partner – are also parties to a Franchise Agreement relating to the establishment and operation of a Lawn Doctor business at the address noted in the signature block of this Agreement.

*In this Agreement, the words "**you**" and "**your**" mean the Lawn Doctor Strategic-Partner and/or your accountant, financial advisor or any other person or agent logging onto the Extranet on your behalf or otherwise using your password and/or your computer. The words "**we**," "**us**" and "**our**" mean Lawn Doctor.*

System Requirements

In order to use the Extranet, you will need a computer with a modem, related peripheral equipment, current internet browser software, and other compatible software (collectively, your "**computer system**"). You are solely and completely responsible for the installation, maintenance and operation of your computer system, and for all costs and expenses that you will incur in connection therewith, as well as telephone and/or cable charges incurred while connecting to the Web site, the Extranet, and for any charges by any internet provider you choose to use to gain access to the Internet and, ultimately, the Web site or the Extranet.

We are not responsible for any errors or failures caused by any malfunction of your computer, and we are not responsible for any computer virus or related problems that may be associated with your use of the Extranet, the Web site or of your computer.

Security

Lawn Doctor is committed to helping to keep your information private and secure. However, we cannot guarantee that this will be the case. You play a critical role in maintaining the security of your system. By using this system, you agree to the following:

- To keep your password and user ID confidential, and not to post them on or in the proximity of your computer, nor to store your password or other sensitive data on your computer. You further agree not to disclose your password and/or user ID to anyone.

- That your password and user ID are your authorization for using the Extranet.
- To log out of the Extranet when you are finished using the service.

The Extranet permits you to electronically communicate with us, but at present, it does not permit you to transfer money, give notices or otherwise communicate with us so as to satisfy the obligations under your Franchise Agreement or any other agreements with Lawn Doctor.

Limits On Our Responsibility

We agree to make reasonable efforts to ensure the performance of the Extranet and the Web site, but we are not responsible for any losses or delays in transmission arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of the Extranet or the Web site. Because some states do not allow the exclusion or limitation of liability for incidental or consequential damages, in such states our liability is limited to the extent permitted by law.

Lawn Doctor makes no express or implied warranties concerning the Extranet service or the Web site, including but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement of third-party proprietary rights.

Franchise Agreement

This Agreement is part of your Franchise Agreement with Lawn Doctor. If you are in default under this Agreement, that will also constitute a default under your Franchise Agreement. The provisions of the Franchise Agreement relating to matters such as confidential information, use of the system, use of the trademarks, and indemnity also apply to your use of the Extranet and the Web site.

Changes to the Extranet and Web site

We reserve the right to change, modify or discontinue the Web site, the Extranet and/or any of its components or features from time to time.

Property Rights

The Extranet, the Web site, and all rights in and to any information or data relating to the Extranet and the Web site, including the logs of "hits" by visitors, the Web pages they visited, and any personal or business data they voluntarily supply, will be owned solely by Lawn Doctor.

Governing Law

This Agreement shall be governed by, and construed, exclusively in accordance with the laws of the State of New Jersey (without regard to its conflicts of laws rules). If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

No Other Agreements

This Agreement and the exhibits hereto are the only agreements between us concerning the Extranet and the Web site, and supersede any and all prior communication on the subject matter hereof. Neither of us is relying on anything other than the words of this Agreement and the exhibits hereto in deciding whether to enter into this Agreement.

Amendments

This Agreement may be amended but only with both parties' written consent; however, revisions to the TOU shall be deemed to have been consented to, in writing, if you receive notice of any such changes online, and then continue to use the Extranet and/or the Web site.

IN WITNESS HEREOF, and intending to be legally bound, the parties have entered into this Agreement as of the date first written above.

LAWN DOCTOR, INC.

STRATEGIC-PARTNER:

By: _____
Title: SCOTT D. FRITH
Chief Executive Officer

STRATEGIC-PARTNER:

STRATEGIC-PARTNER:

YOUR LAWN DOCTOR LOG IN FOR www.ldealer.com	
Username:	group_____
Password:	nascar

YOUR LAWN DOCTOR E-MAIL ACCOUNT LOG IN INFORMATION	
E-mail Address	group_____@lawndoctor.com
Password:	LdEmail14

**TERMS OF USE
FOR LAWN DOCTOR'S
EXTRANET FOR STRATEGIC-PARTNERS**

Lawn Doctor, Inc. ("**Lawn Doctor**" or "**we**" or "**us**") welcomes you to Lawn Doctor's Extranet ("**Extranet**") for its strategic-partners. Please read these Terms of Use (the "**TOU**") carefully before using the Web site (the "**Site**").

By making any use of this Site (such as reading or perusing the Site's content, or downloading material from it), you will indicate your agreement to abide by these TOU. If you do not agree with any of these terms, please do not use this Site or download any materials from it.

We reserve the right to modify, alter or otherwise update these TOU at any time, and you agree to be bound by such modifications, alterations or updates. You should review the then-current terms because they will be binding on you if you continue to use this Site after receiving notice of any such changes.

Objectives

The Extranet is intended solely for the business use of Lawn Doctor, its strategic-partners and invited guests. Any other use of the Extranet is not permitted.

The TOU are designed to assist in protecting the Extranet, Lawn Doctor's strategic-partners, and other users of the Extranet from improper and/or illegal activity over the Internet. You are expected to use the Extranet in a reasonable fashion and to adhere to commonly accepted practices of the Internet community.

The categories listed below are intended merely to serve as guidelines regarding appropriate and inappropriate conduct. This list is by no means exhaustive and should not be interpreted as such. We reserve the right to take action to stop any activity that we deem to be inappropriate for the Extranet.

While we do not intend to control or monitor your use of the Extranet or the content of your online communications, and we are not obligated to do so, we reserve the right to edit or remove content that we deem to be in violation of the TOU or that we otherwise deem harmful or offensive. The TOU apply to all aspects of the Extranet, including (without limitation) e-mail, message posting, chatting and browsing.

Access Rights

We are granting you the right to access the Extranet using the appropriate user ID and password. You agree to accept the affirmative duty to keep your user ID and password secure, and further agree that you will not post that information anywhere in, on, or near your computer or otherwise where it can be easily found by someone else. If your password is lost, stolen or otherwise compromised, you must immediately notify Lawn Doctor, and we will take reasonable steps to deactivate the compromised password. Lawn Doctor is not responsible for any data that is lost, altered or that becomes public through your failure to protect your password.

We will allow you access to the Extranet so long as you comply with these TOU and for so long as you remain a Lawn Doctor strategic-partner in good standing. You may not transfer your user account to anyone without our prior written consent. We reserve the right to terminate your access to the Extranet or, in our sole judgment, to discontinue the Extranet itself. We will have no liability to you if we terminate your access to the Extranet.

Rights of Lawn Doctor

If you engage in conduct while using the Extranet that is in violation of the TOU or is otherwise illegal or improper, we reserve the right to suspend or terminate your access to the Extranet without prior notice to you. In most cases, we may attempt to notify you of any activity in violation of the TOU and request that you cease such activity; however, we are not required to do so. In addition, we may take any other appropriate action against you for violations of the TOU. We do not

make any promise, nor do we have any obligation, to monitor or police activity occurring via the Extranet and will have no liability to any party, including you, for any violation of the TOU.

Linked Sites

We may provide links from our Site to other Web sites. Linked sites are not under the control of Lawn Doctor, and Lawn Doctor is not responsible for the content of any linked site or any link contained in a linked site. Lawn Doctor reserves the right to terminate any link or linking program at any time. Lawn Doctor does not endorse companies or products to which it links and reserves the right to note as such on its Web pages. If you decide to access any of the third-party sites that may be linked to this Site, you do so entirely at your own risk.

Unauthorized Access/Interference

You may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation or security of the Extranet. You may not use the Extranet to engage in any activities that may interfere with the ability of others to access or use the Extranet. You may not attempt to gain unauthorized access to the user accounts or passwords of other users.

Trademarks and Copyright

The materials on this Site are copyrighted and are protected by U.S. and international copyright laws and treaty provisions. All content included on this Site, such as text, graphics, logos, button icons, images, audio clips and software, is the property of Lawn Doctor. The compilation (meaning the collection, arrangement and assembly) of all content on this site is the exclusive property of Lawn Doctor. No material from this Extranet or any Web site owned, operated, licensed or controlled by Lawn Doctor may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may view the materials online, download the materials and retain one electronic copy on any single computer and one print copy of any individual file solely for your use in connection with the business of operating your Lawn Doctor Franchise under the terms of the relevant franchise agreement, provided that you keep intact all copyright and other proprietary notices. Modification, decompiling, reverse engineering or any use of the materials for any other purpose is a violation of Lawn Doctor's copyrights. Lawn Doctor's trademarks may only be used with express written consent from Lawn Doctor. Except as expressly provided in these TOU, Lawn Doctor does not grant any express or implied right to you under any copyrights, trademarks or other proprietary rights. All other brands and names are property of their respective owners.

You agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content including text, communications, software, images, sounds, data or other information that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including without limitation sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Lawn Doctor's rules or policies;
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- c. infringes on any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any party; or
- d. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party.

We have no obligation to monitor, do not control, and are not responsible for the content of postings made by Lawn Doctor strategic-partners, their guests and others. If we become aware of posted information that is illegal, infringing upon any intellectual property rights, otherwise improper or that violates the TOU, we reserve the rights at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that, in Lawn Doctor's sole discretion, are objectionable or in violation of the TOU.

You also agree not to harvest or collect information about the users or members of this Extranet or use such information for any purpose.

The Extranet contains materials published by Lawn Doctor (the "**Materials**"). We authorize you to copy the Materials only for the internal use of your employees in conducting your franchised Lawn Doctor business. No other use of the Materials is permitted. In consideration of this authorization, you agree that any copy of the Materials (or any portion of the Materials) that you make will retain all copyright and other proprietary notices contained thereon.

Spamming/Mailbombing

You may not use the Extranet to transmit unsolicited e-mail messages (whether commercial or otherwise) or deliberately send very large attachments to one recipient. Any unsolicited e-mail messages sent to 10 or more recipients, or a series of unsolicited e-mail messages or large attachments sent to one recipient, constitutes "spamming" or "mailbombing" and is prohibited. Likewise, you may not use the Extranet to collect responses from mass unsolicited e-mail messages.

Spoofing/Fraud

You may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than yourself for purposes of deception. Any attempt to impersonate someone else using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge or otherwise falsify your identity in connection with your use of the Extranet is prohibited.

E-Mail Relay

Any use of another party's electronic mail server to relay e-mail without express permission from such other party is prohibited.

Illegal Activity

You agree to use the Extranet only for lawful purposes. Use of the Extranet for transmission, distribution, retrieval or storage of any information, data or other material in violation of any applicable law, regulation, tariff or treaty is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws or is obscene, defamatory or otherwise unlawful.

Privacy

Any data or information submitted to or provided by us through the Extranet will be subject to any Privacy Statement that Lawn Doctor has or may develop in the future. Any data or information submitted through the Extranet to any party or person will be transmitted at your own risk. We make no guarantee regarding, and assume no liability for, the security and privacy of any data or information you transmit via the Extranet or over the Internet (including without limitation data or information transmitted via any server designated as "secure").

Excessive Usage and Inactivity Disconnects

If we have specified bandwidth limitations for your user account, we will inform you and you will not use the Extranet in excess of those limitations. Also, if you are accessing the Extranet via a dial-up connection, we may terminate your user session if you are connected for an excessive amount of time in order to protect our network resources and maintain Extranet availability for others.

You may keep your user session connected only when you are actively using the Extranet. We may disconnect your user session if there appears to be no interactive activity within a prescribed amount of time. Activity that is automatically generated by your computer system through automated programs, scripts, re-dialers, or any other software or hardware device will not be considered "interactive." The use of any automated method to avoid inactivity disconnects or to automatically reinstate an inactive connection is prohibited.

Other Prohibited Activities

The following activities are also prohibited:

- Attempting to intercept, redirect or otherwise interfere with communications intended for others;
- Transmitting files, data or other materials containing a computer virus, corrupted data, worms, Trojan horses or other limiting routine, instruction or design that would erase data or programming or cause the Extranet or any other equipment or system to become inoperable or incapable of being used in the full manner for which it was designed;
- Using the Extranet to threaten, harass, stalk, abuse or otherwise violate the legal rights of others; and
- Any other inappropriate activity or abuse of the Extranet (as we determine in our sole discretion), whether or not specifically listed in these TOU, may result in suspension or termination of your access to and use of the Extranet.

Disclaimer

Lawn Doctor does not promise that any software or other material will work on your computer and is not responsible if they do not. Lawn Doctor makes no representation or warranty as to the timeliness or availability of the Extranet or the information contained therein or that the Extranet will be error-free. Lawn Doctor has no obligation to maintain or support the Extranet and may, at its option, discontinue the Extranet at any time.

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LAWN DOCTOR WILL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY OR INJURY CAUSED TO ANY PARTY (INCLUDING WITHOUT LIMITATION YOU AND/OR YOUR EMPLOYEES), INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, RESULTING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS, THE EXTRANET, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED ON THE EXTRANET, EVEN IF LAWN DOCTOR AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify and hold harmless Lawn Doctor and Lawn Doctor's corporate affiliates, as well as their respective direct and indirect owners, officers, directors, agents and employees from and against any and all claims brought by any other party relating to your use of the Extranet (as well as the associated costs of defense, including without limitation, legal fees).

Submissions

Notes, messages, ideas, suggestions, concepts or other material submitted to Lawn Doctor ("**Submissions**") will be considered non-confidential and non-proprietary. Lawn Doctor will have no obligation regarding Submissions. Lawn Doctor and its designees will be entitled to copy, distribute, incorporate, modify and otherwise use the Submissions for any type of commercial or non-commercial use, including in any media, whether now known or not yet conceived. You agree that Lawn Doctor has the right to publish Submissions for any type of use as outlined above, including promotional and advertising purposes.

Lawn Doctor is not responsible for any Submissions posted on our forums. You will not submit or otherwise publish through these forums any content that:

- Defames, libels, or invades the privacy of other persons, is obscene, pornographic, abusive or threatening;
- Infringes on any intellectual property or other right of any person or entity, including but not limited to copyrights and trademarks;
- Violates any law;
- Advocates any illegal activity; or
- Advertises or solicits funds for goods or services.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws rules. If any provision of these TOU is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the TOU, and shall not affect the validity and enforceability of any remaining provisions.

Your Assent to These Terms

Your use of the Extranet is subject to the conditions of this TOU and the Extranet Agreement, and is also subject to the terms and conditions in your Franchise Agreement.

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EXHIBIT H

**LIST OF STATE AGENCIES/
AGENTS FOR SERVICE OF PROCESS**

EXHIBIT H

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

California

Commissioner of the Department of Business
Oversight:
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

1515 K Street, Suite 200
Sacramento, California 95814-4052
(916) 445-7205

San Diego

1350 Front Street, Rm. 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94105-2980
(415) 972-8559

Hawaii

(for service of process)
Commissioner of Securities
Business Registration Division
Department of Commerce
and Consumer Affairs
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)
Commissioner of Securities
Business Registration Division
Department of Commerce
and Consumer Affairs
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

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

Indiana

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, IN 46204
(317)232-6681

Maryland

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

Michigan

Corporations Division
Franchise
P.O. Box 30054
Lansing, MI 48909
(517) 373-7117

Minnesota

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101
(651) 296-6328

New York

(for service of process)

New York Department of State
Division of Corporations, State Records &
Uniform Commercial Code
One Commerce Plaza
99 Washington Ave., 6th Floor
Albany, New York 12231
(518) 474-4770

(for other matters)

New York State Department of Law
Investor Protection and Securities Bureau
120 Broadway, 23rd Floor
New York, New York 10271-0332
(212) 416-8000

North Dakota

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue State Capitol
Fifth Floor Dept 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

(for service of process)

Securities Commissioner
600 East Boulevard Avenue State Capitol
Fifth Floor Dept 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Oregon

Oregon Division of Finance and Corporate
Securities
350 Winter Street NE, Room 410
Salem, Oregon 97301-3881
(503) 378-4387

Rhode Island

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, RI 02920
(401) 462-9500

South Dakota

Division of Securities
Department of Labor and Regulation
445 East Capitol Ave.
Pierre, SD 57501-3185
(605) 773-4823

Virginia

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

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

Washington

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98501-9033
(360) 902-8760

Wisconsin

Commissioner of Securities
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703
(608) 266-8557

EXHIBIT I

OPERATIONS MANUAL TABLE OF CONTENTS

MANUAL	NUMBER OF CHAPTERS	NUMBER OF PAGES
Commercial Business Guide	6	100
Customer Service Manual	0	97
Franchisee Manual	0	95
Laborforce Manual	5	199
Marketing Resource Guide	9	100
Ordering Manual (4 parts)	0	63
Parts Price List Manual	0	187
Professional Equipment Manual (3 parts)	3	247
Quick Manual Summary Guide	0	101
Technical Resource Manual (3 parts)	7	204
Turf Tamer Power Seeder Manual (4 parts)	4	242
Turf Tamer Stand-On Applicator Manual (3 parts)	0	264
Turf Tamer Walk Behind Manual (3 parts)	1	404
Turf Tamer Wide Area Applicator Manual	10	145
Total Number of Pages		2448

EXHIBIT J

LIST OF CURRENT STRATEGIC-PARTNERS

LAWN DOCTOR FRANCHISES			
Strategic-Partner Listing as of December 31, 2013			
ALABAMA			
Strategic-Partner	Market	Address	Phone
Ray, James L.	LD OF ANNISTON-OXFORD-JACKSONVILLE	P.O. Box 2566 Anniston, AL 36202	256-835-2030
Smith, Corey	LD OF AUBURN-OPELIKA-LAGRANGE	P.O. Box 3285 Auburn, AL 36831-3285	334-501-2323
Womack, Starr F.	LD OF MADISON-DECATUR	P.O. Box 5338 Decatur, AL 35601	256-355-4362
Fowler, Charles S.	LD OF HARVEST-HAZEL GREEN-WEST HUNTSVILLE	P.O. Box 22172 Huntsville, AL 35814	256-722-1441
Moore, Jason R. Moore, John R.	LD OF EASTERN SHORE	P.O. Box 91218 Mobile, AL 36691-1218	251-660-0302
Moore, Jason R. Moore, John R.	LD OF MOBILE	P.O. Box 91218 Mobile, AL 36691-1218	251-660-0302
DeRamus, Stephen Clay	LD OF EAST MONTGOMERY	P.O. Box 3095 Montgomery, AL 36109	334-264-5296
Moore, Ryan Moore, Edgar LeRay	LD OF GADSDEN-BOAZ-ALBERTVILLE	PMB 128 3331 Rainbow Drive, Suite E Rainbow City, AL 35906	256-442-3108
Vickers, Rickey W. Vickers, Elaine B.	LD OF SOUTH HOOVER-PELHAM-HELENA-ALABASTER	732 Montgomery Highway Vestavia Hills, AL 35216	205-942-3989
Vickers, Rickey W. Vickers, Elaine B.	LD OF VESTAVIA-NORTH HOOVER	732 Montgomery Highway Vestavia Hills, AL 35216	205-942-3989
ARIZONA			
Pisano, Napoleon O.	LD OF MESA	P.O. Box 20646 Mesa, AZ 85277	480-361-5512
ARKANSAS			
Sollars, Justin Sollars, Dana	LD OF BENTON-BRYANT	P.O. Box 1044 Benton, AR 72018-1044	501-315-7775
Ratcliff, Mike	LD OF HOT SPRINGS	P.O. Box 20587 Hot Springs, AR 71903-0587	501-609-0055
Johnson, Sharon L.	LD OF MAUMELLE-NORTH LITTLE ROCK	P.O. Box 24234 Little Rock, AR 72221-4234	501-455-4800
Johnson, Sharon L.	LD OF WEST LITTLE ROCK	P.O. Box 24234 Little Rock, AR 72221-4234	501-455-4800
CALIFORNIA			
Lamond, Tiffany N.	LD OF BAKERSFIELD	8920 Quail Hollow Court Bakersfield, CA 93314	661-399-5296
Christie, Thomas D. Christie, Anna	LD OF HUNTINGTON BEACH	7071 Warner Ave #F401 Huntington Beach, CA 92647	714-848-0222
Taylor, Thomas K. Taylor, Marie A.	LD OF NORTH COUNTY COASTAL	P.O. Box 3021 Oceanside, CA 92051-3021	760-967-7800
Chrisman, Michael D. Chrisman, Mary Beth	LD OF CLAREMONT-UPLAND-CHINO	3045 S. Archibald Avenue Suite H #332 Ontario, CA 91761	909-923-9262
Chrisman, Michael D. Chrisman, Mary Beth	LD OF RANCHO CUCAMONGA	3045 S. Archibald Avenue Suite H #332 Ontario, CA 91761	909-923-9262
COLORADO			
Johnson, Marion F. Johnson, Karen L.	LD OF BOULDER	P.O. Box 18556 Boulder, CO 80308	303-442-1074
Harl, J. Brent	LD OF COLORADO SPRINGS	2295 Busch Avenue Ste. 1 Colorado Springs, CO 80904	719-596-0740
Verde, Michael F.	LD OF FORT COLLINS	P.O. Box 1784 Fort Collins, CO 80522	970-221-0441
Harl, J. Brent	LD OF ARVADA-WHEATRIDGE	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001

Harl, J. Brent	LD OF AURORA NORTH	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF AURORA SOUTH	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF BRIGHTON	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF BROOMFIELD-NORTH WESTMINSTER	5315 W. Mississippi Avenue Lakewood, CO 80226	303-424-0093
Harl, J. Brent	LD OF COLUMBINE	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF DOUGLAS-ELBERT COUNTIES	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF ENGLEWOOD-ARAPAHOE COUNTY	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF LAKEWOOD	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF LITTLETON-ENGLEWOOD EAST	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF NORTH CENTRAL DENVER	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF SOUTH DENVER COUNTY-N.W. LITTLETON	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF SOUTHEAST DENVER-CHERRY CREEK DAM	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Harl, J. Brent	LD OF THORNTON-NORTHGLENN	5315 W. Mississippi Avenue Lakewood, CO 80226	303-936-8001
Johnson, Marion F. Johnson, Karen L.	LD OF LONGMONT	P.O. Box 1511 Longmont, CO 80502	303-442-1074
Pettijohn, Jay W.	LD OF LOVELAND-GREELEY-WINDSOR	P.O. Box 7658 Loveland, CO 80537	970-669-3192
Vitt, Gavin B.	LD OF PUEBLO	82 North Mission Drive Pueblo West, CO 81007	719-543-2491
CONNECTICUT			
Hof, David J.	LD OF AVON-FARMINGTON	P.O. Box 1403 Manchester, CT 06045	860-643-9956
Hof, David J.	LD OF HARTFORDS-MANCHESTER	P.O. Box 1403 Manchester, CT 06045	860-643-9956
King, Eileen S. King, Donald F.	LD OF GREATER NEW HAVEN	P.O. Box 3181 Milford, CT 06460-0981	203-878-3355
King, Donald F. King, Eileen S.	LD OF HAMDEN-WALLINGFORD-CHESHIRE	P.O. Box 3181 Milford, CT 06460-0981	203-878-3355
King, Eileen S. King, Donald F.	LD OF MILFORD-STRATFORD	P.O. Box 3181 Milford, CT 06460-0981	203-878-3355
Callahan, David Callahan, Cynthia F.	LD OF BRANFORD-GUILFORD-MADISON	P.O. Box 244 Ridgefield, CT 06877	860-669-5999
Callahan, David Callahan, Cynthia F.	LD OF NEW FAIRFIELD-NEW MILFORD	P.O. Box 244 Ridgefield, CT 06877	203-794-1290
Callahan, Cynthia F. Callahan, David	LD OF RIDGEFIELD-DANBURY	P.O. Box 244 Ridgefield, CT 06877	203-794-1290
Demeyer, John R.	LD OF BETHEL-BROOKFIELD-REDDING	P.O. Box 384 Southbury, CT 06488	203-881-9998

Demeyer, John R.	LD OF NEWTOWN-SOUTHBURY	P.O. Box 384 Southbury, CT 06488	203-881-9998
Demeyer, John R.	LD OF THE NAUGATUCK VALLEY	P.O. Box 384 Southbury, CT 06488	203-881-9998
Demeyer, John R.	LD OF TRUMBULL	P.O. Box 384 Southbury, CT 06488	203-881-9998
Tyson, Anthony M. Johnson-Tyson, Elizabeth	LD OF BRISTOL-SOUTHINGTON	410A Queen Street Southington, CT 06410-1882	203-439-7008
Tyson, Anthony M. Johnson-Tyson, Elizabeth	LD OF NEWINGTON-GLASTONBURY	410A Queen Street Southington, CT 04610-1882	203-439-7008
Angus, Jeffrey G.	LD OF FAIRFIELD	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G.	LD OF GREENWICH	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G.	LD OF NORWALK-WILTON	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G.	LD OF STAMFORD-DARIEN-NEW CANAAN	76 Viaduct Road Stamford, CT 06907	203-348-3025
Angus, Jeffrey G.	LD OF WESTPORT-WESTON	76 Viaduct Road Stamford, CT 06907	203-348-3025
DELAWARE			
Mraz, Garry F.	LD OF BRANDYWINE	P.O. Box 488 Chester Heights, PA 19017	302-764-2030
Faust, Dennis R.	LD OF SUSSEX COUNTY	P.O. Box 349 Lewes, DE 19958	302-378-3435
Abbott, William G.	LD OF NEWARK	P.O. Box 8130 Newark, DE 19714	302-731-1616
McGackin, Gerald P.	LD OF WILMINGTON	P.O. Box 3049 Newport, DE 19804	302-656-4900
Faust, Dennis R.	LD OF DOVER-MIDDLETOWN	P.O. Box 464 Odessa, DE 19730	302-378-3435
FLORIDA			
Duffy, James P. Duffy, Dorothy A.	LD OF EAST SARASOTA-EAST BRADENTON	12940 Express Ct. Suite #1 Fort Myers, FL 33913	239-768-9366
Duffy, James P. Duffy, Dorothy A.	LD OF FORT MYERS	12940 Express Ct. Suite #1 Fort Myers, FL 33913	239-768-9366
Duffy, James P. Duffy, Dorothy A.	LD OF NOKOMIS-VENICE-ENGLEWOOD	12940 Express Ct. Suite #1 Fort Myers, FL 33913	239-768-9366
Duffy, James P. Duffy, Dorothy A.	LD OF NORTH NAPLES-BONITA SPRINGS	12940 Express Ct. Suite #1 Fort Myers, FL 33913	239-768-9366
Duffy, James P. Duffy, Dorothy A.	LD OF SEMINOLE-LARGO	12940 Express Ct. Suite #1 Fort Myers, FL 33913	239-768-9366
Duffy, James P. Duffy, Dorothy A.	LD OF WEST BRADENTON-WEST SARASOTA	12940 Express Ct. Suite #1 Fort Myers, FL 33913	239-768-9366
Duffy, James P. Duffy, Dorothy A.	LD OF CAPE CORAL-SANIBEL ISLAND	12940 Express Ct. Suite #1 Fort Myers, FL 33913	239-768-9366
Ortiz, Samuel	LD OF NORTH MELBOURNE	P.O. Box 410587 Melbourne, FL 32941	321-259-9190

Bibbs, Dennis W.	LD OF WEST TAMPA-OLDSMAR	3905 Tampa Road #81 Oldsmar, FL 34677	813-749-6420
Dunning, Steven C. Jeanne Dunning Cross, Linda G.	LD OF DAYTONA BEACH	226A St. Joe Plaza Drive #128 Palm Coast, FL 32164	386-437-4303
Dunning, Steven C. Jeanne Dunning Cross, Linda G.	LD OF DELTONA-DEBARY	226A St. Joe Plaza Drive #128 Palm Coast, FL 32164	386-437-4303
Smith, Pete Smith, Alex	LD OF BOYNTON BEACH	1732 S. Congress Avenue Palm Springs, FL 33461	561-383-2818
Smith, Pete Smith, Alex	LD OF CENTRAL AND SOUTH BOCA RATON	1732 S. Congress Avenue Palm Springs, FL 33461	561-383-2818
Smith, Pete Smith, Alex	LD OF LAKE WORTH-SOUTH WEST PALM BEACH	1732 S. Congress Avenue Palm Springs, FL 33461	561-383-2818
Smith, Pete Smith, Alex	LD OF NORTHERN BOCA RATON	1732 S. Congress Avenue Palm Springs, FL 33461	561-383-2818
Maffei, Richard F. Maffei, Margaret	LD OF SOUTH JACKSONVILLE-SAINT JOHNS	3501-B North Ponce DeLeon Blvd. #358 Saint Augustine, FL 32084	904-217-7983
Haase, Ted W.	LD OF FORT WALTON BEACH-DESTIN-NICEVILLE	P.O. Box 802 Shalimar, FL 32579	850-651-8232
Lawless, IV, Andrew F.	LD OF CORAL GABLES-KEY BISCAYNE	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Fischer, Christopher G.	LD OF ZEPHYRHILLS-LAND O LAKES	P.O. Box 7598 Wesley Chapel, FL 33545	813-973-1602
GEORGIA			
Jourdan, Daniel B. Jourdan, Sharon Davis	LD OF ACWORTH	3790 Highway 92 Suite 220 Acworth, GA 30102	770-517-2129
Dickerson, Kehn Dickerson, Alicia	LD OF ALPHARETTA-CUMMING	P.O. Box 2893 Alpharetta, GA 30023	770-888-4779
Dickerson, Kehn Dickerson, Alicia	LD OF BUFORD-DACULA	P.O. Box 2893 Alpharetta, GA 30023	770-888-4779
Dickerson, Kehn Dickerson, Alicia	LD OF GAINESVILLE	P.O. Box 2893 Alpharetta, GA 30023	770-888-4779
Ammons, George H.	LD OF BRUNSWICK-ST. SIMONS-ST. MARYS	P.O. Box 419 Brunswick, GA 31521-0419	912-265-0801
Dickerson, Kehn Dickerson, Alicia	LD OF COLUMBUS-PHENIX CITY	P.O. Box 635 Fortson, GA 31808	706-563-7282
Dickerson, Kehn Dickerson, Alicia	LD OF EAST COLUMBUS-FORTSON	P.O. Box 635 Fortson, GA 31808	706-563-7282
Deloach, Mark D.	LD OF S.W. SAVANNAH	P.O. Box 7542 Garden City, GA 31418	912-966-1123
Deloach, Mark D.	LD OF S.E. SAVANNAH	P.O. Box 7542 Garden City, GA 31418	912-966-1123
Stewart, John Michael	LD OF NORTH MARIETTA	703 Fairgate Road, Suite 302 Marietta, GA 30064	770-425-2284
Stewart, John Michael	LD OF SOUTHEAST MARIETTA	703 Fairgate Road, Suite 302 Marietta, GA 30064	770-425-2284
Stewart, John Michael	LD OF SOUTHWEST MARIETTA	703 Fairgate Road, Suite 302 Marietta, GA 30064	770-425-2284
Lang, Gordon O.	LD OF DULUTH	P.O. Box 920686 Norcross, GA 30010-0686	770-888-9838
Lang, Gordon O.	LD OF NORTH NORCROSS-NORTH DUNWOODY	P.O. Box 920686 Norcross, GA 30010-0686	770-888-9838
Lang, Gordon O.	LD OF SOUTH DUNWOODY-SANDY SPRINGS	P.O. Box 920686 Norcross, GA 30010-0686	770-888-9838
Oliver, Shawn P. Kriegh, Matthew D.	LD OF CARTERSVILLE-CANTON	538 Industrial Drive Woodstock, GA 30189	770-591-9101

Oliver, Shawn P. Kriegh, Matthew D.	LD OF HIRAM-DALLAS-POWDER SPRINGS	538 Industrial Drive Woodstock, GA 30189	770-591-9101
Oliver, Shawn P. Kriegh, Matthew D.	LD OF KENNESAW	538 Industrial Drive Woodstock, GA 30189	770-591-9101
Oliver, Shawn P. Kriegh, Matthew D.	LD OF N.E. MARIETTA	538 Industrial Drive Woodstock, GA 30189	770-591-9101
Oliver, Shawn P. Kriegh, Matthew D.	LD OF ROSWELL	538 Industrial Drive Woodstock, GA 30189	770-591-9101
Oliver, Shawn P. Kriegh, Matthew D.	LD OF WOODSTOCK	538 Industrial Drive Woodstock, GA 30189	770-591-9101
ILLINOIS			
Shkyria, Christopher J.	LD OF ANTIOCH-GURNEE-LAKE VILLA	P.O. Box 918 Antioch, IL 60002	847-395-0940
Shkyria, Christopher J.	LD OF WAUKEGAN-LAKE FOREST	P.O. Box 918 Antioch, IL 60002	847-395-0940
Toth, Kimberly	LD OF BATAVIA-AURORA	1921 W. Wilson St. Suite A #215 Batavia, IL 60510	630-406-8535
Toth, Kimberly	LD OF NAPERVILLE	1921 W. Wilson St. Suite A #215 Batavia, IL 60510	630-406-8535
Toth, Kimberly	LD OF WHEATON-GLEN ELLYN-WINFIELD	1921 W. Wilson Street Suite A #215 Batavia, IL 60510	630-681-8580 847-844-1332
Winfrey, Sallie M.	LD OF BARRINGTON-PALATINE	P.O. Box 5918 Buffalo Grove, IL 60089	
Winfrey, Sallie M.	LD OF BUFFALO GROVE-LAKE ZURICH	P.O. Box 5918 Buffalo Grove, IL 60089	847-844-1332
Black, Brian	LD OF GREATER SPRINGFIELD	P.O. Box 172 Chatham, IL 62629	217-529-5288
Blechle, Kevin M. Blechle, Tina	LD OF BELLEVILLE-COLUMBIA-WATERLOO	P.O. Box 671 Columbia, IL 62236	618-610-6278
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Grolier, Jean-Marc	LD OF WAPPINGER FALLS	P.O. Box 127 Stormville, NY 12582	845-582-0545
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Barry, Jason T.	LD OF GREATER MONROE-WASHINGTONVILLE-CORNWALL AREA	P.O. Box 89 Washingtonville, NY 10992	845-496-0582
Conklin, Ross N. Navan, James E.	LD OF THE HAMPTONS	P.O. Box 755 Water Mill, NY 11976	631-537-7122
NORTH CAROLINA			
Fisher, Keith N.	LD OF ASHEVILLE-WAYNESVILLE	P.O. Box 415 Candler, NC 28715	828-648-3112
Fisher, Keith N.	LD OF HENDERSON COUNTY	P.O. Box 415 Candler, NC 28715	828-693-5900
Benbow, Richard J.	LD OF SOUTHERN WAKE COUNTY	P.O. Box 971 Garner, NC 27529	919-977-4379
Wilkerson, Ronny J.	LD OF HARRISBURG-EAST CHARLOTTE	P.O. Box 1091 Harrisburg, NC 28075-1091	704-456-7360
Wilkerson, Ronny J.	LD OF MATTHEWS-WEDDINGTON-BALLANTYNE	P.O. Box 1091 Harrisburg, NC 28075-1091	704-456-7360
Wilkerson, Ronny J.	LD OF SOUTH CHARLOTTE	P.O. Box 1091 Harrisburg, NC 28075-1091	704-456-7360
Britt, Victor W.	LD OF CARY-APEX	5265 Sunset Lake Road PMB #46 Holly Springs, NC 27540	919-362-1808
Britt, Victor W.	LD OF CHAPEL HILL	5265 Sunset Lake Road PMB #46 Holly Springs, NC 27540	919-362-1808
Britt, Victor W.	LD OF EAST RALEIGH-WAKE FOREST-FALLS LAKE	5265 Sunset Lake Road PMB #46 Holly Springs, NC 27540	919-362-1808

Britt, Victor W.	LD OF WEST DURHAM	5265 Sunset Lake Road PMB #46 Holly Springs, NC 27540	919-362-1808
Morelock, Roy W. Morelock, Erica L.	LD OF LAKE NORMAN	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Morelock, Roy W. Morelock, Erica L.	LD OF LEWISVILLE-ADVANCE-PFAFFTOWN	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Morelock, Roy W. Morelock, Erica L.	LD OF NORTH MECKLENBURG	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Morelock, Roy W. Morelock, Erica L.	LD OF WINSTON-SALEM WEST	11937 Ramah Church Road Huntersville, NC 28078	704-948-7111
Harkness, John H. Harkness, Dorene G.	LD OF BURLINGTON-PITTSBORO-SANFORD	P.O. Box 943 Siler City, NC 27344-0943	919-663-0888
Harkness, John H. Harkness, Dorene G.	LD OF GREENSBORO EAST	P.O. Box 943 Siler City, NC 27344-0943	919-663-0888
Harkness, John H. Harkness, Dorene G.	LD OF GREENSBORO WEST	P.O. Box 943 Siler City, NC 27344-0943	919-663-0888
Harkness, John H. Harkness, Dorene G.	LD OF KERNERSVILLE-WALKERTOWN-SUMMERFIELD	P.O. Box 943 Siler City, NC 27344-0943	919-663-0888
Bland, Jr., William E.	LD OF THE ALBEMARLE	P.O. Box 391 South Mills, NC 27976	252-771-3137
McGee, John E. McGee, Susan S.	LD OF BRUNSWICK COUNTY	P.O. Box 15072 Wilmington, NC 28408	910-452-0090
McGee, John E. McGee, Susan S.	LD OF WILMINGTON NC	P.O. Box 15072 Wilmington, NC 28408	910-452-0090
OHIO			
Hildebrand, Jeremy	LD OF BEAVERCREEK-BELLBROOK	P.O. Box 340892 Beavercreek, OH 45434-0892	937-681-0400
Klima, Ross J.	LD OF ELYRIA-AMHERST	1907 W. State Street #145 Fremont, OH 43420	419-734-1035
Klima, Ross J.	LD OF SANDUSKY-FREMONT	1907 W. State Street #145 Fremont, OH 43420	419-734-1035
Imler, Dennis J. Imler, Patricia A.	LD OF ARLINGTON-HILLIARD	P.O. Box 1326 Hilliard, OH 43026	614-771-1589
Imler, Dennis J. Imler, Patricia A.	LD OF DUBLIN-POWELL-WORTHINGTON	P.O. Box 1326 Hilliard, OH 43026	614-771-1589
Imler, Dennis J. Imler, Patricia A.	LD OF GROVE CITY-GALLOWAY	P.O. Box 1326 Hilliard, OH 43026	614-771-1589
Wade, Michael R.	LD OF MIDDLETOWN, OHIO	4323 Pennswood Drive Middletown, OH 45042	513-422-9563
OKLAHOMA			
Morrison, David S. Morrison, Rhonda J.	LD OF EDMOND	2410 West Memorial Road Suite C #414 Oklahoma City, OK 73134	405-286-6183
PENNSYLVANIA			
Foose, Michael J.	LD OF ALTOONA	1904 N. 4th Avenue Altoona, PA 16601	814-943-2430
Foose, Michael J.	LD OF JOHNSTOWN	1904 N. 4th Avenue Altoona, PA 16601	814-943-2430
Krape, Curt L.	LD OF STATE COLLEGE-BELLEFONTE	132 Shady Farm Lane Bellefonte, PA 16823	814-383-2218
Cieniewicz, Jody F. Cieniewicz, Dawn M.	LD OF NORTHEAST READING	P.O. Box 55 Birdsboro, PA 19508	610-582-7285
Cieniewicz, Jody F. Cieniewicz, Dawn M.	LD OF SOUTHWEST BERKS	P.O. Box 55 Birdsboro, PA 19508	610-582-7285
Lipe, Jeffrey Mark Lipe, Denise	LD OF STROUDSBURG-BANGOR	P.O. Box 452 Brodheads ville, PA 18322	570-402-5002

Day, Robert F. Day, Kathleen M.	LD OF DOYLESTOWN AREA	P.O. Box 100 Chalfont, PA 18914	215-822-0346
Day, Robert F. Day, Kathleen M.	LD OF NORTH WALES-LOWER GWYNEDD-AMBLER-WHITPAIN	P.O. Box 100 Chalfont, PA 18914	215-822-0346
Day, Robert F.	LD OF WARRINGTON-WARMINSTER	P.O. Box 100 Chalfont, PA 18914	215-822-0346
Mraz, Garry F.	LD OF LOWER MERION	P.O. Box 488 Chester Heights, PA 19017	610-361-8560
Wooleyhan, Jesse R. Wooleyhan, Diane Lynn	LD OF ASTON-MIDDLETOWN	P.O. Box 901 Concordville, PA 19331	610-459-4477
Wooleyhan, Jesse R. Wooleyhan, Diane Lynn	LD OF MARPLE-UPPER PROVIDENCE	P.O. Box 901 Concordville, PA 19331	610-459-4477
Litten, Steven P. Litten, Deborah P.	LD OF CHAMBERSBURG-GETTYSBURG-HANOVER	P.O. Box 4794 Gettysburg, PA 17325	717-337-0887
Terry, Jr., Charles	LD OF BETHLEHEM-HELLERTOWN	P.O. Box 104 Hellertown, PA 18055-0104	610-838-2686
Terry, Jr., Charles	LD OF WEST ALLENTOWN-WHITEHALL	P.O. Box 104 Hellertown, PA 18055-0104	610-838-2686
Cieniewicz, Jody F. Cieniewicz, Dawn M.	LD OF LEBANON-PALMYRA	P.O. Box 861 Lebanon, PA 17042-0861	717-270-0981
Nolt, Dale L.	LD OF HERSHEY	20 Middle Creek Road Lititz, PA 17543	717-859-5810
French, James L.	LD OF LANCASTER NORTHWEST	P.O. Box 148 Millersville, PA 17551	717-397-2000
French, James L. French, Michael L.	LD OF NW YORK-DOVER-SHREWSBURY	P.O. Box 148 Millersville, PA 17551	717-397-2000
French, James L.	LD OF WEST LANCASTER	P.O. Box 148 Millersville, PA 17551	717-397-2000
Piccolo, Mark P.	LD OF CAMP HILL	P.O. Box 616 New Cumberland, PA 17070	717-774-2446
Piccolo, Mark P.	LD OF MECHANICSBURG	P.O. Box 616 New Cumberland, PA 17070	717-774-2446
Hill, Barbara E.	LD OF GREATER BOYERTOWN AREA	P.O. Box 116 Oxford, PA 19363	610-497-2220
Hill, Barbara E.	LD OF GREATER LANSDALE	P.O. Box 116 Oxford, PA 19363	610-497-2220
Hill, Barbara E.	LD OF HAVERFORD TOWNSHIP	P.O. Box 116 Oxford, PA 19363	610-497-2220
McGackin, Gerald P.	LD OF TREDYFFRIN-EASTTOWN-NEWTOWN SQUARE	P.O. Box 461 Paoli, PA 19301	610-296-8056
May, Christopher	LD OF EAST LACKAWANNA COUNTY	P.O. Box 1030 Pittston, PA 18640	570-654-2575
May, Christopher	LD OF GREATER SCRANTON	P.O. Box 1030 Pittston, PA 18640	570-654-2575
May, Christopher	LD OF LUZERNE COUNTY	P.O. Box 1030 Pittston, PA 18640	570-654-2575
Polito, Joseph I. Davidheiser, Aaron E.	LD OF COLLEGEVILLE-UPPER PROVIDENCE-UPPER MERION	P.O. Box 164 Schwenksville, PA 19473	610-489-1307
Polito, Joseph I. Davidheiser, Aaron E.	LD OF PLYMOUTH-WHITEMARSH-EAST AND WEST NORRITON	P.O. Box 164 Schwenksville, PA 19473	610-272-6711
Magda, Gregory W.	LD OF EASTERN MONTGOMERY COUNTY	P.O. Box 2565 Warminster, PA 18974	215-672-8600
Magda, Gregory W.	LD OF LOWER BUCKS COUNTY	P.O. Box 2565 Warminster, PA 18974	215-672-8600
Fransen, Erik C.	LD OF EASTON	51 Willow Street Suite D Washington, NJ 07882	908-835-8700

Fransen, Erik C.	LD OF MACUNGIE-EMMAUS-COOPERSBURG	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
Fransen, Erik C.	LD OF QUAKERTOWN-PERKASIE	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
Fransen, Erik C.	LD OF WESTERN LEHIGH COUNTY	51 Willow Street Suite D Washington, NJ 07882	908-835-8700
Carroll, Robert G. Carroll, Linette	LD OF CHESTER COUNTY-MAIN LINE	P.O. Box 528 Westtown, PA 19395	610-696-3108
Carroll, Robert G. Carroll, Linette	LD OF CHESTER SPRINGS-GLENMOORE-COATESVILLE	P.O. Box 528 Westtown, PA 19395	610-696-3108
Deigan, John K.	LD OF CRANBERRY TWP-GIBSONIA-MARS	P.O. Box 896 Wexford, PA 15090	724-935-0007
RHODE ISLAND			
Haworth, George W.	LD OF CRANSTON-PROVIDENCE-PAWTUCKET	P.O. Box 3712 Pawtucket, RI 02861-0733	401-392-1025
Haworth, George W.	LD OF CUMBERLAND-LINCOLN-SMITHFIELD	P.O. Box 3712 Pawtucket, RI 02861-0733	401-392-1025
Haworth, George W.	LD OF KINGSTOWN-NARRAGANSETT-WESTERLY	P.O. Box 3712 Pawtucket, RI 02861-0733	401-392-1025
Haworth, George W.	LD OF NEWPORT-PORTSMOUTH-BARRINGTON	P.O. Box 3712 Pawtucket, RI 02861-0733	401-392-1025
Haworth, George W.	LD OF WARWICK-GREENWICH-COVENTRY	P.O. Box 3712 Pawtucket, RI 02861-0733	401-392-1025
SOUTH CAROLINA			
Bussert, Dave Bussert, Zackary D.	LD OF COLUMBIA SC	P.O. Box 24661 Columbia, SC 29224	803-786-1414
Dalton, Roderick C.	LD OF CENTRAL COLUMBIA	P.O. Box 6594 Columbia, SC 29260-6594	803-782-8212
Bussert, Dave Bussert, Zackary D.	LD OF LEXINGTON-WEST COLUMBIA	P.O. Box 24661 Columbia, SC 29224	803-786-1414
Webber, Timothy A.	LD OF FLORENCE-DARLINGTON	927 Leyland Drive Florence, SC 29501	843-617-3265
Deloach, Mark D.	LD OF BEAUFORT COUNTY	P.O. Box 7542 Garden City, GA 31418	843-837-5296
Funke, Amy E. Funke, Scott A.	LD OF GREER	2131 Woodruff Road Suite 2100 #343 Greenville, SC 29607	864-675-6610
Funke, Amy E. Funke, Scott A.	LD OF MAULDIN-SIMPSONVILLE	2131 Woodruff Road Suite 2100 #343 Greenville, SC 29607	864-675-6610
Wilkerson, Ronny J.	LD OF ROCK HILL-FORT MILL	P.O. Box 1091 Harrisburg, NC 28075-1091	704-456-7360
Schneider, Eileen M.	LD OF GEORGETOWN COUNTY	P.O. Box 2218 Murrells Inlet, SC 29576	843-235-2070
Culpepper III, Shelton S.	LD OF GOOSE CREEK-NORTH CHARLESTON	P.O. Box 576 Summerville, SC 29484	843-873-5711
Culpepper III, Shelton S.	LD OF MT. PLEASANT-ISLE OF PALMS	P.O. Box 576 Summerville, SC 29484	843-849-1029
Culpepper III, Shelton S.	LD OF SOUTH CHARLESTON	P.O. Box 576 Summerville, SC 29484	843-873-5711
Culpepper III, Shelton S.	LD OF SUMMERVILLE	P.O. Box 576 Summerville, SC 29484	843-873-5711
Culpepper III, Shelton S.	LD OF WEST ASHLEY	P.O. Box 576 Summerville, SC 29484	843-873-5711

Pope, Christopher G.	LD OF HORRY COUNTY	P.O. Box 16602 Wilmington, NC 28408	843-436-0189
TENNESSEE			
Berry, Michael Gary	LD OF GREENEVILLE-MORRISTOWN-ROGERSVILLE	3390 Stone Dam Road Chuckey, TN 37641-4724	423-257-8987
Williams, Mark T. Williams, Marcia M.	LD OF CLARKSVILLE	725 Madison Street Clarksville, TN 37040	931-648-4459
Williams, Mark T. Williams, Marcia M.	LD OF FRANKLIN-BRENTWOOD	725 Madison Street Clarksville, TN 37040	615-665-9777
Williams, Mark T. Williams, Marcia M.	LD OF GREEN HILLS-BELLEVUE	725 Madison Street Clarksville, TN 37040	615-665-9777
Williams, Mark T. Williams, Marcia M.	LD OF HENDERSONVILLE-GOODLETTSVILLE-GALLATIN-MADISON	725 Madison Street Clarksville, TN 37040	615-665-9777
Williams, Mark T. Williams, Marcia M.	LD OF ROBERTSON COUNTY	725 Madison Street Clarksville, TN 37040	615-665-9777
Tesreau, Kevin P. Tesreau, Cynthia Lynn	LD OF BARTLETT-ARLINGTON-OAKLAND	P.O. Box 383313 Germantown, TN 38183-3313	901-385-0808
Tesreau, Kevin P. Tesreau, Cynthia Lynn	LD OF EASTERN SHELBY COUNTY	P.O. Box 383313 Germantown, TN 38183-3313	901-385-0808
Morelock, Roy W. Morelock, Erica L.	LD OF JOHNSON CITY-BRISTOL-BLOUNTVILLE	P.O. Box 1683 Kingsport, TN 37662	423-247-1600
Morelock, Roy W. Morelock, Erica L.	LD OF KINGSPORT-JONESBOROUGH	P.O. Box 1683 Kingsport, TN 37662	423-247-1600
Mary, Michael E.	LD OF EAST KNOXVILLE-SEVIER COUNTY	10933 McBride Lane Knoxville, TN 37932	865-777-0458
Mary, Michael E.	LD OF MARYVILLE-ALCOA	10933 McBride Lane Knoxville, TN 37932	865-777-0458
Mary, Michael E.	LD OF OAK RIDGE-LENOIR CITY-HARRIMAN	10933 McBride Lane Knoxville, TN 37932	865-777-0458
Mary, Michael E.	LD OF WEST KNOXVILLE	10933 McBride Lane Knoxville, TN 37932	865-777-0458
Crombie, Dean H. Crombie, Jo Ann R.	LD OF ANTIOCH-SMYRNA	P.O. Box 956 Murfreesboro, TN 37133-0956	615-962-7225
Crombie, Dean H. Crombie, Jo Ann R.	LD OF MURFREESBORO	P.O. Box 956 Murfreesboro, TN 37133-0956	615-962-7225
TEXAS			
Fails, Jason W.	LD OF BASTROP	P.O. Box 735 Bastrop, TX 78602-0735	512-289-3285
Platt, James M. Platt, Patricia	LD OF CEDAR PARK-LEANDER	P.O. Box 759 Cedar Park, TX 78630-0759	512-238-6283
Toups, Lanny J. Toups, Aaron M. Toups, Corey	LD OF BEDFORD-EULESS-COLLEYVILLE	P.O. Box 380822 Duncanville, TX 75138	972-803-1682
Toups, Lanny J. Toups, Aaron M.	LD OF GRAND PRAIRIE	P.O. Box 380822 Duncanville, TX 75138	972-803-1682
Toups, Lanny J. Toups, Corey Toups, Aaron M.	LD OF NORTH ARLINGTON	P.O. Box 380822 Duncanville, TX 75138	972-803-1682
Toups, Lanny J. Toups, Aaron M. Toups, Corey	LD OF NORTH RICHLAND HILLS	P.O. Box 380822 Duncanville, TX 75138	972-803-1682
Toups, Lanny J. Toups, Aaron M.	LD OF SOUTH ARLINGTON	P.O. Box 380822 Duncanville, TX 75138	972-803-1682
Mitchell, Jr., Kenneth C. Mitchell, Melody	LD OF KELLER-SOUTHLAKE-HALTOM CITY	P.O. Box 163453 Ft. Worth, TX 76161	817-577-1405
Mitchell, Jr., Kenneth C. Mitchell, Melody	LD OF NORTHWEST FORT WORTH	P.O. Box 163453 Ft. Worth, TX 76161	817-577-1405

Barnes, Craig R.	LD OF GRANBURY-BURLESON	P.O. Box 7153 Granbury, TX 76049	817-243-4948
Barnes, Craig R.	LD OF WEATHERFORD-STEPHENVILLE	P.O. Box 7153 Granbury, TX 76049	817-243-4948
Robinson, Randall Robinson, Amber	LD OF SOUTH KATY	22136 Westheimer Parkway #734 Katy, TX 77450-8296	281-712-1183
Robinson, Randall Robinson, Amber	LD OF SUGAR LAND-RICHMOND	22136 Westheimer Parkway #734 Katy, TX 77450-8296	281-712-1183
Grimm, K. Michael Grimm, Laura J.	LD OF FLOWER MOUND-COPPELL	P.O. Box 1150 Lewisville, TX 75067-1150	972-221-1873
Grimm, K. Michael Grimm, Laura J.	LD OF LEWISVILLE	P.O. Box 1150 Lewisville, TX 75067-1150	972-221-1873
Polmanteer, Kristena A.	LD OF THE WOODLANDS-MAGNOLIA	6606 FM 1488 Ste 148-114 Magnolia, TX 77354	281-789-4580
Best, Mark W.	LD OF SOUTH FORT WORTH-MANSFIELD	P.O. Box 1487 Mansfield, TX 76063	817-734-3215
Armstrong, Joel	LD OF PEARLAND-MANVEL	P.O. Box 841753 Pearland, TX 77584	281-692-2498
Smith, Jr., Raymond L. Smith, Christopher M. Smith, Kevin M.	LD OF FRISCO-LITTLE ELM	1900 Preston Rd #267 PMB257 Plano, TX 75093	214-227-9292
Smith, Jr., Raymond L. Smith, Christopher M. Smith, Kevin M.	LD OF PLANO	1900 Preston Rd #267 PMB257 Plano, TX 75093	214-227-9292
Shopher, Jerry W. Holbert, Gary L.	LD OF RICHARDSON	P.O. Box 37 Sherman, TX 75091-0037	972-994-0851
Shopher, Jerry W. Holbert, Gary L.	LD OF SHERMAN	P.O. Box 37 Sherman, TX 75091-0037	972-994-0851
UTAH			
Norton, Chad Summers, Nicholas	LD OF CACHE VALLEY	P.O. Box 3668 Logan, UT 84323	435-753-5296
Norton, Chad	LD OF WEBER COUNTY	P.O. Box 3668 Logan, UT 84323	435-753-5296
VIRGINIA			
Walek, John P. Walek, Barbara C.	LD OF HANOVER-GOOCHLAND	10974 Richardson Road Ashland, VA 23005	804-550-3800
Walek, John P. Walek, Barbara C.	LD OF WEST HENRICO	10974 Richardson Road Ashland, VA 23005	804-550-3800
Walek, John P. Walek, Barbara C.	LD OF CHESTERFIELD	10974 Richardson Road Ashland, VA 23005	804-550-3800
Walek, John P. Walek, Barbara C.	LD OF MIDLOTHIAN	10974 Richardson Road Ashland, VA 23005	804-550-3800
O'Roke, Eric W.	LD OF NORTHERN SHENANDOAH VALLEY	P.O. Box 265 Clear Brook, VA 22624	540-665-1990
DeKraft, Jeannette B. Neie, Kimberly	LD OF FAIRFAX NORTH	10818 Fairchester Drive Fairfax, VA 22030	703-591-5665
DeKraft, Jeannette B. Neie, Kimberly	LD OF FAIRFAX SOUTH	10818 Fairchester Drive Fairfax, VA 22030	703-591-5665
Bradford, Christopher W. Bradford, Erin E.	LD OF GAINESVILLE-BRISTOW-HAYMARKET-FAUQUIER	P.O. Box 5407 Fredericksburg, VA 22403	540-286-3074
Bradford, Christopher W. Bradford, Erin E.	LD OF STAFFORD-CULPEPER	P.O. Box 5407 Fredericksburg, VA 22403	540-286-3074
Martin, Terrell Blaine Martin, Patricia Craig	LD OF CENTRAL VIRGINIA	P.O. Box 11153 Lynchburg, VA 24506	434-528-4200
Hodgson, Joseph D.	LD OF GREAT FALLS-WEST MCLEAN-RESTON	P.O. Box 7906 McLean, VA 22106	877-762-4461

Hodgson, Joseph D.	LD OF MCLEAN-LANGLEY	P.O. Box 7906 McLean, VA 22106	877-762-4461
Reier, Douglas L.	LD OF WILLIAMSBURG	P.O. Box 2345 Poquoson, VA 23662	757-867-5296
Reier, Douglas L.	LD OF YORKTOWN-GRAFTON	P.O. Box 2345 Poquoson, VA 23662	757-867-5296
Wade, Shawn P. Wade, Frank R. Wade, Patricia A.	LD OF SALEM-HOLLINS	P.O. Box 221 Salem, VA 24153	540-345-0530
Wade, Shawn P. Wade, Frank R. Wade, Patricia A.	LD OF SOUTHWEST ROANOKE	P.O. Box 221 Salem, VA 24153	540-345-0530
Lawless, IV, Andrew F.	LD OF ALEXANDRIA	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F.	LD OF BURKE-SPRINGFIELD	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F.	LD OF EAST LOUDOUN	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F.	LD OF FAIRFAX EAST-VIENNA EAST	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F.	LD OF FALLS CHURCH-ARLINGTON	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F.	LD OF LEE-MT. VERNON	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Lawless, IV, Andrew F.	LD OF SOUTH FAIRFAX CITY-KINGS PARK WEST	25050 Riding Plaza Suite 130 #808 South Riding, VA 20152	703-378-8000
Madden, Jr, Stephen R. Madden, Marietta A.	LD OF BAYSIDE-GREAT NECK	P.O. Box 64916 Virginia Beach, VA 23467	757-436-4965
Madden, Jr, Stephen R.	LD OF GREAT BRIDGE-HICKORY-DEEP CREEK AND GREENBRIER	P.O. Box 64916 Virginia Beach, VA 23467	757-436-4965
Madden, Jr, Stephen R.	LD OF KEMPSVILLE	P.O. Box 64916 Virginia Beach, VA 23467	757-436-4965
Madden, Jr, Stephen R. Madden, Marietta A.	LD OF PORTSMOUTH-SUFFOLK AND WESTERN BRANCH	P.O. Box 64916 Virginia Beach, VA 23467	757-436-4965
Madden, Jr, Stephen R.	LD OF VIRGINIA BEACH SOUTH	P.O. Box 64916 Virginia Beach, VA 23467	757-436-4965
Pierpoint, Gary B.	LD OF MANASSAS-DUMFRIES	P.O. Box 2425 Woodbridge, VA 22195-0408	703-590-7950
Pierpoint, Gary B.	LD OF WOODBRIDGE	P.O. Box 2425 Woodbridge, VA 22195-0408	703-590-7950
WASHINGTON			
Plumb, David	LD OF KIRKLAND-BELLEVUE	1015 7th Avenue Suite 120 Kirkland, WA 98033	425-576-4468
WEST VIRGINIA			
O'Roke, Eric W.	LD OF BERKELEY-JEFFERSON COUNTIES	P.O. Box 1105 Martinsburg, WV 25402-1105	304-263-1966
WISCONSIN			
Sonderegger, Paul O. Sonderegger, Mary	LD OF EAST TROY-WAUKESHA-MUKWONAGO-WATERFORD	P.O. Box 973 East Troy, WI 53120	262-366-7736

Sonderegger, Paul O. Sonderegger, Mary	LD OF NEW BERLIN-MUSKEGO	P.O. Box 973 East Troy, WI 53120	262-366-7736
Sonderegger, Paul O. Sonderegger, Mary	LD OF SOUTHWEST MILWAUKEE	P.O. Box 973 East Troy, WI 53120	262-366-7736
Bounting, Chad Bounting, Amanda	LD OF HUDSON-RIVER FALLS-NEW RICHMOND	P.O. Box 806 Hudson, WI 54016	715-381-8253
Grutz, Jerry A. Grutz, Cathleen J.	LD OF LA CROSSE	P.O. Box 3522 La Crosse, WI 54602-3522	608-781-5044
Grutz, Jerry A. Grutz, Cathleen J.	LD OF EAST MADISON-WAUNAKEE	P.O. Box 46167 Madison, WI 53744	608-270-6210
Grutz, Jerry A. Grutz, Cathleen J.	LD OF SUN PRAIRIE-COTTAGE GROVE-DE FOREST	P.O. Box 46167 Madison, WI 53744	608-270-6210
Grutz, Jerry A. Grutz, Cathleen J.	LD OF VERONA-STOUGHTON	P.O. Box 46167 Madison, WI 53744	608-270-6210
Grutz, Jerry A. Grutz, Cathleen J.	LD OF WEST MADISON-MIDDLETON	P.O. Box 46167 Madison, WI 53744	608-270-6210

EXHIBIT K

LIST OF FORMER STRATEGIC-PARTNERS

2013 TRANSFERS AND TERMINATIONS AS OF DECEMBER 31, 2013

ALABAMA

Charles G. Ponder and – **Transfer**
Charles D. Ponder
Lawn Doctor of South Hoover-Pelham-
Helena-Alabaster
266 Rocky Ridge Drive
Helena, AL 35080
(205) 621-7406

COLORADO

Marion F. and Karen L. Johnson –
Transfer
Lawn Doctor of Broomfield-North
Westminster
P.O. Box 1511
Longmont, CO 80502
(303) 442-1074

CONNECTICUT

Phillip Bruce Challinor – **Transfer**
Lawn Doctor of Branford-Guilford-
Madison
201 Old Spring Road
Fairfield, CT 06824
(203) 218-3311

FLORIDA

Marc J. Ruggieri – **Transfer**
Lawn Doctor of Boynton Beach
Lawn Doctor of Central and South Boca
Raton
Lawn Doctor of Northern Boca Raton
12443 Clearfalls Drive
Boca Raton, FL 33428
(561) 470-6009

GEORGIA

Zachary R. Austin and – **Transfer**
James R. Austin
Lawn Doctor of Alpharetta-Cumming
Lawn Doctor of Gainesville
Zachary: 4535 Sagebrush Drive
Kennesaw, GA 30152
(678) 363-3940
James: 1010 Token Way
Kennesaw, GA 30152
(770) 519-3310

Johnnie J. Wright – **Terminated**
Lawn Doctor of N.E. Marietta
Lawn Doctor of Roswell
1810 Milford Creek Court
Marietta, GA 30008
(770) 333-1934

Ann C. Pitner –
Lawn Doctor of Winder-Athens-Monroe
–**Terminated**
Lawn Doctor of Buford-Braselton-
Jefferson- **Transfer**
2840 Prospect Rd.
Rutledge, GA 30663
(404) 403-9482

ILLINOIS

Ronald R. Gregg – **Terminated**
Lawn Doctor of Morton-Bloomington-
Normal
486 Tazewood Road
Metamora, IL 61548
(309) 508-2359

MARYLAND

Wade A. Walters – **Terminated**
Lawn Doctor of North Silver Spring-
Laurel
Lawn Doctor of South Silver Spring-
Hyattsville
10510 Cobbler Valley Lane
Delaplane, VA 20144
(703) 930-7676

2013 TRANSFERS AND TERMINATIONS AS OF DECEMBER 31, 2013

NEVADA

Janice L. and Ross L. Foote and
Raymond W. Foote – **Terminated**
Lawn Doctor of Reno
Lawn Doctor of Sparks
Janice & Ross: 6340 Firebee Court
Sparks, NV 89436-8432
(775) 626-8288
Raymond: 1084 Sticklebract Drive
Sparks, NV 89436
(775) 424-4058

NEW JERSEY

Deborah A. O'Rourke – **Terminated***
Lawn Doctor of North Cherry Hill-
Pennsauken
P.O. Box 3501
Cherry Hill, NJ 08034
(856) 428-0858

NEW YORK

Jim Piedrahita – **Terminated**
Lawn Doctor of Staten Island
21 Avalon Lane
Manalapan, NJ 07726
(732) 677-3070

NORTH CAROLINA

Dale E. Chaney – **Transfer**
Lawn Doctor of Greensboro West
Lawn Doctor of Kernersville-
Walkertown-Summerfield
11920 Greenbriar Cove
Parkville, MO 64152
(336) 509-5688

OHIO

James C. Knight – **Terminated**
Lawn Doctor of Marysville-Delaware
3881 Berrywood Drive
Delaware, OH 43015
(740) 272-3611

OKLAHOMA

EAST\74194933.1

David and Jodi Lewis **Transfer**
Lawn Doctor of Edmond
3204 NW 176th Place
Edmond, OK 73012
(405) 850-1641

PENNSYLVANIA

Dennis C. Baldwin – **Transfer**
Lawn Doctor of Northeast Reading
Lawn Doctor of Southwest Berks
419 Beavers Road
Birdsboro, PA 19508-7904
(610) 582-7285

Jason W. Ray – **Terminated**
Lawn Doctor of Irwin-Greensburg
74 Raphael Drive
Irwin, PA 15642
(724) 861-4955

Robert J. and Cynthia J. Frommelt –
Transfer
Lawn Doctor of Easton
Lawn Doctor of Macungie-Emmaus-
Coopersburg
Lawn Doctor of Quakertown-Perkasie
Lawn Doctor of Western Lehigh County
56 Brasscastle Road
Washington, NJ 07882
(908) 399-4485

SOUTH CAROLINA

John E. McGee and – **Transfer**
David A. Sapp
Lawn Doctor of Horry County
McGee: P.O. Box 15072
Wilmington, NC 28408
(910) 452-0090
Sapp: 468 Collins Meadow Drive
Georgetown, SC 29440
(843) 546-4517

2013 TRANSFERS AND TERMINATIONS AS OF DECEMBER 31, 2013

TEXAS

Anthony D. and Tonya Glasco –

Terminated

Lawn Doctor of Cedar Hill-Duncanville

1027 Cove Meadow Court


Cedar Hill, TX 75104

(469) 575-0304

* This franchisee combined a territory
into other existing territories.

EXHIBIT L

FINANCIAL STATEMENTS



Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Financial Statements
Years Ended December 31, 2013 and 2012

The report accompanying these financial statements was issued by BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.



Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Financial Statements
Years Ended December 31, 2013 and 2012

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

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90 Woodbridge Center Dr., 4th Floor
Woodbridge, NJ 07095

Independent Auditor's Report

Board of Directors
Lawn Doctor, Inc.
Holmdel, NJ

We have audited the accompanying consolidated financial statements of Lawn Doctor, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2013 and 2012, and the related consolidated statements of operations, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lawn Doctor, Inc. and its subsidiaries as of December 31, 2013 and 2012, 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.

BDO USA, LLP

March 26, 2014

Consolidated Financial Statements

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Balance Sheets

<i>December 31,</i>	2013	2012
Assets		
Current assets:		
Cash and equivalents	\$ 1,791,944	\$ 2,573,328
Cash held in escrow restricted	-	1,625,000
Receivables from franchisees, net	1,630,270	1,782,729
Inventories, net	980,049	898,329
Prepaid expenses and other current assets	526,673	211,016
Total current assets	4,928,936	7,090,402
Property, plant and equipment, net	2,057,543	2,079,581
Intangible assets, net	19,290,822	19,990,822
Goodwill	6,466,621	6,466,621
Receivables from franchises	1,655,761	1,206,930
Other	354,775	601,129
Total assets	\$ 34,754,458	\$ 37,435,485
Liabilities and Stockholders' Equity		
Current liabilities:		
Current maturities of note payable to bank	\$ 1,012,500	\$ 1,062,500
Due to former stockholders	-	1,625,000
Contingent consideration payable	-	2,000,000
Accounts payable and accrued expenses	1,074,235	848,596
Deferred income taxes	288,000	167,000
Income taxes payable	279,679	133,326
Other current liabilities	783,741	290,571
Total current liabilities	3,438,155	6,126,993
Note payable to bank, less current maturities	11,734,375	6,587,500
Subordinated senior debt	8,500,000	8,500,000
Deferred income taxes	3,202,000	3,689,000
Other liabilities	143,643	143,680
Total liabilities	27,018,173	25,047,173
Stockholder's equity:		
Parent contribution	7,632,643	13,557,856
Retained earnings (deficit)	103,642	(1,169,544)
Total stockholder's equity	7,736,285	12,388,312
Total liabilities and stockholder's equity	\$ 34,754,458	\$ 37,435,485

See accompanying notes to the consolidated financial statements.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Statements of Operations

<i>Years ended December 31,</i>	2013	2012
Revenues:		
Operating revenues	\$ 11,523,501	\$ 10,823,043
Initial franchise fees	1,317,000	809,975
Interest, service charges and other income	175,865	212,880
Net revenues	13,016,366	11,845,898
Costs and expenses:		
Operating and training	1,352,634	1,582,912
Manufacturing	2,141,758	1,913,417
Selling, general and administrative	5,298,133	4,972,518
Income from operations	4,223,841	3,377,051
Other (expenses) income:		
Interest expense	(2,329,407)	(2,031,941)
Change in fair value of purchase consideration	-	(1,930,398)
Other income	32,307	225,352
Income (loss) before income taxes	1,926,741	(359,936)
Income taxes:		
Income tax expense	653,555	667,045
Consolidated net income (loss)	\$ 1,273,186	\$ (1,026,981)

See accompanying notes to the consolidated financial statements.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Statements of Changes in Stockholder's Equity

	Parent Contribution	Retained Earnings (Deficit)	Total Stockholder's Equity
Balance, December 31, 2011	\$ 13,500,000	\$ (142,563)	\$ 13,357,437
Net loss	-	(1,026,981)	(1,026,981)
Stock-based compensation expense	57,856	-	57,856
Balance, December 31, 2012	13,557,856	(1,169,544)	12,388,312
Net income	-	1,273,186	1,273,186
Distributions to Stockholder	(6,000,000)	-	(6,000,000)
Stock-based compensation expense	74,787	-	74,787
Balance, December 31, 2013	\$ 7,632,643	\$ 103,642	\$ 7,736,285

See accompanying notes to the consolidated financial statements.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Statements of Cash Flows

<i>Year ended December 31,</i>	2013	2012
Cash flows from operating activities:		
Consolidated net income (loss)	\$ 1,273,186	\$ (1,026,981)
Adjustments to reconcile consolidated net income (loss) to net cash flows from operating activities:		
Depreciation and amortization	795,499	779,847
Deferred income taxes	(366,000)	(145,000)
Stock-based compensation expense	74,787	57,856
Amortization of deferred loan costs	522,915	147,678
Change in fair value of contingent consideration payable	-	1,439,375
Gain on sale of assets	(450)	-
Changes in operating assets and liabilities:		
Receivables from franchisees	(296,372)	419,547
Inventories	(81,720)	82,230
Prepaid income taxes	-	517,259
Prepaid expenses and other current assets	(315,657)	104,962
Accounts payable and accrued expenses	225,639	188,094
Income taxes payable	146,353	132,326
Other current liabilities	514,020	62,389
Other liabilities	(9,689)	30,882
Net cash flows provided by operating activities	2,482,511	2,790,464
Cash flows from investing activities:		
Payments of post-closing adjustments to former stockholders	(3,625,000)	(549,605)
Release of cash held in escrow to former stockholders	1,625,000	250,000
Deposits of cash into escrow	-	(250,000)
Proceeds from sale of property and equipment	450	-
Purchases of property, plant and equipment	(58,819)	(48,221)
Net cash flows used in investing activities	(2,058,369)	(597,826)
Cash flows from financing activities:		
Proceeds of long-term debt, net of costs	6,136,876	-
Distributions	(6,000,000)	-
Payments of capital lease obligations	(25,840)	(4,977)
Payments for long-term debt	(1,040,001)	(850,000)
Payments for deferred loan costs	(276,561)	-
Net cash flows used in financing activities	(1,205,526)	(854,977)
Net change in cash and equivalents	(781,384)	1,337,661
Cash and equivalents, beginning of period	2,573,328	1,235,667
Cash and equivalents, end of period	\$ 1,791,944	\$ 2,573,328
Supplemental cash flow information:		
Interest paid	\$ 2,329,407	\$ 2,031,941
Income taxes paid	873,108	846,045
Non-cash investing and financing activities:		
Capital lease obligations	\$ 14,642	\$ 74,851

See accompanying notes to the consolidated financial statements.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

1. Nature of the Business

Lawn Doctor, Inc. (the "Company", "Lawn Doctor") grants franchises to conduct lawn care/conditioning, tree/shrub care and pest control businesses throughout the United States, consisting of the sale of services and products authorized by the Company.

2. Acquisition of the Company by LD Parent

On December 22, 2011, the stockholders of the predecessor company sold 100% of their common stock to LD Parent, Inc. in exchange for approximately \$29.8 million in cash and certain contingent consideration. At December 31, 2012, \$1,625,000 was held in escrow of which \$1,625,000 was released to former stockholders during 2013. Additional contingent consideration of \$2.0 million was paid to the former stockholders in 2013 based on the achievement of certain revenue benchmarks by the Company in 2012.

The acquisition of the predecessor company was funded with the proceeds of subordinated senior debt \$8,500,000, equity \$13,500,000 and the proceeds of an \$8,500,000 term loan from a bank. In conjunction with the acquisition, the two former principal stockholders of the predecessor company purchased a minority interest in LD Parent, Inc. and are also participating in the subordinated senior debt.

The Company's former stockholders were entitled to contingent consideration ("Earnout Consideration"), on a pro-rated basis. Service Fees received by the Company in 2012 exceeded \$9,400,000 which resulted in full Earnout Consideration of \$2,000,000. The estimated fair value of the Earnout Consideration at the date of acquisition (approximately \$561,000) was recorded in the purchase price consideration, in accordance with Generally Accepted Accounting Principles ("GAAP"), and was reflected in goodwill and other liabilities at December 31, 2012. The additional Earnout Consideration (approximately \$1,439,000) was recorded as change in fair value of purchase consideration for the year ended December 31, 2012.

The Company paid the former stockholders \$799,605 in 2012 upon the completion of all post-closing adjustments. In addition, the Company and the sellers negotiated an additional purchase price adjustment subsequent to the formal purchase agreement. This related to certain refundable income taxes that were paid by the predecessor company. It was later agreed that such refunds would go back to the former stockholders. The Company repaid the former stockholders \$492,398 in 2012 which is included in change in fair value of purchase consideration within the accompanying consolidated statement of operations.

For financial statement purposes, LD Parent, Inc. contributed all of its acquired equity in the acquisition transaction to Lawn Doctor, Inc. via push-down accounting.

The goodwill of approximately \$6,500,000 arising from the acquisition is implied by the transaction and represents intangible assets that do not qualify for separate recognition.

3. Basis of Presentation and Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Lawn Doctor, Inc. and its wholly-owned subsidiaries (collectively the "Company"). The consolidated financial statements of the

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

Company are prepared in accordance with accounting principles generally accepted in the United States of America. All significant intercompany transactions and accounts have been eliminated in consolidation. The Company is a wholly owned subsidiary of LD Parent Inc.

Revenue Recognition

Operating revenues consist of service fees derived from franchises ("Service Fees"), revenues from sales type leases of lawn care equipment, sales of parts and equipment to such franchisees and certain advertising agency revenues. Service fees from franchises are recorded as revenue when earned. Revenue from sales of parts and equipment are recognized upon shipment.

Initial franchise fees are recognized when the Company has performed all significant services, satisfied all conditions of sale and collection is reasonably assured. Commissions paid on initial franchise fees are deferred and charged to expense upon recognition of the initial fee.

Interest income related to notes receivable and loans receivable is recorded as revenue when earned (and collection is reasonably assured) in accordance with the interest method.

Receivables from Franchisees

Receivables from franchises are recorded at net realizable value. The Company provides an allowance for doubtful accounts for franchisees based on the aging of each franchisee's total receivables, unless, in the opinion of management, estimated net realizable value requires a further allowance. The Company monitors the business operations of new and existing franchises to ascertain that its policies continue to provide an appropriate allowance for receivables and financed franchise fees.

The Company provides franchisees with an option to finance initial franchise fees over a period of up to 96 months with interest at 12% per annum. Initial franchise fees financed were approximately \$550,000 and \$210,000 during the years ended December 31, 2013 and 2012, respectively. Additionally, the Company has converted accounts receivable from certain franchisees to notes receivable. These financing arrangements are recorded as notes receivable in receivables from franchisees in the accompanying consolidated balance sheets. As of December 31, 2013 and 2012, \$1,393,984 and \$1,002,951 was outstanding of which \$352,200 and \$310,999, respectively, was classified as a current asset.

The Company provides an estimated allowance for doubtful accounts on any notes and related interest with delinquent installments of more than six months. The Company ceases accrual of interest when the Company can no longer assert that the likelihood of collection is probable.

The Company leases equipment to its franchisees with an option to pay in full upon execution of the lease or finance over 42, 60, or 72 months depending on the type of equipment. Interest is not to exceed 1.5% per month and the Company recognizes the imputed interest over the term of the lease. The Company records these leases as a sales-type lease in accordance with ASC 840. Leased equipment is recorded in receivables from franchisees in the accompanying consolidated balance sheets. As of December 31, 2013 and 2012, \$853,165 and \$736,070 was outstanding of which \$239,189 and \$221,092, respectively, was classified as a current asset. As of December 31, 2013 and 2012, the Company recorded \$187,205 and \$160,000 as unearned interest of which \$70,632 and \$62,428, respectively, was classified as a current liability. Unearned interest beyond one year is recorded in other liabilities.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results, as determined at a later date, could differ from those estimates.

Shipping Costs

Costs to ship products to franchisees are expensed to manufacturing expenses as incurred. The Company recorded shipping costs of \$82,839 and \$83,113 for the years ended December 31, 2013 and 2012, respectively.

Cash and Equivalents

The Company considers money market funds and all other highly liquid debt instruments purchased with original maturity of three months or less to be cash equivalents.

Concentration of Credit Risk

The Company maintains its cash balances in a financial institution that is insured by the Federal Deposit Insurance Corporation up to \$250,000 each. At times, such balances may be in excess of the FDIC insurance limit. Under a temporary program, all non-interest bearing accounts regardless of their account balance are fully insured by the FDIC until December 31, 2013.

Inventories, net

Inventories are stated at the lower of cost (average cost) or market. Parts and materials are evaluated annually by management for net realizable value and obsolescence. At December 31, 2013 and 2012, the reserve for inventory was \$72,182 and \$24,498, respectively.

Property, Plant and Equipment

Property and equipment acquired in connection with the acquisition are stated at fair value, at the date of acquisition, less accumulated depreciation. Other property, plant and equipment are stated at cost less accumulated depreciation. The Company provides for depreciation generally on the straight-line method by charges to income at rates based upon estimated useful lives of 39 years for building, 5 to 7 years for furniture, fixtures and other equipment and 3 to 5 years for software and transportation equipment. Improvements to leasehold property are amortized on the straight-line method over the shorter of the asset life and remaining lease term.

Goodwill and Intangible Assets

As required by ASC 350, *Goodwill and Other Intangible Assets*, the Company tests goodwill for impairment. Goodwill is not amortized, but instead tested for impairment at the reporting unit level at least annually and more frequently upon the occurrence of certain events. The Company has one reporting unit. The annual goodwill impairment test is a two-step process. First, the Company determines if the carrying value of its related reporting unit exceeds fair value, which would indicate that goodwill may be impaired. If the Company then determines that goodwill may

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

be impaired, it compares the implied fair value of the goodwill to its carrying amount to determine if there is an impairment loss. In September 2011, the FASB issued ASU 2011-08 which amends ASC 350 for testing goodwill for impairment. The guidance provides an entity the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not (more than 50%) that the estimated fair value of a reporting unit is less than its carrying amount. If an entity elects to perform a qualitative assessment and determines that an impairment is more likely than not, the entity is then required to perform the existing two-step quantitative impairment test, otherwise no further analysis is required. An entity also may elect not to perform the qualitative assessment and, instead, proceed directly to the two-step quantitative impairment test. The ultimate outcome of the goodwill impairment review for a reporting unit should be the same whether an entity chooses to perform the qualitative assessment or proceeds directly to the two-step quantitative impairment test. In conjunction with management's annual review of goodwill, the Company adopted the new guidance and concluded it is more likely than not that the fair value of the reporting unit exceeds its carrying amount.

The Company accounts for the impairment of long-lived assets other than goodwill in accordance with ASC 360, *Accounting for the Impairment or Disposal of Long-Lived Assets*. In accordance with ASC 360, the Company evaluates long-lived assets, including intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable based on expected undiscounted cash flows attributable to that asset or group of assets. The amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset. The Company did not have any long-lived assets impairment indicators during the year.

Amortization expense for the years ended December 31, 2013 and 2012 was \$700,000 and \$700,000, respectively.

Deferred Loan Costs

Costs related to financing are being capitalized and amortized over the term of the related debt facilities. Amortization of debt issuance costs are recorded in interest expense in the consolidated statement of operations.

Income Taxes

The asset and liability approach is used to recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities.

The Company recognizes a tax benefit from an uncertain position only if it is more likely than not the position is sustainable, based solely on its technical merits and consideration of the relevant taxing authority's widely understood administrative practices and precedents. If this threshold is met, the Company measures the tax benefit as the largest amount of benefit that is greater than fifty percent likely being realized upon ultimate settlement. The Company recognizes interest and penalties, if any, related to unrecognized tax benefits as income tax expense in the statement of operations. As of December 31, 2013, there was no impact to the financial statements relating to accounting for uncertainty in income taxes.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

Fair Value Measurements

Fair value is a market-based measurement, which is defined as the price that would be received to sell an asset or transfer a liability in an orderly transaction between market participants at the measurement date. Valuation techniques for fair value measurements include the market approach (comparable market prices), the income approach (present value of future income or cash flow) and the cost approach (cost to replace the service capacity of an asset or replacement cost), which are each based upon observable and unobservable inputs. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. The Company utilizes a fair value hierarchy that prioritizes inputs to fair value measurement techniques into three broad levels:

- Level 1: Observable inputs such as quoted prices for identical assets or liabilities in active markets.
- Level 2: Observable inputs other than quoted prices that are directly or indirectly observable for the asset or liability, including quoted prices for similar asset or liabilities in active markets; quoted prices for similar or identical assets or liabilities in markets that are not active; and mode-derived valuations whose inputs are observable or whose significant value drivers are observable.
- Level 3: Unobservable inputs that reflect the reporting entity's own assumptions.

The carrying value of the term loan approximates fair value due to the variable interest rate associated with this financial instrument. The subordinated debt agreement has a fixed interest rate.

Advertising Expenses

The Company expenses the production costs of television commercials the first time the advertising takes place. All other advertising costs are expensed as incurred. Total advertising expense was approximately \$296,000 and \$376,000 for the years ended December 31, 2013 and 2012.

The Company incurs regional advertising costs, which are re-paid weekly by franchisees based upon their cash receipts. The balances are reported as prepaid or accrued expenses at year-end.

4. Receivables from Franchisees

<i>December 31,</i>	2013	2012
Amounts billed and currently receivable from franchisees	\$ 1,213,600	\$ 1,452,952
Notes receivable from franchisees	352,200	310,999
Net investment in sales type leases	239,189	221,092
Less: Allowance for doubtful accounts	(174,719)	(202,314)
Current portion	1,630,270	1,782,729
Notes receivable from franchisees	1,041,784	691,952
Net investment in sales type leases	613,977	514,978
Noncurrent portion	1,655,761	1,206,930
	\$ 3,286,031	\$ 2,989,659

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

The Company wrote off uncollectible accounts totaling approximately \$134,065 and \$197,986 for the years ended December 31, 2013 and 2012, respectively. The Company collected \$4,008 and \$248,442 for the years ended December 31, 2013 and 2012, respectively, on previously written off accounts which based on Company policy is recorded as other income.

5. Property, Plant and Equipment

Property, plant and equipment consist of the following:

<i>December 31,</i>	2013	2012
Land	\$ 440,304	\$ 440,304
Building	1,419,696	1,419,696
Furniture, fixtures and other equipment	266,574	193,113
Leasehold improvements	107,787	107,787
	<u>2,234,361</u>	<u>2,160,900</u>
Less: Accumulated depreciation	176,818	81,319
	<u>\$ 2,057,543</u>	<u>\$ 2,079,581</u>

Furniture, fixtures and other equipment includes equipment under capital leases totaling \$90,692 and \$74,851 at December 31, 2013 and 2012, respectively. Total accumulated depreciation associated with the equipment under capital leases totaled \$16,349 and \$2,532 as of December 31, 2013 and 2012, respectively.

Depreciation and amortization expense totaled \$95,499 and \$79,847 for the years ended December 31, 2013 and 2012, respectively.

6. Other Assets

Other assets are summarized as follows:

<i>December 31,</i>	2013	2012
Deferred loan costs, net	\$ 340,352	\$ 586,707
Other	14,423	14,422
	<u>\$ 354,775</u>	<u>\$ 601,129</u>

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Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

7. Goodwill and Intangible Assets

Goodwill and intangible assets are summarized as follows:

<i>December 31,</i>	2013	2012	Useful Life
Goodwill	\$ 6,466,621	\$ 6,466,621	Indefinite
Intangible assets, net			
Trade name	\$ 7,040,000	\$ 7,040,000	Indefinite
Systems-in-place	3,170,000	3,170,000	Indefinite
Franchisee relationships	10,500,000	10,500,000	15 years
	20,710,000	20,710,000	
Less: Accumulated amortization	1,419,178	719,178	
	\$ 19,290,822	\$ 19,990,822	

Estimated future amortization expense of franchise relationships at December 31, 2013 is as follows:

<i>Years ending December 31,</i>	
2014	\$ 700,000
2015	700,000
2016	700,000
2017	700,000
2018	700,000
2019 and thereafter	5,580,822
	\$ 9,080,822

8. Borrowing Arrangements

Credit Agreement

On December 22, 2011, the Company entered into a Credit Agreement (the "Agreement") with a bank (the "Senior Lender") which provided for an \$8,500,000 five-year term loan to partially fund the acquisition of the Company and a \$2,000,000 revolving loan commitment. Borrowings under the Agreement are secured by substantially all assets of the Company. Interest rates, as defined in the Agreement, are based upon either a LIBOR or a Base Rate (as determined by management), plus a specified margin.

On September 24, 2013, the Company amended and restated their Agreement, consisting of a new \$13.5 million term loan ("Term Loan"). The Term Loan matures on September 30, 2018. As a result of the refinancing, the previous debt related to the Agreement was extinguished and the related unamortized deferred loan costs of \$401,970 were expensed through Interest Expense within the accompanying Consolidated Statement of Operations. The proceeds were used to refinance existing indebtedness under the existing Agreement, distribution payments to stockholders, and for working capital and other general corporate purposes.

There were no outstanding borrowings under the revolving loan commitment at December 31, 2013.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

Term Loan

The Term Loan is payable in quarterly principal installments of \$253,125, commencing on December 31, 2013 through December 31, 2015; and \$337,500 commencing on March 31, 2016 until the maturity date on September 30, 2018, at which time the outstanding balance of \$7,346,875 will be due and payable. The Agreement also provides for an annual mandatory prepayment of principal based on excess cash flow (as defined in the loan agreement).

The interest rate on the term loan varies depending if the loan is a Base Rate Loan or a LIBOR Loan. At December 31, 2013, the Company elected to treat the term loan as a LIBOR Loan, which carried an effective interest rate of 6.7%.

Repayment of the term loan is as follows:

<i>Years ending December 31,</i>	
2014	\$ 1,012,500
2015	1,012,500
2016	1,350,000
2017	1,350,000
2018	8,021,875
	<hr/> \$ 12,746,875 <hr/>

Subordinated Senior Debt

The acquisition of the Company was also partially funded with the proceeds of an \$8,500,000 loan from its principal stockholder. The two former major stockholders of the predecessor company have a \$1,875,000 participation in such subordinated loan. The loan is due in March 2017, is subordinated to the Senior Lender described above, is collateralized by substantially all assets of Lawn Doctor, Inc. and is guaranteed by the Company. Interest only is payable monthly at 15% per annum. The subordinated loan also provides for the maintenance of certain financial ratios, consistent with those required by the Senior Lender.

The agreements also provide for the maintenance of certain financial covenants, including leverage and fixed charge ratios. At December 31, 2013, the Company was in compliance with all of the covenant requirements.

Lease Commitments

The Company leases certain property and equipment that expire in 2015. Future commitments under capital leases at December 31, 2013 and 2012 are \$58,675 and \$69,874 of which \$31,606 and \$23,765, respectively, is recorded as a current liability in other current liabilities within the accompanying Consolidated Balance Sheets. These amounts in the Consolidated Balance Sheets at 2013 & 2012 do not include imputed interest of \$6,548 and \$11,944, respectively. Interest rates range from 9.20% to 12.24%.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

9. Commitments and Contingencies

Operating Leases

The Company leases its manufacturing facility and certain automobiles from unrelated parties under non-cancellable operating leases which expire on various dates through 2023. Future minimum rental payments under these leases are as follows:

<i>Years ending December 31,</i>	
2014	\$ 244,886
2015	231,901
2016	196,524
2017	190,906
2018	194,868
	<hr/> \$ 1,059,085 <hr/>

Total rent paid for facilities and equipment was approximately \$264,000 and \$303,000 for the years ended December 31, 2013 and 2012.

Employment Agreement

The Company has an employment agreement with a key executive which provides for an annual base salary plus an incentive bonus which is payable upon the achievement of certain defined financial benchmarks. The agreement expires in December 2014 and is renewable automatically for an additional one year term, unless the agreement is earlier terminated by either party. The agreement also includes a non-compete clause should the employee be terminated under specific terms of the agreement.

Employee Benefit Plan

The Company has a 401(k) savings retirement plan for all eligible employees. The plan allows for employee contributions to be matched by the Company on a pro rata basis. Contributions made to the plan by the Company, including fees, were approximately \$56,235 and \$59,830 for the years ended December 31, 2013 and 2012, respectively.

Litigation

The Company is party to various legal proceedings that arise in the normal course of business. In the present opinion of management, none of these proceedings, individually or in the aggregate, are likely to have a material adverse effect on the consolidated financial position or consolidated results of operations or cash flows of the Company. However, management cannot provide assurance that any adverse outcome would not be material to the Company's consolidated financial position or consolidated results of operations or cash flows.

10. Related Party Transactions

See Note 8 for subordinated debt with the stockholders of LD Parent and Note 2 for acquisition related transactions.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

11. Stockholders' Equity

Distributions

Distributions are payable at the discretion of the Board of Directors. Distributions in the amount of \$6,000,000 were paid to LD Parent for the year ended December 31, 2013. No distributions were made for the year ended December 31, 2012.

12. Income Taxes

Net deferred tax assets and liabilities are summarized as follows:

<i>Years ended December 31,</i>	2013	2012
Total deferred tax assets	\$ 136,000	\$ 113,000
Total deferred tax liabilities	(3,626,000)	(3,969,000)
Net deferred income tax liabilities	\$ (3,490,000)	\$ (3,856,000)

A summary of current and deferred income taxes included in the consolidated statement of operations is as follows:

<i>December 31,</i>	2013	2012
Current:		
Federal	\$ 859,925	\$ 628,000
State	159,630	184,045
	1,019,555	812,045
Deferred:		
Federal/State	(366,000)	(145,000)
Total tax expense	\$ 653,555	\$ 667,045

The most significant jurisdictions in which the Company is required to file income tax returns include the U.S. federal jurisdiction, the states of New Jersey, New York and Pennsylvania. With limited exceptions, the Company is no longer subject to New Jersey state income tax examinations prior to June 30, 2012.

For the years ended December 31, 2013 the effective tax rate is lower than the statutory rate due primarily to the Federal Domestic Production Activities Deduction (DPAD) as well as the tax benefit from the actualization of prior year returns filed. The effective rate for the year ended December 31, 2012 was higher than the statutory rate due primarily to the change in fair value of contingent consideration.

13. Stock-Based Compensation

Share Options

The Company follows ASC 718, *Share-Based Payment*, for recording stock-based compensation. The fair value of each time-based and performance-based option award is estimated on the date of grant using a Black-Scholes option pricing model. These options, along with performance based options, will be expensed when such events are deemed probable. Expected volatilities are based on historical volatility of an appropriate industry sector index and other factors. The expected

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

term of options with fixed exercise prices is derived by using the midpoint between vesting and expiration as the expected term of the option grant which is permitted under the guidance. The risk-free rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve in effect at the time of grant.

There were no options granted, forfeited or exercised during 2013. A summary of assumptions for the 2012 Plan is presented below:


Expected volatility	32.25%
Expected term (years)	7.50
Expected dividend yield	0.00%
Risk-free interest rate	1.18%

As of December 31, 2013 and 2012 there was \$120,000 and \$160,000, respectively, of total unrecognized compensation cost related to non-vested share-based compensation arrangements under the Plan, which vest over 5 years from issuance (2012). In addition, in 2012 performance based awards were issued which vest over a period of 4-5 years upon meeting certain financial metrics. Total unrecognized compensation cost related to the performance awards are \$502,500 and \$657,500 at December 31, 2013 and 2012.

For December 31, 2013 and 2012 the Company recorded \$74,787 and \$57,856, respectively in Selling, general, and administrative expenses for share-based compensation.

14. Subsequent Events

Management has reviewed and evaluated all events and transactions as of March 26, 2014, the date that the consolidated financial statements were available for issuance.



Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Financial Report
Year Ended December 31, 2012 and Periods Ended
December 31, 2011 and December 21, 2011



Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Financial Report
Year Ended December 31, 2012 and Periods Ended
December 31, 2011 and December 21, 2011

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

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Independent Auditor's Report

Board of Directors and Stockholders
Lawn Doctor, Inc.
Holmdel, NJ

We have audited the accompanying consolidated financial statements of Lawn Doctor, Inc. and its subsidiaries, which comprise the consolidated balance sheet as of December 31, 2012, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lawn Doctor, Inc. and its subsidiaries as of December 31, 2012, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The 2011 consolidated financial statements of Lawn Doctor, Inc. and its subsidiaries, which comprise the balance sheet as of December 31, 2011 (Successor) and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the periods ended December 31, 2011 (Successor) and December 21, 2011 (Predecessor), and the related notes to the consolidated financial statements, were audited by other auditors, whose report dated March 28, 2012 expressed an unmodified opinion on those statements.

BDO USA, LLP

March 27, 2013

Consolidated Financial Statements

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Balance Sheets

<i>December 31,</i>	2012	2011
Assets		
Current assets:		
Cash and equivalents	\$ 2,573,328	\$ 1,235,667
Cash held in escrow restricted	1,625,000	250,000
Receivables from franchisees, net	1,782,729	2,444,905
Inventories, net	898,329	980,559
Prepaid income taxes	-	517,259
Prepaid expenses and other current assets	211,016	315,978
Total current assets	7,090,402	5,744,368
Property, plant and equipment, net	2,079,581	2,036,356
Intangible assets, net	19,990,822	20,690,822
Goodwill	6,466,621	6,466,621
Receivables from franchises	1,206,930	964,301
Other	601,129	2,373,807
Total assets	\$ 37,435,485	\$ 38,276,275
Liabilities and stockholders' equity		
Current liabilities:		
Current maturities of note payable to bank	\$ 1,062,500	\$ 850,000
Due to former stockholders	1,625,000	799,605
Contingent consideration payable	2,000,000	-
Accounts payable and accrued expenses	848,596	660,502
Deferred income taxes	167,000	235,000
Income taxes payable	133,326	1,000
Other current liabilities	290,571	204,416
Total current liabilities	6,126,993	2,750,523
Note payable to bank, less current maturities	6,587,500	7,650,000
Subordinated senior debt	8,500,000	8,500,000
Deferred income taxes	3,689,000	3,766,000
Due to former stockholders	-	1,625,000
Contingent consideration payable	-	560,625
Other liabilities	143,680	66,690
Total liabilities	25,047,173	24,918,838
Stockholders' equity:		
Common stock, par value \$.01 per share; 100 shares authorized; 100 shares issued and outstanding	1	1
Additional paid-in-capital	13,557,855	13,499,999
Retained (deficit) earnings	(1,169,544)	(142,563)
Total stockholders' equity	12,388,312	13,357,437
Total liabilities and stockholders' equity	\$ 37,435,485	\$ 38,276,275

See accompanying notes to the consolidated financial statements.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Statements of Operations

	Successor for the Year Ended December 31, 2012	Successor for the Period from December 22 through December 31, 2011	Predecessor for the Period from January 1 through December 21, 2011
Revenues:			
Operating revenues	\$ 10,823,043	\$ 164,999	\$ 10,049,134
Initial franchise fees	809,975	-	590,616
Interest, service charges and other income	212,880	6,114	462,025
Net revenues	11,845,898	171,113	11,101,775
Costs and expenses:			
Operating and training	1,582,912	46,099	1,937,645
Manufacturing	1,913,417	48,188	1,981,642
Selling, general and administrative	4,972,518	171,608	3,963,098
Income (loss) from operations	3,377,051	(94,782)	3,219,390
Other (expenses) income:			
Interest expense	(2,031,941)	(50,581)	-
Change in fair value of purchase consideration	(1,930,398)	-	-
Other expense	(23,090)	-	-
Other income	248,442	-	-
Transaction costs	-	-	(1,944,854)
(Loss) income before income taxes	(359,936)	(145,363)	1,274,536
Income taxes:			
Income tax expense (benefit)	667,045	(2,800)	798,139
Consolidated net (loss) income	\$ (1,026,981)	\$ (142,563)	\$ 476,397

See accompanying notes to the consolidated financial statements.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Statements of Changes in Stockholders' Equity

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Treasury Stock Shares	Treasury Stock Amount	Retained (Deficit) Earnings	Total Stockholders' Equity
Predecessor							
Balance, December 31, 2010	4,057	\$ 4,057	-	1,811	\$(2,452,132)	\$ 10,889,393	\$ 8,441,318
Period ended December 21, 2011							
Net income	-	\$ -	-	-	-	\$ 476,397	\$ 476,397
Dividends paid	-	-	-	-	-	(3,000,000)	(3,000,000)
Balance, December 21, 2011	4,057	\$ 4,057	-	1,811	\$(2,452,132)	\$ 8,365,790	\$ 5,917,715
Successor							
Period ended December 31, 2011							
Net loss	-	\$ -	-	-	-	\$ (142,563)	\$ (142,563)
Issuance of common stock in connection with acquisition	100	1	13,499,999	-	-	-	13,500,000
Balance, December 31, 2011	100	\$ 1	\$ 13,499,999	-	-	\$(142,563)	\$ 13,357,437
Year ended December 31, 2012							
Net loss	-	\$ -	-	-	-	\$ (1,026,981)	\$ (1,026,981)
Stock-based compensation expense	-	-	57,856	-	-	-	57,856
Balance, December 31, 2012	100	\$ 1	\$ 13,557,855	-	-	\$(1,169,544)	\$ 12,388,312

See accompanying notes to the consolidated financial statements.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Consolidated Statements of Cash Flows

	Successor for the Year Ended December 31, 2012	Successor for the Period from December 22 through December 31, 2011	Predecessor for the Period from January 1 through December 21, 2011
Cash flows from operating activities:			
Consolidated net (loss) income	\$ (1,026,981)	\$ (142,563)	\$ 476,397
Adjustments to reconcile consolidated net income to net cash flows from operating activities:			
Depreciation and amortization	779,847	24,788	61,080
Losses (recoveries) on receivables	-	-	79,578
Deferred income taxes	(145,000)	(8,000)	121,000
Stock-based compensation expense	57,856	-	-
Deferred loan costs	147,678	-	-
Change in fair value of Contingent consideration payable	1,439,375	-	-
Changes in operating assets and liabilities:			
Receivables from franchisees	419,547	78,408	(303,778)
Inventories	82,230	1,406	10,250
Prepaid income taxes	517,259	4,200	(520,759)
Prepaid expenses and other current assets	104,962	(89,590)	52,888
Accounts payable and accrued expenses	188,094	(750,794)	995,038
Income taxes payable	132,326	500	(69,670)
Other current liabilities	62,389	58,742	42,764
Other liabilities	30,882	-	-
Net cash flows provided by (used in) operating activities	2,790,464	(822,903)	944,788
Cash flows from investing activities:			
Payments of Post Closing Adjustments to former stockholders	(549,605)	-	-
Payment to former stockholders for acquisition of common stock, net of related costs and cash	-	(26,123,040)	-
Release of cash held in escrow to former stockholders	(250,000)	-	-
Deposits of cash into escrow	250,000	-	-
Purchases of property, plant and equipment	(48,221)	-	(35,987)
Net cash flows provided by (used in) investing activities	(597,826)	(26,123,040)	(35,987)
Cash flows from financing activities:			
Payment for deferred loan costs	-	(528,390)	-
Proceeds of long-term debt, net of costs	-	8,290,000	-
Proceeds of subordinated senior debt, net	-	6,920,000	-
Proceeds from issuance of common stock	-	13,500,000	-
Dividends paid	-	-	(3,000,000)
Payments of capital lease obligations	(4,977)	-	-
Payments for long-term debt	(850,000)	-	-
Net cash flows provided by (used in) financing activities	(854,977)	28,181,610	(3,000,000)
Net change in cash and equivalents	1,337,661	1,235,667	(2,091,199)
Cash and equivalents, beginning of period	1,235,667	-	3,595,370
Cash and equivalents, end of period	\$ 2,573,328	\$ 1,235,667	\$ 1,504,171
Supplemental cash flow information:			
Interest paid	\$ 2,031,941	\$ 35,417	\$ -
Income taxes paid	\$ 846,045	\$ -	\$ 1,268,668
Non-cash investing and financing activities:			
Elimination of predecessor company's stockholder's equity upon acquisition by LD Parent, Inc.	\$ -	\$ 5,917,715	\$ -
Deferred taxes recorded based upon the difference between the book and tax bases in intangible assets acquired	\$ -	\$ 4,200,000	\$ -
Contingent consideration payable	\$ -	\$ 560,625	\$ -
Due to former stockholders upon completion of post-closing adjustments	\$ -	\$ 549,605	\$ -
Adjustment to fair value of real estate acquired	\$ -	\$ 1,423,105	\$ -
Due to former stockholders amounts held in escrow	\$ -	\$ *1,775,000	\$ -
Cash acquired from predecessor company	\$ -	\$ 1,504,171	\$ -
Participation in subordinated senior debt by certain minority stockholders of LD Parent, Inc.	\$ -	\$ 1,580,000	\$ -
Loan cost withheld from debt proceeds	\$ -	\$ -	\$ -
Capital lease obligations	\$ 74,851	\$ -	\$ -

* \$1,625,000 remains at December 31, 2012

See accompanying notes to the consolidated financial statements.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

1. Nature of the Business

Lawn Doctor, Inc., grants franchises to conduct lawn care/conditioning, tree/shrub care and pest control businesses throughout the United States, consisting of the sale of services and products authorized by the Company.

2. Acquisition of the Company by LD Parent

On December 22, 2011, the stockholders of the predecessor company sold 100% of their common stock to LD Parent, Inc. in exchange for approximately \$29.8 million in cash and certain contingent consideration. The Company is holding \$1,625,000 in escrow at December 31, 2012, which is subject to possible future indemnification adjustments. At December 31, 2011, \$1,875,000 was held in escrow of which \$250,000 was released to former stockholders during 2012. Additional contingent consideration of \$2.0 million is payable to the former stockholders based on the achievement of certain revenue benchmarks by the Company in 2012.

The acquisition of the predecessor company was funded with the proceeds of subordinated senior debt (\$8,500,000), equity (\$13,500,000) and the proceeds of an \$8,500,000 term loan from a bank. In conjunction with the acquisition, the two former principal stockholders of the predecessor company purchased a minority interest in LD Parent, Inc. and are also participating in the subordinated senior debt.

The Company's former stockholders are entitled to contingent consideration ("Earnout Consideration"), on a pro-rated basis. Service Fees received by the Company in 2012 exceeded \$9,400,000 which resulted in full Earnout Consideration of \$2,000,000. The estimated fair value of the Earnout Consideration at the date of acquisition (approximately \$561,000) was recorded in the purchase price consideration, in accordance with GAAP, and is reflected in goodwill and other liabilities at December 31, 2011. The additional Earnout Consideration (approximately \$1,439,000) was recorded as Change in fair value of purchase consideration for the Year Ended December 31, 2012.

The Company paid the former stockholders \$799,605 (which included \$250,000 held in escrow at December 31, 2011) in 2012 upon the completion of all post-closing adjustments. In addition, the Company and the sellers negotiated an additional purchase price adjustment subsequent to the formal purchase agreement. This related to certain refundable income taxes that were paid by the predecessor company. It was later agreed that such refunds would go back to the former stockholders. The Company repaid the former stockholders \$492,398 in 2012 which is included in Change in fair value of purchase consideration within the accompanying Consolidated Statements of Operations.

For financial statement purposes, LD Parent contributed all of its acquired equity in the acquisition transaction to Lawn Doctor, Inc. ("push-down accounting").

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

The following table summarizes the fair value of the purchase consideration and the net assets acquired at the acquisition date of December 22, 2011 by the parent Company which was pushed down to Lawn Doctor, Inc. and subsidiaries:

	(Table amounts in 000's)
Consideration	
Purchase consideration	\$ 29,757
Fair value of contingent earnout consideration	561
Fair value of total purchase consideration	\$ 30,318
Recognized amounts of identifiable assets acquired and liabilities assumed	
Net working capital at acquisition, including cash	\$ 5,098
Property & equipment	2,019
Deferred tax liability associated with the future amortizable amount of intangibles which are not deductible for tax purposes	(4,200)
Other long-term assets (liabilities), net	224
Identifiable intangible assets:	
Trade name	7,040
Systems-in-place	3,170
Franchisee relationships	10,500
Total identifiable net assets	23,851
Goodwill	6,467
Total net assets	\$ 30,318

The goodwill of approximately \$6,500,000 arising from the acquisition is implied by the transaction and represents intangible assets that do not qualify for separate recognition.

3. Basis of Presentation and Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Lawn Doctor, Inc. and its wholly-owned subsidiaries (collectively the "Company"). The consolidated financial statements of the Company are prepared in accordance with accounting principles generally accepted in the United States of America. All significant intercompany transactions and accounts have been eliminated in consolidation.

The Company was acquired by LD Parent, Inc. ("LD Parent") on December 22, 2011, as described in Note 2. Upon consummation of the acquisition, the Company became a wholly-owned subsidiary of LD Parent. As a result of the change in control of the Company push down business combination accounting has been applied and the financial statements as of and for the periods ended December 31, 2012 and 2011 are on a different cost basis than the financial statements as of and for the period ended December 21, 2011.

Lawn Doctor, Inc. and Subsidiaries
(a wholly-owned subsidiary of LD Parent, Inc.)

Notes to Consolidated Financial Statements

Reclassifications

Certain balances in the 2011 financial statements have been reclassified to conform with the 2012 financial statements.

Revenue Recognition

Operating revenues consist of service fees derived from franchises ("Service Fees"), revenues from sales type leases of lawn care equipment, sales of parts and equipment to such franchisees and certain advertising agency revenues. Service fees from franchises are recorded as revenue when earned. Revenue from sales of parts and equipment are recognized upon shipment.

Initial franchise fees are recognized when the Company has performed all significant services, satisfied all conditions of sale and collection is reasonably assured. Commissions paid on initial franchise fees are deferred and charged to expense upon recognition of the initial fee.

Interest income related to notes receivable and loans receivable is recorded as revenue when earned (and collection is reasonably assured) in accordance with the interest method.

Receivables from Franchisees

Receivables from franchises are recorded at net realizable value. The Company provides an allowance for doubtful accounts for franchisees based on the aging of each franchisee's total receivables, unless, in the opinion of management, estimated net realizable value requires a further allowance. The Company monitors the business operations of new and existing franchises to ascertain that its policies continue to provide an appropriate allowance for receivables and financed franchise fees.

The Company provides franchisees with an option to finance initial franchise fees over a period of up to 96 months with interest at 12% per annum. Initial franchise fees financed were approximately \$210,000 and \$260,000 during the year ended December 31, 2012 and period ended December 31, 2011, respectively. There were no initial franchise fees financed by the Company during the period of December 22 to December 31, 2011. Additionally, the Company has converted accounts receivable from certain customers to notes receivable. These financing arrangements are recorded as notes receivable in Receivables from Franchisees in the accompanying consolidated balance sheet. As of December 31, 2012, \$1,002,951 was outstanding of which \$310,999 was classified as a current asset. As of December 31, 2011, \$1,137,686 was outstanding of which \$584,137 was classified as a current asset.

The Company provides an estimated allowance for doubtful accounts on any notes and related interest with delinquent installments of more than six months. The Company ceases accrual of interest when the Company can no longer assert that the likelihood of collection is probable.

The Company leases equipment to its franchisees with an option to pay upon execution of the lease or finance over 72 months. Interest is not to exceed 1.5% per month and the Company recognizes the imputed interest over the term of the lease. The Company records these leases as a sales-type lease in accordance with ASC 840. Leased equipment is recorded in Receivables from Franchisees in the accompanying consolidated balance sheet. As of December 31, 2012, \$736,070 was outstanding of which \$221,092 was classified as a current asset. As of December 31, 2011, \$667,487 was outstanding of which \$256,735 was classified as a current asset. As of December 31,

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Notes to Consolidated Financial Statements

2012, the Company recorded \$160,000 as unearned interest of which \$62,428 was classified as a current liability. As of December 31, 2011, the Company recorded \$129,411 as unearned interest of which \$62,721 was classified as a current liability. Unearned interest is recorded in Other Liabilities.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results, as determined at a later date, could differ from those estimates.

Shipping Costs

Costs to ship products to franchisees are expensed to manufacturing expenses as incurred. The Company recorded shipping costs of \$83,113, \$2,596 and \$74,504 for the year ended December 31, 2012, and the periods ended December 31, 2011 (Successor) and December 21, 2011 (Predecessor), respectively.

Cash and Equivalents

The Company considers money market funds and all other highly liquid debt instruments purchased with original maturity of three months or less to be cash equivalents.

Concentration of Credit Risk

The Company maintains its cash balances in a financial institution that is insured by the Federal Deposit Insurance Corporation up to \$250,000 each. At times, such balances may be in excess of the FDIC insurance limit. Under a temporary program, all non-interest bearing accounts regardless of their account balance are fully insured by the FDIC until December 31, 2012.

Inventories, net

Inventories are stated at the lower of cost (average cost) or market. Parts and materials are reviewed annually by management and parts no longer in use are written off. At December 31, 2012 and 2011, the reserve for inventory was \$24,498 and \$28,000, respectively.

Property, Plant and Equipment

Property and equipment acquired in connection with the acquisition are stated at fair value, at the date of acquisition, less accumulated depreciation. Other property, plant and equipment are stated at cost less accumulated depreciation. The Company provides for depreciation generally on the straight-line method by charges to income at rates based upon estimated useful lives of 39 years for building, 5 to 7 years for furniture, fixtures and other equipment and 3 to 5 years for software and transportation equipment. Improvements to leasehold property are amortized on the straight-line method over the remaining lease term.

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Notes to Consolidated Financial Statements

Goodwill and Intangible Assets

As required by ASC 350, *Goodwill and Other Intangible Assets*, the Company tests goodwill for impairment. Goodwill is not amortized, but instead tested for impairment at the reporting unit level at least annually and more frequently upon the occurrence of certain events. The Company has one reporting unit. The annual goodwill impairment test is a two-step process. First, the Company determines if the carrying value of its related reporting unit exceeds fair value, which would indicate that goodwill may be impaired. If the Company then determines that goodwill may be impaired, it compares the implied fair value of the goodwill to its carrying amount to determine if there is an impairment loss. In September 2011, the FASB issued ASU 2011-08 which amends ASC 350 for testing goodwill for impairment. The guidance provides an entity the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not (more than 50%) that the estimated fair value of a reporting unit is less than its carrying amount. If an entity elects to perform a qualitative assessment and determines that an impairment is more likely than not, the entity is then required to perform the existing two-step quantitative impairment test, otherwise no further analysis is required. An entity also may elect not to perform the qualitative assessment and, instead, proceed directly to the two-step quantitative impairment test. The ultimate outcome of the goodwill impairment review for a reporting unit should be the same whether an entity chooses to perform the qualitative assessment or proceeds directly to the two-step quantitative impairment test. In conjunction with management's annual review of goodwill, the Company adopted the new guidance and concluded there is no impairment.

The Company accounts for the impairment of long-lived assets other than goodwill in accordance with ASC 360, *Accounting for the Impairment or Disposal of Long-Lived Asset*. In accordance with ASC 360, the Company evaluates long-lived assets, including intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable based on expected undiscounted cash flows attributable to that asset or group of assets. The amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset. The Company did not have any long-lived assets impairment indicators during the year.

Amortization expense for the year ended December 31, 2012 was \$700,000. Amortization expense for the period ended December 31, 2011 was \$19,178. There was no amortization in periods prior to the acquisition.

Deferred Loan Costs

Costs related to financing are being capitalized and amortized over the term of the related debt facilities. Amortization of debt issuance costs are recorded in interest expense in the consolidated statements of operations.

Income Taxes

The asset and liability approach is used to recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities.

The Company recognizes a tax benefit from an uncertain position only if it is more likely than not the position is sustainable, based solely on its technical merits and consideration of the relevant

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taxing authority's widely understood administrative practices and precedents. If this threshold is met, the Company measures the tax benefit as the largest amount of benefit that is greater than fifty percent likely being realized upon ultimate settlement. The Company recognizes interest and penalties, if any, related to unrecognized tax benefits as income tax expense in the statement of operations. As of December 31, 2012, there was no impact to the financial statements relating to accounting for uncertainty in income taxes.

Fair Value Measurements

Fair value is a market-based measurement, which is defined as the price that would be received to sell an asset or transfer a liability in an orderly transaction between market participants at the measurement date. Valuation techniques for fair value measurements include the market approach (comparable market prices), the income approach (present value of future income or cash flow) and the cost approach (cost to replace the service capacity of an asset or replacement cost), which are each based upon observable and unobservable inputs. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. The Company utilizes a fair value hierarchy that prioritizes inputs to fair value measurement techniques into three broad levels:

- Level 1: Observable inputs such as quoted prices for identical assets or liabilities in active markets.
- Level 2: Observable inputs other than quoted prices that are directly or indirectly observable for the asset or liability, including quoted prices for similar asset or liabilities in active markets; quoted prices for similar or identical assets or liabilities in markets that are not active; and mode-derived valuations whose inputs are observable or whose significant value drivers are observable.
- Level 3: Unobservable inputs that reflect the reporting entity's own assumptions.

The carrying value of the term loan and subordinated debt agreement approximate fair value due to the variable interest rates associated with these financial instruments.

Advertising Expenses

The Company and the pre-acquisition company expenses/expensed the production costs of television commercials the first time the advertising takes place. All other advertising costs are expensed as incurred. Total advertising expense was approximately \$376,000 and \$11,000 for the year ended December 31, 2012 and period ended December 31, 2011. The advertising expense for the pre-acquisition company was \$468,000 for the period ended December 21, 2011.

The Company incurs regional advertising costs, which are re-paid weekly by franchisees based upon their cash receipts. The balances are reported as prepaid or accrued expenses at year-end.

Transaction Costs

The predecessor company incurred approximately \$1,945,000 in expenses during the period ended December 21, 2011 related to the sale of the predecessor company (See Note 2).

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Notes to Consolidated Financial Statements

4. Receivables from Franchisees

<i>December 31,</i>	2012	2011
Amounts billed and currently receivable from franchisees	\$ 1,452,952	\$ 1,604,033
Notes receivable from franchisees	310,999	584,137
Net investment in sales type leases	221,092	256,735
Less: Allowance for doubtful accounts	(202,314)	-
Current portion	1,782,729	2,444,905
Notes receivable from franchisees	691,952	553,549
Net investment in sales type leases	514,978	410,752
Noncurrent portion	1,206,930	964,301
	\$ 2,989,659	\$ 3,409,206

The company wrote-off uncollectible accounts totaling approximately \$197,986 and \$392,000 for the year ended December 31, 2012 and the period ended December 21, 2011, respectively. There were no write-offs during the period ended December 31, 2011. The company collected \$248,442 for the year ended December 31, 2012 on previously written off accounts which based on Company policy is recorded as Other Income. There were no collections on previously written off accounts for the periods ended December 31, 2011 and December 21, 2011.

Receivables were recorded at their fair value on the date of acquisition.

5. Property, Plant and Equipment

Property, plant and equipment consist of the following:

<i>December 31,</i>	2012	2011
Land	\$ 440,304	\$ 440,304
Building	1,419,696	1,419,696
Furniture, fixtures and other equipment	193,113	70,041
Leasehold improvements	107,787	107,787
	2,160,900	2,037,828
Less: Accumulated depreciation	81,319	1,472
	\$ 2,079,581	\$ 2,036,356

Furniture, fixtures and other equipment includes equipment under capital leases totaling \$74,851 and \$0 at December 31, 2012 and December 31, 2011, respectively. Total accumulated depreciation associated with the equipment under capital leases totaled \$2,532 and \$0 as of December 31, 2012 and December 31, 2011, respectively.

Depreciation and amortization expense totaled \$79,847 and \$1,472 for the year ended December 31, 2012 and the period ended December 31, 2011, respectively. Depreciation and amortization expense for the predecessor company totaled approximately \$61,080 for the period ended December 21, 2011.

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6. Other Assets

Other assets are summarized as follows:

<i>December 31,</i>	2012	2011
Cash held in escrow	\$ -	\$ 1,625,000
Deferred loan costs, net	586,707	734,385
Other	14,422	14,422
	\$ 601,129	\$ 2,373,807

7. Goodwill and Intangible Assets

Goodwill and intangible assets are summarized as follows:

<i>December 31,</i>	2012	2011	Useful Life
Goodwill	\$ 6,466,621	\$ 6,466,621	Indefinite
Intangible assets, net			
Trade name	7,040,000	7,040,000	Indefinite
Systems-in-place	3,170,000	3,170,000	Indefinite
Franchisee relationships	10,500,000	10,500,000	15 years
	20,710,000	20,710,000	
Less: Accumulated amortization	719,178	19,178	
	\$ 19,990,822	\$ 20,690,822	

Estimated future amortization expense of franchise relationships at December 31, 2012 is as follows:

<i>Years ending December 31,</i>	
2013	\$ 700,000
2014	700,000
2015	700,000
2016	700,000
2017	700,000
2018 and thereafter	6,280,822
	\$ 9,780,822

8. Borrowing Arrangements

Credit Agreement

On December 22, 2011, LD Parent and the Company entered into a Credit Agreement (the "Agreement") with a bank (the "Senior Lender") which provided for an \$8,500,000 five-year term loan ("Term Loan") to partially fund the acquisition of the Company and a \$2,000,000 revolving loan commitment. Borrowings under the Agreement are secured by substantially all assets of the Company. Interest rates, as defined in the Agreement, are based upon either a LIBOR or a Base Rate (as determined by management), plus a specified margin.

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There were no outstanding borrowings under the revolving loan commitment at December 31, 2012.

Term Loan

The Term Loan is payable in quarterly principal installments of \$212,500, commencing in March 2012 through December 2012; and \$265,625 commencing in March 2013 until the maturity date in December 2016, at which time the outstanding balance of \$3,400,000 will be due and payable. The Agreement also provides for an annual mandatory prepayment of principal based on excess cash flow (as defined in the loan agreement).

The interest rate on the term loan varies depending if the loan is a Base Rate Loan or a LIBOR Loan. At December 31, 2012, the Company elected to treat the term loan as a LIBOR Loan, which carried an effective interest rate of 7%.

Repayment of the term loan is as follows:

<i>Years ending December 31,</i>	
2013	\$ 1,062,500
2014	1,062,500
2015	1,062,500
2016	4,462,500
2017	-
	<hr/> \$ 7,650,000

Subordinated Senior Debt

The acquisition of the Company was also partially funded with the proceeds of an \$8,500,000 loan from the principal stockholder of LD Parent. The two former major stockholders of the predecessor company have a \$1,580,000 participation in such subordinated loan. The loan is due in March 2017, is subordinated to the Senior Lender described above, is collateralized by substantially all assets of the Company and is guaranteed by LD Parent. Interest only is payable monthly at 15% per annum. The subordinated loan also provides for the maintenance of certain financial ratios, consistent with those required by the Senior Lender.

The agreements also provide for the maintenance of certain financial covenants, including leverage and fixed charge ratios. At December 31, 2012, the Company was in compliance with all of the covenant requirements.

Lease Commitments

The Company leases certain property and equipment included in Note 5 under various capital leases that expire in 2015. Capital leases included in property and equipment were \$74,851 and \$0 at December 31, 2012 and December 31, 2011, respectively. Future commitments under capital leases at December 31, 2012 are \$69,874 of which \$23,765 is recorded as a current liability in Other Current Liabilities within the accompanying Consolidated Balance Sheets.

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Notes to Consolidated Financial Statements

9. Commitments and Contingencies

Operating Leases

The Company leases its manufacturing facility and certain automobiles from unrelated parties under non-cancellable operating leases which expire on various dates through 2017. Future minimum rental payments under these leases are as follows:

Years ending December 31,

2013	\$	280,086
2014		267,852
2015		248,766
2016		185,503
2017		-
	\$	982,207

Total rent paid for facilities and equipment was approximately \$303,000 and \$13,000 for the year ended December 31, 2012 and for the period ended December 31, 2011, respectively. Total rent paid by the predecessor company was approximately \$426,000 for the period ended December 21, 2011.

Employment Agreement

The Company has an employment agreement with a key executive which provides for an annual base salary plus an incentive bonus which is payable upon the achievement of certain defined financial benchmarks. The agreement expires in December 2014 and is renewable automatically for an additional one year term, unless the agreement is earlier terminated by either party. The agreement also includes a non-compete clause should the employee be terminated under specific terms of the agreement.

Employee Benefit Plan

The Company has a 401(k) savings retirement plan for all eligible employees. The plan allows for employee contributions to be matched by the Company on a pro rata basis. Contributions made to the plan by the Company, including fees, were approximately \$59,830 and \$3,000 for the year ended December 31, 2012 and for the period ended December 31, 2011, respectively. Contributions made by the predecessor company were approximately \$86,000 for the period ended December 21, 2011.

Litigation

The Company is party to various legal proceedings that arise in the normal course of business. In the present opinion of management, none of these proceedings, individually or in the aggregate, are likely to have a material adverse effect on the consolidated financial position or consolidated results of operations or cash flows of the Company. However, management cannot provide assurance that any adverse outcome would not be material to the Company's consolidated financial position or consolidated results of operations or cash flows.

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Notes to Consolidated Financial Statements

10. Related Party Transactions

Operating revenues received by the predecessor company from related party franchisees totaled approximately \$389,000 for the period ended December 21, 2011. Revenues for the period ended 31, 2011 were not significant. Receivables from these franchises totaled approximately \$13,600 at December 31, 2011. The predecessor company had no related party transactions in 2012.

See Note 8 for subordinated debt with the stockholders of LD Parent.

11. Stockholders' Equity

Dividends

Dividends are payable at the discretion of the Board of Directors. No dividends were declared for the year ended December 31, 2012 or the period ended December 31, 2011. Dividends declared and paid by the Company were \$3,000,000 during the period ended December 21, 2011.

12. Income Taxes

Net deferred tax assets and liabilities are summarized as follows:

<i>Years ended December 31,</i>	2012		2011	
Total deferred tax assets	\$	113,000	\$	213,000
Total deferred tax liabilities		(3,969,000)		(4,214,000)
Net deferred income tax liabilities	\$	(3,856,000)	\$	(4,001,000)

A summary of current and deferred income taxes included in the consolidated statements of income is as follows:

	Successor Year Ended December 31, 2012	Successor Period Ended December 31, 2011	Predecessor Period Ended December 21, 2011
Current:			
Federal	\$ 628,000	\$ -	\$ 518,626
State	184,045	5,200	158,513
	812,045	5,200	677,139
Deferred:			
Federal/State	(145,000)	(8,000)	121,000
Total tax expense (benefit)	\$ 667,045	\$ (2,800)	\$ 798,139

The most significant jurisdictions in which the Company and the predecessor company is/was required to file income tax returns include the U.S. federal jurisdiction, the states of New Jersey, New York and Pennsylvania. The Company and the predecessor company are no longer subject to U.S. federal income tax examinations for year ends prior to December 31, 2009. With limited exceptions, the Company and the predecessor company are no longer subject to state income tax examinations for year ends prior to December 31, 2008.

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For the year ended December 31, 2012 the effective rate is higher than the statutory rate due primarily to the change in fair value of contingent consideration. Consolidated income taxes do not bear a normal relationship to income before income taxes for the period ended December 31, 2011. The Company's effective income tax rate is higher than what would be expected if the federal statutory rate were applied to income before income taxes primarily due to the recording of certain minimum state taxes for the period ended December 31, 2011. During the period ended December 21, 2011, the predecessor company's effective income tax rate was higher than what would have been expected primarily due to certain expenses deductible for financial reporting purposes that were not deductible for tax purposes, principally non-deductible expenses related to the sale of the predecessor company of approximately \$775,000.

13. Stock-Based Compensation

Share Options

The Company follows ASC 718, *Share-Based Payment*, for recording stock-based compensation. The fair value of each time-based and performance-based option award is estimated on the date of grant using a Black-Scholes option pricing model. These options, along with performance based options, will be expensed when such events are deemed probable. Expected volatilities are based on historical volatility of an appropriate industry sector index and other factors. The expected term of options with fixed exercise prices is derived by using the midpoint between vesting and expiration as the expected term of the option grant which is permitted under the guidance. The risk-free rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve in effect at the time of grant.

A summary of assumptions for the 2012 Plan is presented below:

	2012
Expected volatility	32.25%
Expected term (years)	7.50
Expected dividend yield	0.00%
Risk-free interest rate	1.18%

As of December 31, 2012 there was \$160,000 of total unrecognized compensation cost related to non-vested share-based compensation arrangements under the Plan. That cost is expected to be recognized over a period of 5 years. In the event certain financial targets are met, the performance awards will vest over a period of 4-5 years. Total unrecognized compensation cost related to the performance awards are \$657,500.

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14. Subsequent Events

On March 21, 2013 the company executed the first amendment to the Credit Agreement (“amendment”) amending their term loan and revolver. Interest rates, as defined in the amendment, are based upon either a LIBOR or a Base Rate (as determined by management), plus a specified margin. This amendment also revised the term loan scheduled payments as follows:

2013	\$	573,752
2014		573,752
2015		765,000
2016		5,737,496

Management has reviewed and evaluated all events and transactions as of March 27, 2013, the date that the consolidated financial statements were available for issuance.

EXHIBIT M

STATE ADDENDA AND AGREEMENT RIDERS

**ADDITIONAL DISCLOSURES FOR THE
MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF
LAWN DOCTOR, INC.**

The following are additional disclosures for the Franchise Disclosure Document of LAWN DOCTOR, INC. required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

ILLINOIS

1. The "Summary" sections of Item 17(v), entitled **Choice of forum** and Item 17(w), entitled **Choice of law**, are deleted in their entirety and replaced with the following:

Illinois

MARYLAND

1. The following language is added to the end of the "Summary" sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**:

Any release as required as a condition of renewal sale, and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§14-201 to 14-233 (2010 Repl. Vol.).

2. The following language is added to the end of the "Summary" section of Item 17(h), entitled **"Cause" defined – non-curable defaults**:

Termination upon bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. The following language is added to the end of the "Summary" sections of Item 17(v), entitled **Choice of forum**, and Item 17(w), entitled **Choice of law**:

(except that you may bring suit in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§14-201 to 14-233 (2010 Repl. Vol.).

MINNESOTA

1. The following paragraph is added at the end of Item 13:

LDI will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any Mark, pursuant to and in compliance with the Agreement, and for all costs reasonably incurred by you in the defense of any such claim brought against you or in any such proceeding in which you are named as a party, provided that you have timely notified LDI of such claim or proceeding and have otherwise complied with the Agreement.

2. The following language is added to the end of the "Summary" sections of Item 17(c) entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer by franchisee**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. The following paragraphs are added at the end of Item 17:

For franchises governed by the Minnesota Franchises Law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 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 agreements can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

NORTH DAKOTA

1. The following language is added to the end of the "Summary" sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer by franchisee**:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The following is added to the end of the “Summary” section of Item 17(r), entitled **Non-competition covenants after the franchise is terminated or expires:**

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, LDI will seek to enforce them to the extent enforceable.

3. The following is added to the end of the “Summary” section of Item 17(u), entitled **Dispute resolution by arbitration or mediation:**

However, to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), arbitration will be at a site to which LDI and you mutually agree.

4. The “Summary” section of Item 17(v), entitled **Choice of forum**, is deleted and replaced with the following:

New Jersey, except that subject to your arbitration obligation, to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

5. The “Summary” section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

New Jersey, except to the extent otherwise required by the North Dakota Franchise Investment Law, North Dakota law applies.

RHODE ISLAND

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

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

VIRGINIA

The following is added to the State Cover Page as an additional Risk Factor:

PLEASE NOTE THAT AS OF DECEMBER 31, 2013, 72% OF LAWN DOCTOR, INC. AND SUBSIDIARIES TOTAL ASSETS ARE INTANGIBLE. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.

WASHINGTON

1. The following paragraph is added at the end of Item 17:

If any of the provisions in this Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the "Act"), the provisions of the Act will prevail over the inconsistent terms of the Disclosure Document or Franchise Agreement.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENT**

**RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____**

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC., a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY") and _____, d/b/a Lawn Doctor of _____, whose principal address is _____ ("STRATEGIC-PARTNER") as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date").

1. **BACKGROUND.** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Illinois, and/or (b) STRATEGIC-PARTNER is domiciled in Illinois.

2. **GOVERNING LAW.** Section 15.G. of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

All matters relating to arbitration shall be governed by the Federal Arbitration Act. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement, the Franchise and the relationship of the parties shall be governed by the laws of the State of Illinois, without regard for its conflicts of laws principles.

3. **JURISDICTION.** Section 15.H. of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

H. JURISDICTION.

With respect to actions described in Paragraph C above and any other actions not subject to arbitration under Paragraph F above, STRATEGIC-PARTNER and the COMPANY agree that any action arising under this Agreement or otherwise as a result of the relationship between STRATEGIC-PARTNER and the COMPANY must be commenced in a state or federal court of competent jurisdiction in the State of Illinois. STRATEGIC-PARTNER

irrevocably submits to the jurisdiction of such courts and waives any objection he may have to either the jurisdiction or venue of such court.

4. **LIMITATIONS OF CLAIMS.** Section 15.M. of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

M. LIMITATIONS OF CLAIMS.

Any and all claims, except claims for monies due the COMPANY, arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date STRATEGIC-PARTNER or the COMPANY knew or should have known of the facts giving rise to such claims. However, this Paragraph shall not waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

IN WITNESS WHEREOF, the parties have executed this Rider on the same day and year as the Agreement was executed.

LAWN DOCTOR, INC.

By: _____
Title: _____
Date: _____

STRATEGIC-PARTNER
Date: _____

STRATEGIC-PARTNER
Date: _____

**RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____**

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC., a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY") and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ ("STRATEGIC-PARTNER") as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date").

1. **BACKGROUND.** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) STRATEGIC-PARTNER is domiciled in Maryland, and/or (b) the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Maryland.

2. **ACKNOWLEDGMENTS.** The following language is added to the end Section 1.B and Section 15.C of the Franchise Agreement:

Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§14-201 to 14-233 (2010 Repl. Vol.).

3. **RELEASES.** The following language is added to the end of Section 11.C.(6) and at the end of the first sentence of 12.C of the Franchise Agreement:

; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§14-201 to 14-233 (2010 Repl. Vol.).

4. **GOVERNING LAW.** Section 15.G of the Franchise Agreement is deleted in its entirety and replaced with the following:

G. GOVERNING LAW.

All matters relating to arbitration shall be governed by the Federal Arbitration Act. Except to the extent governed by the United States Trademark

Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement, the Franchise and the relationship of the parties shall be governed by the laws of the State of New Jersey, without regard for its conflicts of laws principles. However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§14-201 to 14-233 (2010 Repl. Vol.).

5. **JURISDICTION.** Section 15.H of the Franchise Agreement is deleted in its entirety and replaced with the following:

H. JURISDICTION.

With respect to actions described in Paragraph C above and any other actions not subject to arbitration under Paragraph F above, STRATEGIC-PARTNER and the COMPANY agree that any action arising under this Agreement or otherwise as a result of the relationship between STRATEGIC-PARTNER and the COMPANY must be commenced in a state or federal court of competent jurisdiction in the State of New Jersey. STRATEGIC-PARTNER irrevocably submits to the jurisdiction of such courts and waives any objection he may have to either the jurisdiction or venue of such court. Notwithstanding the foregoing, STRATEGIC-PARTNER may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§14-201 to 14-233 (2010 Repl. Vol.).

6. **LIMITATIONS OF CLAIMS.** The following language is added to the end of Section 15.M of the Franchise Agreement:

, except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§14-201 to 14-233 (2010 Repl. Vol.) must be brought within three (3) years after the grant of the franchise.

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

LAWN DOCTOR, INC.

By: _____
Title: _____
Date: _____

STRATEGIC-PARTNER

Date: _____

STRATEGIC-PARTNER

Date: _____

**RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____**

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC., a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY") and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ ("STRATEGIC-PARTNER") as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date").

1. **BACKGROUND.** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Minnesota, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **MARKS.** The following language is added to Section 3 of the Franchise Agreement:

C. INDEMNIFICATION OF STRATEGIC-PARTNER.

COMPANY agrees to indemnify STRATEGIC-PARTNER against and to reimburse STRATEGIC-PARTNER for all damages for which it is held liable in any proceeding arising out of its authorized use of any Mark, pursuant to and in compliance with this Agreement, and for all costs reasonably incurred by STRATEGIC-PARTNER in the defense of any such claim brought against him or in any such proceeding in which it is named as a party, provided that STRATEGIC-PARTNER has timely notified COMPANY of such claim or proceeding and has otherwise complied with this Agreement.

3. **RELEASES.** The following language is added to the end Section 11.C(6) and to the end of the first sentence of Section 12.C of the Franchise Agreement:

; provided, however, that such general release shall not apply to the extent prohibited by the Minnesota Franchises Law.

4. **RENEWAL AND TERMINATION.** The following language is added to the end of Section 12.B and to the end of Section 13 of the Franchise Agreement:

Minnesota law provides STRATEGIC-PARTNER with certain termination and non-renewal rights. Minn. Stat. '80C.14, subd. 3, 4 and 5 require, except in certain specified cases, that STRATEGIC-PARTNER be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of this Agreement.

5. **INJUNCTIVE RELIEF.** Section 15.C of the Franchise Agreement is deleted in its entirety and is replaced with the following:

C. INJUNCTIVE RELIEF.

Notwithstanding anything to the contrary contained in Paragraph F of this Section, either party may seek in a court of competent jurisdiction an action or actions for temporary or preliminary injunctive relief; provided, however, that such party shall contemporaneously submit the dispute for arbitration on the merits in accordance with Paragraph F of this Section. STRATEGIC-PARTNER agrees that the COMPANY may seek such temporary or preliminary injunctive relief, but upon due notice, and STRATEGIC-PARTNER's sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby).

6. **GOVERNING LAW/JURISDICTION.** The following language is added to the end of Sections 15.G and 15.H of the Franchise Agreement:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 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 agreements can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

7. **WAIVER OF PUNITIVE DAMAGES/WAIVER OF JURY TRIAL.** The following language is added to the beginning of Section 15.I and to the beginning of Section 15.J, entitled of the Franchise Agreement:

Except as otherwise required by the Minnesota Franchises Law,

8. **LIMITATIONS OF CLAIMS.** The following language is added to the end of Section 15.M of the Franchise Agreement:

Minnesota law provides that no action may be commenced pursuant to Minn. Stat. '80C.17 more than three (3) years after STRATEGIC-PARTNER pays the initial franchise fee due upon execution of this Agreement. Minn. Stat. '80C.17, subd. 5.

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

LAWN DOCTOR, INC.

By: _____
Title: _____
Date: _____

STRATEGIC-PARTNER

Date: _____

STRATEGIC-PARTNER

Date: _____

**RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____**

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC., a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY") and _____ d/b/a Lawn Doctor of _____, whose principal address is _____ ("STRATEGIC-PARTNER") as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date").

1. **BACKGROUND.** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) STRATEGIC-PARTNER is domiciled in North Dakota and the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in North Dakota, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **RELEASES.** The following language is added to the end Section 11.C(6) and to the end of the first sentence of Section 12.C, entitled of the Franchise Agreement:

; however, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE.** The following language is added to the end of Section 14.D of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, STRATEGIC-PARTNER acknowledges and agrees that the COMPANY intends to seek enforcement of such provisions to the extent enforceable under the Law.

4. **ARBITRATION.** The second paragraph of Section 15.F of the Franchise Agreement is deleted in its entirety and is replaced with the following:

Arbitration shall take place at a location specified by the arbitrator within ten miles of the COMPANY's then-current principal place of business; however, to the extent required by the North Dakota Franchise Investment Law (unless

preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site which the COMPANY and STRATEGIC-PARTNER agree. The arbitrator shall have no authority to select a hearing locale other than as described in the prior sentence. The award of the arbitrator shall be final and judgment upon the award may be entered in any court of competent jurisdiction. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred.

5. **GOVERNING LAW.** Section 15.G of the Franchise Agreement is deleted and replaced with the following:

All matters relating to arbitration shall be governed by the Federal Arbitration Act. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, and except to the extent required by the North Dakota Franchise Investment Law in which case North Dakota law will apply to this Agreement, this Agreement, the Franchise and relationship of the parties shall be governed by the laws of the State of New Jersey, without regard for its conflicts of laws principles.

6. **JURISDICTION.** The following language is added to the end of Section 15.H of the Franchise Agreement:

However, the North Dakota Commissioner of Securities has required that the COMPANY include herein the fact that the Commissioner has held that requiring strategic-partners to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

7. **WAIVER OF PUNITIVE DAMAGES.** Section 15.I of the Franchise Agreement is deleted in its entirety.

8. **WAIVER OF JURY TRIAL.** Section 15.J of the Franchise Agreement is deleted in its entirety.

9. **LIMITATIONS OF CLAIMS.** The following language is added to the end of Section 15.M of the Franchise Agreement:

The time limitations set forth in this Subsection might be modified by the North Dakota Franchise Investment Law.

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

LAWN DOCTOR, INC.

By: _____
Title: _____
Date: _____

STRATEGIC-PARTNER

Date: _____

STRATEGIC-PARTNER

Date: _____

**RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF RHODE ISLAND
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____**

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC., a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY") and _____, d/b/a Lawn Doctor of _____, whose principal address is _____ ("STRATEGIC-PARTNER") as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date").

1. **BACKGROUND.** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) STRATEGIC-PARTNER is domiciled in Rhode Island and the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Rhode Island, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **GOVERNING LAW/JURISDICTION.** The following is added to the end of Sections 15.G and 15.H of the Franchise Agreement:

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

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

LAWN DOCTOR, INC.

By: _____
Title: _____
Date: _____

STRATEGIC-PARTNER

Date: _____

STRATEGIC-PARTNER

Date: _____

**RIDER TO
LAWN DOCTOR, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WASHINGTON
BETWEEN LAWN DOCTOR, INC.
AND _____
DATED _____**

THIS RIDER is made and entered into by and between LAWN DOCTOR, INC., a New Jersey corporation, with its principal office at 142 State Route 34, Holmdel, New Jersey 07733 (the "COMPANY") and _____
d/b/a Lawn Doctor of _____, whose principal address is _____
_____ ("STRATEGIC-PARTNER")
as of the date signed by COMPANY and set forth opposite COMPANY's signature on this Rider (the "Rider Date").

1. **BACKGROUND.** The COMPANY and STRATEGIC-PARTNER are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) STRATEGIC-PARTNER is domiciled in Washington, and/or (b) the LAWN DOCTOR business that STRATEGIC-PARTNER will operate under the Franchise Agreement will be located in Washington, and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of Section 15 of the Franchise Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the "Act") and the rules and regulations promulgated thereunder, the Franchise Agreement shall be modified as follows:

The State of Washington has a statute, RCW 19.100.180, which might supersede this Agreement in STRATEGIC-PARTNER's relationship with the COMPANY, including the areas of termination and renewal of STRATEGIC-PARTNER's franchise. There might also be court decisions which supersede this Agreement in STRATEGIC-PARTNER's relationship with the COMPANY, including termination and renewal of STRATEGIC-PARTNER's franchise.

In any arbitration involving a franchise purchased in the State of Washington, the arbitration site shall be, but only if required by the Act (to the extent such requirement is not preempted by the Federal Arbitration Act), in the State of Washington, or in a place mutually agreed upon by the parties at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, to the extent required by the Act, the provisions of the Act, Chapter 19.100 RCW, shall prevail.

To the extent required by the Act, a release or waiver of rights executed by STRATEGIC-PARTNER shall not include rights under the Act, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, might not be enforceable.

To the extent required by the Act, transfer fees are collectable to the extent that they reflect the COMPANY's reasonable estimate or actual costs in effecting a transfer.

LAWN DOCTOR, INC.

By: _____
Title: _____
Date: _____

STRATEGIC-PARTNER

Date: _____

STRATEGIC-PARTNER

Date: _____

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Lawn Doctor, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require that Lawn Doctor, Inc. give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Lawn Doctor, Inc. give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Lawn Doctor, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit H.

The Franchisor is Lawn Doctor, Inc. located at 142 State Route 34, Holmdel, New Jersey 07733-2092. Its telephone number is (732) 946-4300.

The franchise seller for this offering is Jason Barclay, CFE.

Issuance Date: March 31, 2014.

Lawn Doctor, Inc. authorizes the respective state agents identified on Exhibit H to receive service of process for it in the particular states. I received a Disclosure Document from Lawn Doctor, Inc. dated as of March 31, 2014 that included the following Exhibits:

- Exhibit A - Franchise Agreement
- Exhibit B - Electronic Funds Transfer Authorization
- Exhibit C - Assignment and Assumption Agreement
- Exhibit D - Turf Tamer Stand-On Applicator Equipment Lease Agreement
- Exhibit E - Turf Tamer Power Seeder Equipment Lease Agreement
- Exhibit F - Promissory Note
- Exhibit G - Extranet Agreement
- Exhibit H - List of State Agencies/Agents for Service of Process
- Exhibit I - Operating Manual Table of Contents
- Exhibit J - List of Current Strategic-Partners
- Exhibit K - List of Former Strategic-Partners
- Exhibit L - Financial Statements
- Exhibit M - State Addenda and Agreement Riders

Date

Strategic-Partner Candidate [Print Name]

(Date, Sign, and Return to Lawn Doctor, Inc.)

Strategic-Partner Candidate [Signature]

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Lawn Doctor, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require that Lawn Doctor, Inc. give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Lawn Doctor, Inc. give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Lawn Doctor, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit H.

The Franchisor is Lawn Doctor, Inc. located at 142 State Route 34, Holmdel, New Jersey 07733-2092. Its telephone number is (732) 946-4300.

The franchise seller for this offering is Jason Barclay, CFE.

Issuance Date: March 31, 2014.

Lawn Doctor, Inc. authorizes the respective state agents identified on Exhibit H to receive service of process for it in the particular states. I received a Disclosure Document from Lawn Doctor, Inc. dated as of March 31, 2014 that included the following Exhibits:

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- Exhibit I - Operating Manual Table of Contents
- Exhibit J - List of Current Strategic-Partners
- Exhibit K - List of Former Strategic-Partners
- Exhibit L - Financial Statements
- Exhibit M - State Addenda and Agreement Riders

Date

Strategic-Partner Candidate [Print Name]

(Date, Sign, and Keep for Your Own Records)

Strategic-Partner Candidate [Signature]