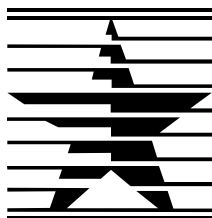


FRANCHISE DISCLOSURE DOCUMENT



U.S. LAWNS

U.S. LAWNS, INC.®
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U.S. Lawns, Inc. franchisees will operate a business to provide landscape maintenance services to commercial and residential customers for landscaping, lawns, flowers, shrubs and trees. Services include mowing, edging, fertilizing, pruning and bed care.

The total investment necessary to begin operation of a U.S. Lawns Standard Franchise is \$48,500 - \$75,300. This includes \$29,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a U.S. Lawns Conversion Franchise is \$24,800-61,300. This includes \$15,000 that must be paid to the franchisor or affiliate. For veterans honorably discharged within 18 months of purchasing the franchise, the total is \$38,500- \$68,300, including \$19,000 that must be paid to the franchisor or affiliate.

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

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 on franchising.

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

Issuance Date: April 30, 2012

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 THIS FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit D for information about the franchisor, about other franchisors, 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 THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN FLORIDA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR HOME STATE. YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN EXHIBIT E.
2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN EXHIBIT E.
3. YOUR SPOUSE MUST SIGN THE GUARANTEE OF THE FRANCHISE AGREEMENT, MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE AGREEMENT, WHICH ALSO PLACES THE SPOUSE'S PERSONAL ASSETS AT RISK.
4. U.S. LAWNS' PARENT COMPANY AND ITS AFFILIATES RETAIN THE RIGHT WITHIN YOUR TERRITORY TO ESTABLISH BUSINESSES OFFERING COMPETING SERVICES AND PRODUCTS UNDER TRADEMARKS AND SERVICE MARKS DISTINCT FROM THOSE OF U.S. LAWNS.
5. FAILURE TO GENERATE MINIMUM LEVELS OF GROSS CONTRACT BILLINGS OF \$50,000 DURING THE FIRST YEAR, \$100,000 DURING THE SECOND YEAR AND \$200,000 DURING EVERY OTHER YEAR WILL BE CAUSE FOR TERMINATION OF THE FRANCHISE.

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.

EFFECTIVE Dates:

Non-registration states	6/1/12	Rhode Island	8/3/12
California	8/28/12	New York	9/10/12
Hawaii	7/30/12	South Dakota	8/2/12
Illinois	7/16/12	Virginia	2/9/12
Indiana	11/2/12	Washington	11/15/12
Maryland	7/25/12	Wisconsin	10/4/12
Michigan	2/22/12	North Dakota	10/31/12
Minnesota	8/28/12		

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