

TERMS AND CONDITIONS OF SERVICES

Terms. These Terms and Conditions ("Terms") and the corresponding Invoice govern the repairing and lease of the "Equipment" by Mower Genius LLC and its subsidiary – Lawn Mower Club (individually or in the aggregate "Lessor") to Lessee ("Lessee") regardless of whether Lessee leases the Equipment without a purchase order, through the medium of written purchase orders or electronic orders (collectively, "Purchase Order") and are a binding contract between Lessor and Lessee (the "Lease Agreement"). In case of a conflict between these Terms or the Invoice and the Purchase Order, or in the absence thereof, these Terms or the Invoice prevail except where Lessor has expressly agreed to the conflicting term in the Purchase Order in its acceptance or order acknowledgment. In case of a conflict between the Purchase Order and Lessors' acceptance or order acknowledgment, the acceptance or order acknowledgment prevails. In case of a conflict between these Terms and the Invoice, the Invoice prevails.

Repairs.

1. Promptness. Customers of Mower Genius agree that all repairs will be performed as timely as possible, but repairs are subject to part availability and amount of work received by the shop. And in no way is Mower Genius or staff to incur any financial penalty for a delay in any repair.
2. Charges. Customers of Mower Genius repair services agree to pay the posted hourly labor rate which is listed on the official Mower Genius website. Additionally, customer agrees to be charged for parts installed at the time of service. All customers agree to an initial charge equal to one hour shop rate at the time of Mower Genius receiving equipment. This charge is due for all types of equipment, regardless of size received, including all equipment received under warranty and is not refundable.
3. Acceptance. Accepting any repair job is at the full and complete discretion of Mower Genius and/or staff and is subject to the time of year, the ability to perform the repair, the model and type of equipment and the capacity of Mower Genius to perform the repair. Additionally, if at any point during the estimate or repair process the customer is belligerent or threatening in any manor to Mower Genius and/or staff, Mower Genius reserves the right to refuse service at any point and appropriate charges shall become due to that point in repair process and equipment shall be returned to customer.
4. Estimate of Repair. Upon repair estimate being submitted to customer, the customer agrees to respond in a timely manor, notifying Mower Genius of decision to accept or decline repair, this shall be done within 7 business days. If customer chooses to decline repairing equipment, customer will incur an estimate charge equal to one hour of the posted hourly shop rate, at which point customer shall receive their equipment within 24 hours. If equipment is still not received by customer and after 7 additional business days, Mower Genius will notify customer of impending sale or disposal of equipment within 24 hours. Notification shall be made via the contact method(s) listed in customer record. It is not the responsibility of Mower Genius or staff if customer is unable to be reached via contact method(s) listed in customer record. Additionally, Mower Genius will not store equipment within shop or on Mower Genius property, that is not currently being assessed or repaired.
5. Completion of Repair. Upon completion of equipment repair, the customer agrees to respond and/or notify Mower Genius in a timely manor, either by picking up equipment, scheduling of equipment delivery or notifying Mower Genius of customer intention, this shall be done within 7 business days. If customer has either not paid outstanding invoice and/or not received equipment. Mower Genius will store equipment for up to an additional 21 days. An additional 24 hour notification period of pending sale or disposal of equipment. Notification shall be made via the contact method(s) listed in customer

record. It is not the responsibility of Mower Genius or staff if customer is unable to be reached via contact method(s) listed in customer record. Additionally, Mower Genius will not store equipment within shop or on Mower Genius property, that is not currently being assessed or repaired.

Lease.

1. Lease. Lessee agrees to lease from Lessor the mowing equipment listed on the Invoice and/or any attached Schedule ("Equipment"). Lessee may cancel the Lease Agreement during the lease term. If Lessee cancels this Lease Agreement during the first year, Lessee shall be responsible for a \$200 cancellation fee or all remaining monthly fees through the date of cancellation, whichever is less. If Lessee cancels this Lease Agreement in subsequent lease terms, only 30-day notice is required. Lessee promises to pay Lessor the monthly lease ("Lease Payment ") stated in the Invoice. Lessee agrees to pay Lessor a reservation fee if required by Lessor. When a payment is not received when due, Lessee agrees to pay Lessor a late charge of ten percent (10%) of each late payment. Lessor may charge Lessee a fee for any check that is returned. Lessee acknowledges that no one, including the equipment supplier, has been authorized by Lessor to waive or change any term or condition of this Lease Agreement. Lessee acknowledges the Equipment will be used for the purpose of residential, single property lawn mowing. The Equipment shall not be used for commercial, for profit or multiple property purposes. Lessee acknowledges receipt of a copy of this Lease Agreement and acknowledges that Lessee has selected the Equipment and reviewed the supply contract under which Lessor will obtain the Equipment.
2. Unconditional Obligation. Lessee agrees that Lessee is unconditionally obligated to pay all Payments and other amounts due under this Lease Agreement during the Lease term even if the Equipment is damaged, destroyed or defective. Lessee is not entitled to reduce or set-off against any amounts due under this Lease Agreement for any reason whatsoever.
3. Proprietary Rights. Possession or purchase of the Equipment does not convey any express or implied license in the Equipment and Lessee shall not receive any rights, title or interest in and/or to any intellectual property, or any proprietary rights embodied in the Equipment. Lessor makes no representations regarding its right to lease, rent or sell the products to Lessee or Lessee's right to resell or use the Equipment.
4. Packaging. The methods of packaging the Equipment, with respect to costs and risk to which the Equipment are subject, shall be determined solely by Lessor. Acceptance of the Equipment occurs upon delivery. Delivery and setup costs are Lessee's responsibility.
5. Shipment. Lessor will deliver the Equipment FOB destination from Lessor's facility. The Invoice shall specify whether Lessee or Lessor shall pay all transportation costs of the Equipment. Lessor shall endeavor to meet the shipping date specified by Lessee, but time is not of the essence. If Lessor is unable to meet that date, Lessee has no claim for damages resulting from any such delay in delivery.
6. Delivery and Acceptance of Equipment. Acceptance of the Equipment occurs upon delivery.
7. Equipment, Use, Maintenance and Warranties. LESSOR IS LEASING THE EQUIPMENT TO LESSEE "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lessor hereby assigns and transfers to Lessee all manufacturer warranties given to Lessor that are assignable. Lessor shall not be liable to Lessee for any breach of those warranties. Lessee shall comply with all manufacturer's instructions, requirements and permitted uses. In the event Lessee violates any such instructions, requirements or permitted uses, Lessee shall indemnify and hold Lessor harmless from any claims resulting from such

violation. If the Equipment requires maintenance through no fault of Lessee, as determined by Lessor in Lessor's sole discretion, Lessor shall replace such Equipment at no cost to Lessee within a reasonable time from Lessee's return of the original Equipment to Lessor. LESSOR IS NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO LESSEE OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. LESSEE SHALL DEFEND LESSOR AND HOLD IT HARMLESS FROM ANY CLAIMS FOR LOSSES OR INJURIES CAUSED BY THE EQUIPMENT AND ANY COSTS OR ATTORNEY FEES RELATIVE TO THOSE CLAIMS. IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, WILL LESSOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR COST OF "COVER" ARISING OUT OF THE SELECTION, ORDERING, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE EQUIPMENT/ PRODUCTS COVERED HEREBY, OR OTHERWISE, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, LESSOR WILL NOT BE LIABLE FOR LOSS OF USE OF A PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE GOODS, EQUIPMENT, OR SERVICES; DOWNTIME. ANY LIABILITY OF LESSEE RESULTING FROM THIS LEASE SHALL BE LIMITED TO THE PAYMENTS MADE BY LESSEE TO LESSOR PURSUANT TO THIS LEASE AGREEMENT.

8. Liability Limitation. IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR COST OF "COVER" ARISING OUT OF THE SELECTION, ORDERING, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE EQUIPMENT, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. IN PARTICULAR, LESSOR SHALL NOT BE LIABLE FOR LOSS OF USE OF A PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF SUBSTITUTE GOODS, EQUIPMENT, OR SERVICES; DOWNTIME. LESSOR'S LIABILITY IN ALL CASES IS STRICTLY LIMITED TO THE AMOUNT PAID BY BUYER FOR THE LEASE/RENTAL OF THE EQUIPMENT.
9. Loss or Damage and Insurance. Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is delivered to Lessee until the time it is returned to Lessor. Lessee shall keep the Equipment fully secured and under protective cover from inclement weather. Lessor is not responsible for any losses or injuries caused by the Equipment and Lessee will reimburse Lessor and defend Lessor against any such claims. This indemnity will continue after the termination of this Lease Agreement.
10. Taxes and Fees. Lessee shall pay when due, either directly or as reimbursement to Lessor, all sales, use, and other taxes (and any penalties) in connection with its use of the Equipment. Lessor may charge Lessee a fee for administering tax filings. Lessee will indemnify Lessor against the loss of any tax benefits arising out of Lessee's acts or omissions. Lessor may charge Lessee a documentation fee.
11. End of Lease Provisions. Provided Lessee is not in default, upon expiration of a Lease and provided cancellation notice, Lessor will pick up the equipment. If Lessee is not in default, Lessee has the option to, subject to Lessor's approval, re-lease the Equipment for one additional 12-month term at the fair market rental value, as determined by Lessor in its sole judgment. Renewal of 12-month term occurs automatically until and unless prior written notice is provided to the Lessor no later than 30 days (but no earlier than 90 days) prior to the end of the lease term. If no "default" has occurred and is continuing under this Lease Agreement, and if Lessee fails to provide such prior written notice within the time specified above, the lease term shall be automatically extended for a term of 12 months ("the Renewal Term"). The lease term shall thereafter be automatically and continually renewed for additional renewal terms but may be terminated by the Lessee by way of written notice

from Lessee to Lessor (a "Renewal Termination Notice"). Termination of a Renewal Term shall be effective 30 days after Lessor's receipt of Lessee's Renewal Termination Notice.

12. Miscellaneous. This is a finance agreement as defined in Article 2A of the Uniform Commercial Code ("UCC") and is not a loan or installment sale. Lessee grants Lessor a first priority security interest in the Equipment and authorizes Lessor to file UCC financing statements (in case this Lease Agreement is later determined not to be a finance agreement). Lessee agrees this is a finance agreement under Article 2A of the UCC and agrees to waive any and all rights and remedies granted to Lessee under Sections 2A-508 through 2A-522 of the UCC, including any right to: (a) cancel this Lease Agreement; (b) reject tender of the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due Lessor under this Lease Agreement. If any part of this Lease Agreement is inconsistent with UCC 2A, the terms of this Lease Agreement will govern. Lessor may inspect the Equipment during the Lease Agreement term. This Lease Agreement was made in Tennessee ("TN"), is to be performed in TN and shall be governed and construed in accordance with the laws of TN. Lessee agrees to submit the original master lease documents to Lessor or its assignee via overnight courier the same day of the facsimile transmission of the lease documents. Should Lessor fail to receive these originals, Lessee agrees to be bound by the faxed copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 9.
13. Default and Remedies. If Lessee does not pay Lessor as agreed or fails to perform any other term of this Lease Agreement, Lessee will be in default and Lessee agrees that Lessor may, in its sole discretion, do any or all of the following: (a) repossess the Equipment, (b) sue Lessee for all past due Lease Payments and other charges and all Rental Payments and other charges due in the future to the end of the Lease Term, plus its legal and collection costs, and (c) exercise any other or further legal or equitable remedy Lessor may have.
14. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease Agreement.
15. Excusable Delays. Lessor is not liable or responsible for delay or failure to perform any of Lessor's obligations under the Lease Agreement to make delivery of the Equipment occasioned by (i) any cause beyond its reasonable control, including, without limitation, labor disputes, industry disturbances, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation, governmental, regulatory or legal action, act of God, or (ii) by acts or omissions of Lessee, including, but not limited to, Lessee's failure to promptly comply with the terms of payment under the Lease Agreement ("Excusable Delays"). The date of delivery must be extended for a period equal to the time lost by reason of any of the Excusable Delays.
16. Indemnification. To the maximum extent allowed by law, Lessee must defend, indemnify and hold harmless Lessor and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including attorneys' fees) that Lessor may incur or be obligated to pay as a result of (i) Lessee's negligence, use, ownership, maintenance, transfer, transportation or disposal of the Equipment; (ii) any claims by any parties to whom Lessee has re-let, re-rented or re-leased the Equipment; (iii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Lessee's plans,

specifications (including Lessee's trademarks and brand names) or production of the Equipment ordered by Lessee; (iv) Lessee's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product import/export, safety, labeling, packaging and labor practices; (v) Lessee 's breach of the Lease Agreement and (vi) Lessee's breach of any of the terms, conditions and requirements of the manufacturer.

17. Entire Agreement. The Lease Agreement comprises the complete and final agreement between Lessor and Lessee and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between Lessor and Lessee, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Lease Agreement is binding upon Lessor unless made in writing and signed by Lessor's authorized agent. The Lease Agreement may not be altered or modified except by written agreement of Lessor and Lessee. Any other representations or warranties made by any person, including employees or other agents of Lessor, that are inconsistent with the Lease Agreement are not binding upon Lessor. If any model or sample were shown to Lessee, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Equipment would necessarily conform to the model or sample.
18. Successors and Assigns. Lessee may not transfer, sell, assign, pledge or encumber either the Equipment or any rights under this Lease Agreement without Lessor's prior written consent. Lessee agrees that Lessor may sell, assign or transfer the Lease Agreement, and the new owner will have the same rights and benefits Lessor now has and will not have to perform any of Lessor's obligations, and the rights of the new owner will not be subject to any claims, defenses, or setoffs that Lessee may have against Lessor or the Equipment supplier. Any action by Lessee against Lessor must be commenced within one year after the cause of action arises or be forever barred. Lessor may assign its obligations and rights under this Lease Agreement in its sole discretion.
19. Governing Law. The validity, construction and performance of the Lease Agreement shall be governed by, and construed in accordance with, the law of the state of Tennessee without regard to its conflicts of law provisions. The U.N. Convention on Contracts for the International Sales of Goods does not apply to the Lease Agreement and all of its terms must be construed in accordance with the Uniform Commercial Code of the State of Tennessee.
20. Dispute Resolution. Any dispute in connection with the Lease Agreement must be resolved through binding arbitration in Tennessee, pursuant to the commercial arbitration rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof and shall be binding and conclusive as to all parties. However, Lessor reserves the right to invoke the jurisdiction of any competent court for any necessary injunctive or declaratory relief.
21. Jurisdiction and Venue. Lessee irrevocably submits and agrees to the jurisdiction of the state and federal courts of the state of Tennessee in any action, suit or proceeding related to, or in connection with, the Lease Agreement and, to the extent permitted by applicable law, Lessee waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (i) that Lessor is not personally subject to the jurisdiction of the state and federal courts of Tennessee; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Lease Agreement may not be enforced in or by the state or federal courts of the state of Tennessee. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid

mailing (air mail if international) in registered or certified form a copy of the process to Lessee at the address set forth in Section 27.

22. Waiver. The waiver by Lessor of any breach by Lessee of any provision of the Lease Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Lease Agreement.
23. Severability. If any provision of the Lease Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Lease Agreement remain in full force and effect.
24. Notices. Any notice or other communication regarding the Lease Agreement must be in writing and delivered in one of the following manners: (i) personally delivered, (ii) transmitted by electronic computer mail, (iii) transmitted by a recognized courier service, or (iv) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address: (a) If to Lessor - For Mower Genius LLC: 4608 Harpeth-Peytonsville Road, Thompson's Station, TN 37179, Phone 629-777-5056 and (b) If to Lessee, at its address designated on the face of the Invoice. Except as otherwise specified in the Lease Agreement, all notices or communications are deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if transmitted by electronic computer mail, (iii) one day after pickup by courier if delivered by courier, or (iv) five days after mailing if delivered by the postal service. Either party may change its address by notice to the other party.
25. Construction. The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Lease Agreement. The provisions of the Lease Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Lease Agreement.
26. Survival. The terms of the Lease Agreement that by their nature are reasonably intended by the parties to survive its expiration or earlier termination, survive the expiration or termination of the Lease Agreement.