

be placed with an insurance carrier or carriers satisfactory to SWGI and may not be subject to cancellation or any material change except after 30 days' prior written notice to SWGI. The insurance policies must provide that your failure to comply with any term, condition or provision of the contract, and any other conduct by you, will not void or otherwise affect the protection afforded to SWGI or its affiliates under the policies. Certificates of insurance with respect to the insurance policies must be provided to SWGI for all insurance policies in effect during the term of the Franchise Agreement.

If you sustain a loss by reason of fire, flood or other casualty of a type typically covered by insurance, and that casualty is caused wholly or partially by SWGI's acts or omissions, you must look solely to the proceeds of your insurance policy for reimbursement of the loss, and neither you nor any insurance carrier may recover damages against SWGI by way of direct action, subrogation, assignment of claims or otherwise. A waiver of subrogation is required in connection with all casualty policies referenced above. All carriers must have an A.M. Best Rating of at least A-. You will waive all rights of recovery by you, any insurance carrier or other person, and must notify each insurance carrier of that waiver.

In addition, in connection with large commercial projects, your customer may require that you obtain a bond. The cost of the bond, estimated to be between \$500 and \$1,000 per project, would typically be built into the price for the project.

⁸ In addition, you may be required to pay us special marketing program payments in an amount that we will determine, in our reasonable discretion; however, special marketing program payments will not exceed \$3,000 per year during the term of this Agreement. Special marketing program payments will be used by us, in our discretion, for special marketing programs (for example, strategic relationships with golf companies for the development of marketing programs with a national or international scope).

⁹ Includes costs for legal fees, accounting fees, a computer, internet service provider, office furniture, office supplies, a copier and other miscellaneous equipment and supplies

¹⁰ Includes costs for utilities, gasoline and other miscellaneous operating expenses. SWGI makes no representation or warranty regarding the period within which your business will break even and/or have positive cash flow, which may exceed three months. See Item 19.

¹¹ The estimated total does not include any compensation payable to you, inventory or real estate-related costs (rent, architectural fees, leasehold improvements, signage, utilities and deposits). In addition, the estimated total does not take into account your personal living expenses, any debt service needs, accounts receivable financing or other costs. All costs (other than Royalties, Modular Tile Flooring Royalties, Resale Line Turf Royalties and advertising payments) may be up to 50% higher in Alaska and Hawaii.

These figures are based upon SWGI's and its predecessor's franchisees' and licensees' experience in conducting Southwest Greens Businesses, as well as SWGI's predecessor's and its predecessor's affiliates' experience. You should review these figures carefully with a business advisor before making any decision to purchase a franchise.

Your actual costs will depend upon such factors as your approach to your Southwest Greens Business; how much you follow SWGI's methods and procedures, your management skill, experience and business acumen; whether you personally manage your Southwest Greens Business; the climate in which your Territory is located; the demographics of your Territory;

whether you operate from a business office; whether your business office includes a showroom; local economic conditions; the local market for SWGI's products and services; the prevailing wage rate in your Territory; competition and the sales levels reached during the initial period.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to maintain the high standards of product and service quality and consistency associated with the Trademarks, and the uniformity of the franchise:

- You must purchase all artificial turf surfaces, padding and other turf-related products and all modular tile flooring sold or otherwise used by you in connection with your Southwest Greens Business from SWGI, its affiliates or designated vendors and suppliers on our list of approved vendors and suppliers (as it may exist from time-to-time). We may require you to purchase some or all of the products and services used in your business from us or our affiliates. We and our affiliates may be the sole supplier of goods and services. Presently, you must purchase all of your requirements for turf (and related products) from our affiliate (though we may require you to purchase turf from us, other affiliates or designated vendors and suppliers on our list of approved vendors and suppliers (as it may exist from time-to-time)). If in our reasonable determination, our affiliate cannot supply your requirements for turf from time to time, we will designate another supplier that meets our specifications, as we deem necessary. We receive the Turf Royalties and Resale Line Turf Royalties through remittances from our current vendor of artificial turf surfaces and the Modular Tile Flooring Royalties through remittances from our current vendor of modular tile flooring (see Item 6). In addition, we may receive remittances other than the Turf Royalties, Resale Line Turf Royalties and Modular Tile Flooring Royalties from those vendors and suppliers. During 2023, SWGI received no revenue from vendors and suppliers of artificial turf surfaces (and padding and other turf-related products), which represents 0% of our gross revenues for 2023. In addition, during 2023, SWGI received \$10,652,259 revenue from franchisees on account of required purchases, which represents 100% of our total revenue of \$10,652,259. In 2023 our affiliate's total revenue generated by required purchases by our franchisees was \$0 and its total revenue for 2023 was \$0.

We reserve the right to require you to purchase products (other than artificial turf surfaces, padding and other turf-related products and modular tile flooring) and services used in connection with your Southwest Greens Business from our list of approved vendors, suppliers or contractors (as it may exist from time-to-time). We may receive remittances from those vendors, suppliers and contractors. During 2023, SWGI did not receive any revenue in connection with those products and services. Other than an interest in our ultimate parent, Berkshire Hathaway, which owns certain suppliers, our officers do not presently own an interest in any supplier, however, they may own an interest at some time in the future. Certain officers also receive compensation based upon the stock value (phantom stock) of our affiliates which may also be suppliers.

You must purchase all tools, equipment, sand, gravel, top dressing, cups, flags and certain other items sold or otherwise used by you in connection with your Southwest Greens Business in accordance with our specifications (as they may exist from time-to-time). We reserve the right to require you to purchase products (in addition to those stated) used in connection with your Southwest Greens Business in accordance with our specifications (as they may exist from time-to-time). Our specifications and modifications thereof will be communicated to you through the manual(s), bulletins, electronic communications and/or other directives.

Although you are not required to operate your Southwest Greens Business at a location that is open to the public for business, if you do so, the location that you select must be within your Territory and will be subject to our approval. (The location at which you operate your Southwest Greens Business is referred to as the "Business Premises.") Within 30 days after we receive notice of your selection of your site, together with information regarding the site and the lease, we will review and approve, or deny approval of, the site and the lease. We may require the lease to contain certain provisions, including, without limitation, provisions requiring the landlord to provide us 30 days' notice of any default or breach under the lease, permitting us to cure your breach or default and unconditionally and irrevocably permitting us to assume your obligations under the lease, without the landlord's consent, in the event of your breach or default under the lease or the Franchise Agreement or upon the termination of the Franchise Agreement. We will not unreasonably withhold our approval of the site or the lease; however, we may refuse to approve the lease because it does not contain certain provisions that we require. Any relocation of the Franchised Business must be within your Territory, for a legitimate business reason and approved by us; however, we will not unreasonably withhold our approval.

The Business Premises must be constructed, equipped and decorated in compliance with our requirements. You must submit to us for our review and approval the plans for the construction, equipment and decoration of the Business Premises, engage licensed contractors and architects approved by us, obtain appropriate construction documents and comply with all applicable laws, regulations and ordinances of your Territory in connection with that construction. If we request, you must, at your expense, remodel and update the Business Premises to our standards, as they may exist from time-to-time. You must submit the plans for the construction (including prior adaptation), equipment and decoration of the Business Premises to us prior to beginning remodeling and/or updating.

You may request that we add a vendor, supplier or contractor to our list of approved vendors, suppliers and contractors, or that we approve different specifications, by notifying us. Specifications are formulated based upon, among other things, quality, weight, size, shape, delivery, performance, consistency, warranties, design, appearance, atmosphere, price and fitness for intended purpose. We may require you to submit samples or specifications for examination or testing, at your expense, to determine if the supplies or products meet our specifications. Vendors, suppliers and contractors are evaluated based upon, among other things, the products and services they offer, as well as the timeliness and quality of their service. We may approve or disapprove of those vendors, suppliers and contractors for any reason, including, without limitation, the vendors', suppliers' or contractors' refusal to agree to remit to us an amount equivalent to the remittance that we are receiving from our other vendors, suppliers and contractors. We will advise you of our approval or denial of approval within 90 days after we receive all applicable information. We may revoke our approval upon notice to you.

We design, sell, install and maintain artificial turf and modular tile flooring in areas in which our franchisees are not located, for Corporate Accounts and, if you request, for your clients in your Territory. You will not be obligated to use our services, but may do so. In addition, although we presently do not do so, we may perform large-scale projects that franchisees typically cannot perform or are beyond the scope of their typical work.

At this time, there are no purchasing or distribution cooperatives. We do not provide any material benefits to you based upon your use of designated or approved sources.

We estimate that substantially all of your expenditures for leases and purchases in establishing your Southwest Greens Business and on an ongoing basis during the operation of your Southwest

Greens Business will be for goods and services which are subject to sourcing restrictions (that is, which must meet our standards and specifications, or which must be purchased from suppliers which we designate or approve).

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	3	7, 8, 11, 12
b. Pre-opening purchases/leases	7	7, 8, 11
c. Site development and other pre-opening requirements	3, 7	5, 6, 7, 8, 11, 12, 15
d. Initial and ongoing training	4, 7(g), 18(g), 20(e), 21(p); Exhibit D to Franchise Agreement	6, 7, 11, 15, 17
e. Opening	7(f), 21(n)	1, 6, 7, 8, 11, 12, 15, 16
f. Fees	4, 7, 9, 10(c), 14(b), 15(b), 34, 39; Exhibit D to Franchise Agreement	5, 6, 7, 8, 11, 13, 14, 17
g. Compliance with standards and policies/operating Manual	3(c), 7, 10(e), 13, 21, 22(c), 29; Exhibit D to Franchise Agreement	1, 6, 8, 11, 14, 15, 16, 17
h. Trademarks and proprietary information	1, 2, 3, 6, 7, 8, 13, 21, 22; Exhibits A, B and D to Franchise Agreement	1, 8, 13, 14
i. Restrictions on products/services offered	3, 7, 8	1, 6, 8, 11, 12, 15, 16
j. Warranty and customer service requirements	7	8, 11
k. Territorial development and sales quotas	3, 7(b), 9(b), 20	6, 12
l. Ongoing product/service purchases	7	7, 8, 11
m. Maintenance, appearance and remodeling requirements	7	8, 11, 17
n. Insurance	7(m)	6, 7
o. Advertising	3, 7(a), 7(h), 8, 9	6, 7, 11, 12, 13, 14, 16
p. Indemnification	8(g), 12; Exhibits A and D to Franchise Agreement	6
q. Owner's participation/management/staffing	4(b), 7(b)(i), 7(g)	11, 15
r. Records and reports	10	Not Applicable
s. Inspections and audits	7(i), 10	6
t. Transfer	18, 19, 21(o), 28	6, 17
u. Renewal	20	17

Obligation	Section in Agreement*	Disclosure Document Item
v. Post-termination obligations	12, 13, 14, 15, 16, 17, 22, 23; Exhibits A, B and D to Franchise Agreement	17
w. Non-competition covenants	14, 15, 16, 17	17
x. Dispute resolution	32; Exhibits A and B to Franchise Agreement	17
y. Other		
z. Spousal Consent	11, 17, Spousal Consent; Exhibits A and B to Franchise Agreement	6, 15
aa. Principals' Guarantee	N/A	N/A

* Section reference is to Franchise Agreement, unless stated otherwise.

ITEM 10 FINANCING

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or any part of any financing arrangement of yours.

We are listed on the SBA Franchise Directory located at: <https://www.sba.gov/document/support-sba-franchise-directory>. If you obtain financing through the SBA, you must sign the SBA Addendum to Franchise Agreement, attached as Exhibit F-1.

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

Assistance of SWGI

Except as listed below, we are not required to provide you with any assistance.

Before Your Southwest Greens Business Opens

1. **Site and Lease Approval.** Although you are not required to operate your Southwest Greens Business at a location that is open to the public for business, if you do so, it is your responsibility to locate and evaluate the site for your Southwest Greens Business within your Territory. The decision to establish and operate your Southwest Greens Business at that site under the lease will be made solely by you, without any reliance upon any information provided (if any), recommendation made (if any) or approval given (if any) by SWGI. However, before you open your Southwest Greens Business, we will review and approve, or deny approval of, the site and the lease. See Item 8. We will consider, among other things, whether there is the physical space available for office and warehousing needs and a demo putting green and the terms of the lease. Within 30 days after we receive notice of your selection of your site, together with information regarding the site and the lease, we will review and approve, or deny approval of, the site and the lease. We may require the lease to contain certain provisions, including, without limitation, provisions requiring the landlord to provide us 30 days' notice of any default or breach under the

lease, permitting us to cure your breach or default and unconditionally and irrevocably permitting us to assume your obligations under the lease, without the landlord's consent, in the event of your breach or default under the lease or the Franchise Agreement or upon the termination of the Franchise Agreement. We do not generally own the sites upon which our franchisees' Southwest Greens Businesses are operated and lease them to our franchisees. We will not unreasonably withhold our approval of the site or the lease; however, we may refuse to approve the lease because it does not contain certain provisions that we require. (Section 3 of the Franchise Agreement)

If your Southwest Greens Business is not open to the public for business within 150 days after the effective date of the Franchise Agreement, we may terminate the Franchise Agreement. (Section 22(n) of the Franchise Agreement)

You will be responsible for conforming the premises to local ordinances and building codes and in compliance with our requirements and applicable laws, regulations and ordinances, obtaining all required permits and licenses and constructing, remodeling and decorating the premises for your Southwest Greens Business. You must submit the construction, equipment and decoration plans to us for our approval and engage licensed contractors and architects approved by us. (Sections 7(f) and 7(k) of the Franchise Agreement)

2. Training. The training program (the "Training Program") is comprised of pre-opening training (the "Pre-opening Training Program") and opening training (the "Opening Training Program"). Your attendees must complete the Training Program to our satisfaction.

The Pre-opening Training Program, which will be conducted over a period of approximately five days on an as-needed basis, will consist of the following:

PRE-OPENING TRAINING PROGRAM			
Subject	Hours of Classroom Training*	Hours of On-the-job Training*	Location**
Site Layout		3	Marietta, Georgia, the metro Atlanta, Georgia area and/or other locations that we may select
Utilities Considerations		1	
Drainage		2	
Setbacks		.5	
Access		1.5	
Verification of Grade		3	
Preparation of Sub-base		7.5	
Cup Placement		3	
Installation of Cushion and Turf		8	
In-filling		9	
Top Dressing		3	
Rolling the Green		3	
Design		2	
Installation of Lawn/Play Turf		2	
Turf Manufacturing Plant Visit	3		Calhoun and Dalton, Georgia
Review of Products	1		Calhoun, Georgia
Customer Service	2		

PRE-OPENING TRAINING PROGRAM			
Subject	Hours of Classroom Training*	Hours of On-the-job Training*	Location**
Marketing & Advertising	2		and/or other locations that we may select
Total	8	48.5	

* The number of hours may vary, depending upon your attendees' backgrounds and their ability to comprehend the information.

** If you request, we may provide all or part of the Pre-opening Training Program at a location that you select for a fee to be agreed upon between the parties. Our expenses (such as visas, travel, lodging and meal expenditures) in connection with our providing the Pre-opening Training Program at your location will be borne by you. (Section 4 of the Franchise Agreement)

The Opening Training Program, which will be conducted over a four- to seven-day period on an as-needed basis, will consist of the following:

OPENING TRAINING PROGRAM			
Subject	Hours of Classroom Training*	Hours of On-the-job Training*	Location
Design and Installation		32-40	The Business Premises and/or at your customer's installation location
Sales and Marketing	4	4	
Total	4	36-44	

Each of your installation crews must be supervised by a lead installer (who may be the Franchisee or a Principal) who has satisfactorily completed the Training Program. If at least one of your lead installers does not satisfactorily complete the Pre-opening Training Program within 90 days after the effective date of the Franchise Agreement, we may terminate the Franchise Agreement. If at least one of your lead installers does not satisfactorily complete the Opening Training Program within 60 days after you open your Southwest Greens Business to the public, we may terminate the Franchise Agreement. You must, at all times, have an adequate number of lead installers who meet these requirements; otherwise, we may terminate the Franchise Agreement.

We will train up to three lead installers or other people to operate a Southwest Greens Business by attending the Training Program, at our expense (excluding attendees' expenses, such as visas, travel, lodging and meal expenditures and compensation for your employees, in connection with attending the Training Program, which will be borne by you). If you desire more than three people to attend the Training Program, or you desire more than one Training Program session, you will be required to pay us an additional training fee in the amount of \$2,500 per person per Training Program (or part of the Training Program), plus attendees' expenses. Upon your request, we will conduct all or part of an additional Opening Training Program for you at the Business Premises

and/or at your customer's installation location at the rate of \$250 per day, plus our employees' travel, lodging and meal expenditures. (We may increase that amount from time-to-time.)

Training will be provided under the supervision of Robert Hambrick (who has been with SWGI for approximately ten years) and other qualified personnel, designated by us. Other SWGI personnel will also be involved in training from time-to-time. The instructional materials for the Training Program consist of the Operating Manual, the Sales Consultant Handbook and slide presentations. Your attendees at the Training Program will not be deemed to be our employees, but will be deemed to be your employees. Except for attendance at the Training Program, we will not hire or train your employees, which will be your responsibility.

In addition, upon your request, we will provide additional business-related training (including job costing and bidding and identifying and securing appropriate materials) at the Business Premises for no additional fee (however, you must pay our employees' travel, lodging and meal expenditures).

All of your employees (as well as your Principals, directors, officers, representatives and agents) must sign and deliver to us an agreement, in the form attached to the Franchise Agreement, in which he agrees to maintain the confidentiality of our confidential and proprietary information, be bound by a restrictive covenant similar to the one by which you will be bound and be subject to certain other provisions contained in the Franchise Agreement. See Item 17. (Section 18 of the Franchise Agreement)

3. Consultation. We will consult with you by telephone, Monday through Friday, 8:00 a.m. to 5:00 p.m. (Atlanta, Georgia time), with respect to all aspects of starting and operating your Southwest Greens Business. There will be no additional charge for that telephone consultation, unless that consultation exceeds 10 hours during any one calendar month, in which case you will be required to pay us an hourly fee of \$50 for any hour in excess of 10 hours during any calendar month. (We may increase that amount from time-to-time.)

In addition, if you request, we may, depending upon the geographic proximity, if our time permits, provide on-site consultation at a rate of \$500 per person per day (plus expenses, such as visas, travel, lodging and meal expenditures). (We may increase that amount from time-to-time.) (Section 5 of the Franchise Agreement)

4. Advertising and Promotional, Marketing, Advertising and Related Reference Materials. If you request, we will provide you, at your expense, copies of promotional, marketing, advertising and related reference and assistance in generating those materials for use in your Territory. Also, see the section below entitled "Advertising." (Section 8(b) of the Franchise Agreement)

5. SWGI's Operating Manual. Before you open your Southwest Greens Business, we will provide you access to an electronic copy of SWGI's Operating Manual, which contains standards of operations and SWGI's policies and procedures. SWGI's Operating Manual presently contains approximately 461 pages. The table of contents of SWGI's Operating Manual is contained in Exhibit C to this Disclosure Document.

You must operate your Southwest Greens Business strictly in accordance with the standards of operations and SWGI's policies and procedures, as contained in SWGI's Operating Manual, as it may be amended from time to time. SWGI's Operating Manual is **strictly confidential** and must be returned promptly to SWGI upon the termination of the franchise. (Section 7(a) of the Franchise Agreement)

6. List of Approved Vendors, Suppliers and Contractors. Before you open your Southwest Greens Business, we will provide you with a copy of our list of approved vendors, suppliers and contractors, which is included in SWGI's Operating Manual. See Item 8. (Section 7(e) of the Franchise Agreement)

At any time that you or any of your affiliates is in breach of the obligations under the Franchise Agreement, or any other agreement between us or our affiliates and you or your affiliates, we and our affiliates may defer the performance of our/its obligations, or defer the opening of your Southwest Greens Business, until your (or your affiliate's) breach has been cured. Our (or our affiliate's) exercise of that right will not constitute a waiver of our/its rights under the Franchise Agreement or such other agreement, including, without limitation, our (or our affiliate's) right to terminate the Franchise Agreement or such other agreement. (Section 30(d) of the Franchise Agreement)

You will be responsible for conforming the premises to local ordinances and building codes and in compliance with our requirements and applicable laws, regulations and ordinances, obtaining all required permits and licenses and constructing, remodeling and decorating the premises for your Southwest Greens Business. You must submit the construction, equipment and decoration plans to us for our approval and engage licensed contractors and architects approved by us. (Sections 7(f) and 7(k) of the Franchise Agreement)

You will be responsible for purchasing all items needed in connection with establishing and operating your Southwest Greens Business from our approved vendors and suppliers and, if and when developed, in accordance with our specifications. See Item 8. We do not deliver or install any of these items.

During the Operation of Your Southwest Greens Business

Nicklaus Design Product Line Support. If you desire to advertise, promote, sell, design, install and/or maintain the Nicklaus Design Product Line within your Territory, we will provide training and sales and customer service support as stated above. In addition, we will provide you with certain Nicklaus Design design templates for putting greens of varying sizes ranging from 500 square feet to 5,000 square feet (the "Design Templates") and will request that Nicklaus Designs or Nicklaus Brands LLC have its representatives provide reasonable custom modifications to the Design Templates for putting greens exceeding 2,500 square feet. Upon your request, we will request that Nicklaus Designs or Nicklaus Brands LLC have its representatives custom design putting greens exceeding 5,000 square feet (the "Customized Designs") for a fee that will vary depending upon, among other things, the time and effort expended. Our and your rights with respect to the Nicklaus Design Product Line may be discontinued by us or the owner or holder of the Nicklaus Design intellectual property at any time.

We may, but are not required to, establish additional training programs, retraining programs (for example, if you have not performed particular installations within a specified period of time) or refresher courses that you and those people supervising your Southwest Greens Business must attend, at your expense. We may charge a fee in connection with those programs and courses. See Item 6. (Section 4(e) of the Franchise Agreement)

We may, but are not required to, establish periodic and other meetings and conference calls of franchisees that we may require you to attend. We may charge a fee in connection with those programs and courses. (Section 7(o) of the Franchise Agreement)

Time Between Franchise Agreement Signing and the Opening of Your Southwest Greens Business

The typical length of time between signing the Franchise Agreement and the opening of a Southwest Greens Business is between one and five months. The factors that will affect the length of time for your Southwest Greens Business to open include, among other things, weather in your locality, whether you operate your Southwest Greens Business at a site that is open to the public for business (and if so, whether the site is built or needs to be completed, the difficulty of obtaining and negotiating a lease for the site, the amount and nature of leasehold improvements and compliance with local ordinances and building codes, among other things), delivery and installation of equipment and signage, obtaining required permits and licenses, scheduling and completion of the Training Program and your own time commitments.

Advertising

You are required to pay to us advertising payments, calculated as follows:

Population within Your Territory*	Annual Advertising Payment
Less than 2 million	\$1,000
2 million or more, but less than 4 million	\$1,500
4 million or more	\$2,000

* Based upon the United States Census 2015 published by the U.S. Census Bureau, or such other resource as SWGI may determine. If the population within your Territory increases, your advertising payments may be increased to the next level. Advertising payments will be used by us, in our discretion, for promotional, marketing, public relations and advertising expenses for Southwest Greens Businesses generally, the Southwest Greens brand name and the Southwest Greens system, including, among other things, hiring marketing, public relations and advertising agencies and personnel to assist in developing the Southwest Greens brand name, travel expenses in connection with promotions, marketing meetings, training, promoting the Southwest Greens brand name, developing and optimizing the website for the Southwest Greens system, development and registration of the Trademarks and developing and printing promotional and advertising materials, circulars and media advertisements. If you request, we will provide you, at your expense, copies of promotional, marketing, advertising and related reference and assistance in generating those materials for use in your Territory.

In addition, you may be required to pay us special marketing program payments in an amount that we will determine, in our reasonable discretion; however, special marketing program payments will not exceed \$3,000 per year during the term of this Agreement. Special marketing program payments will be used by us, in our discretion, for special marketing programs (for example, strategic relationships with golf companies for the development of marketing programs with a national or international scope).

Other franchisees and licensees may not pay advertising payments or special marketing program payments, or their payments may be calculated at a different rate or on a different basis. We and our affiliates are not required to make those payments, but may do so if we operate Southwest Greens Businesses. No part of the advertising payments or special marketing program payments will be used for advertising that is principally for soliciting new franchisees.