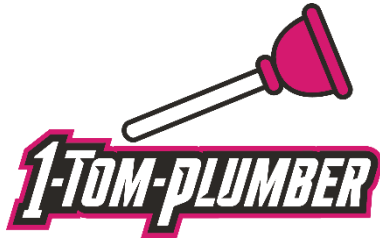


FRANCHISE DISCLOSURE DOCUMENT



1 TOM PLUMBER GLOBAL LLC
(an Ohio limited liability company)
6700 Forum Dr, Ste 150
Orlando, Florida 32821-8013
1-855-832-6866
angie@1tomplumber.com
www.1tomplumber.com

We offer franchises to operate a 1-Tom-Plumber® plumbing business focused on emergency plumbing services and repairs at commercial and residential properties. The total investment necessary to begin operation of a 1 Tom Plumber franchise ranges from \$238,307 to \$454,248. This includes \$49,000-\$54,000 that must be paid to the franchisor as an initial franchise fee.

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, us 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 Justin Ghadery, at 1 Tom Plumber Global LLC, 6700 Forum Drive, Suite 150, Orlando, FL 32821 or by phone at 1-855-832-6866.

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.

The Issuance Date of this Disclosure Document is April 1, 2026

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation in the city and state of our then-current National Headquarters (presently Orlando, Florida). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” to see whether your state requires other risks to be highlighted.

TABLE OF CONTENTS

Page

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	6
ITEM 2 BUSINESS EXPERIENCE	13
ITEM 3 LITIGATION.....	14
ITEM 4 BANKRUPTCY	14
ITEM 5 INITIAL FEES	14
ITEM 6 OTHER FEES.....	16
ITEM 7 ESTIMATED INITIAL INVESTMENT	23
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	27
ITEM 9 FRANCHISEE’S OBLIGATIONS.....	31
ITEM 10 FINANCING	31
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.....	32
ITEM 12 TERRITORY	43
ITEM 13 TRADEMARKS	45
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	47
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	48
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	48
ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	49
ITEM 18 PUBLIC FIGURES.....	53
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS.....	54
ITEM 20 UNITS AND FRANCHISEE INFORMATION.....	59
ITEM 21 FINANCIAL STATEMENTS	63
ITEM 22 CONTRACTS.....	63
ITEM 23 RECEIPT	63
EXHIBIT A — FRANCHISE AGREEMENT.....	64
EXHIBIT B — FORM OF GENERAL RELEASE	136
EXHIBIT C — FORM OF NON DISCLOSURE AND NON USE AGREEMENT	139
EXHIBIT D — STATE ADDENDA.....	144
EXHIBIT E — FINANCIAL STATEMENTS	164
EXHIBIT F — GUARANTY OF PERFORMANCE	186
EXHIBIT G — LIST OF STATE ADMINISTRATORS, AGENTS FOR SERVICE OF PROCESS	187
EXHIBIT H — TABLE OF CONTENTS OPERATIONS MANUAL.....	189
EXHIBIT I — FRANCHISE LISTS.....	190
EXHIBIT J — STATE EFFECTIVE DATES	199
EXHIBIT K — RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT.....	200

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	4
ITEM 2 BUSINESS EXPERIENCE	11
ITEM 3 LITIGATION.....	12
ITEM 4 BANKRUPTCY	12
ITEM 5 INITIAL FEES	12
ITEM 6 OTHER FEES.....	14
ITEM 7 ESTIMATED INITIAL INVESTMENT	21
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	25
ITEM 9 FRANCHISEE’S OBLIGATIONS.....	29
ITEM 10 FINANCING	29
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.....	30
ITEM 12 TERRITORY	41

<u>ITEM 13 TRADEMARKS</u>	<u>43</u>
<u>ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....</u>	<u>45</u>
<u>ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE</u>	
<u>BUSINESS</u>	<u>46</u>
<u>ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....</u>	<u>46</u>
<u>ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION</u>	<u>47</u>
<u>ITEM 18 PUBLIC FIGURES.....</u>	<u>51</u>
<u>ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS.....</u>	<u>52</u>
<u>ITEM 20 UNITS AND FRANCHISEE INFORMATION.....</u>	<u>56</u>
<u>ITEM 21 FINANCIAL STATEMENTS</u>	<u>60</u>
<u>ITEM 22 CONTRACTS.....</u>	<u>60</u>
<u>ITEM 23 RECEIPT</u>	<u>61</u>
<u>EXHIBIT A – FRANCHISE AGREEMENT.....</u>	<u>62</u>
<u>EXHIBIT B – FORM OF GENERAL RELEASE</u>	<u>137</u>
<u>EXHIBIT C – FORM OF NON-DISCLOSURE AND NON-USE AGREEMENT</u>	<u>140</u>
<u>EXHIBIT D – STATE ADDENDA</u>	<u>145</u>
<u>EXHIBIT E – FINANCIAL STATEMENTS</u>	<u>164</u>
<u>EXHIBIT F – GUARANTY OF PERFORMANCE</u>	Error! Bookmark not defined.
<u>EXHIBIT G – LIST OF STATE ADMINISTRATORS, AGENTS FOR SERVICE OF PROCESS</u>	<u>166</u>
<u>EXHIBIT H – TABLE OF CONTENTS OPERATIONS MANUAL.....</u>	<u>168</u>
<u>EXHIBIT I – FRANCHISE LISTS</u>	<u>169</u>
<u>EXHIBIT J – STATE EFFECTIVE DATES</u>	<u>178</u>
<u>EXHIBIT K – RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT</u>	<u>179</u>

Training

18. We will provide initial training to your initial owners, and up to five managers, salespeople, plumbers, and dispatchers without any additional fee. Your Operating Principal and general manager must attend training and complete training to our satisfaction before your opening date. In addition, your initial salespeople, dispatchers, and plumbers must attend training within 45 days of hire.

19. Initial training will be a combination of classroom, on the job training and may also include training provided electronically and remotely. Training will be provided in a location designated by us and will be approximately two weeks in duration.

20. You will be obligated to pay the costs of compensation and benefits for your training attendees as well as the cost for their travel, lodging, meals and incidental expenses during training. We have estimated these costs during training. The costs of travel vary greatly based on the time of year and the choices you make for travel arrangements.

Additional Expenses – 3 Months

21. We have estimated your cash requirements for the first three months of operation of the Franchised Business. You will incur additional expenses and will require enough working capital to cover your business' operation and other expenses and disbursements, including debt service, until your business achieves break even on an operating basis. Our estimated additional expenses for the first three months are net of any commercial revenue you receive during that period.

Other Expenses and Prepayments

22. We will specify the minimum insurance coverage we require you to have for your Franchised Business in this disclosure document and as modified in the 1 Tom Plumber Operations Manual.

23. You will be required for the development of your business to acquire the necessary permits, bonds, utilities, merchant accounts and licenses and to make any deposits required to operate your location. We assume that you already hold current licenses for plumbing and underground work in the Operating Area.

24. Your Market Introduction Plan will be developed by you with our assistance, and we estimate this to cost \$10,000-\$20,000. You will execute the pre-opening marketing strategy.

25. You may need to make deposits or pre-payments for rent, utilities, etc. Depending on the costs in your market and the rents in various areas of your market, you can expect significant differences in costs for rent. Our estimate is based on two months' rent as a lease deposit and deposits for commercial lease parking.

26. There may be additional miscellaneous expenses incurred in developing your Central Office location and equipping your Franchised Business with proper tools, supplies, repair parts, pipes, replacement fixtures and other goods necessary to begin operation.

We have relied on our experience in developing and operating the Company Unit to compile these estimates. These figures are estimates and we cannot guarantee that you will not have additional expenses in starting the Franchised Business. Your costs will depend on factors such as local labor rates, how closely you follow our methods and procedures, your management skill and business acumen, local economic conditions, ~~competition and the sales level reached during the initial period. Actual costs may vary and may be affected by factors beyond our control,~~ including tariffs, inflation, supply chain disruptions, and changes in vendor pricing-, ~~competition, and the sales level reached during the initial period.~~

27. We recommend that you review the estimated initial investment for the development of your Franchised Business, including working capital, with your legal and business advisors before you make a decision to invest in our franchise opportunity. We recommend that you obtain their assistance to develop and refine a business plan and evaluation in which you consider the costs of operation in your desired Operating Area, the availability and costs of leases and business loans, including terms for payment and

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
j.	Assignment of contract by us	22(a)	We may transfer, assign or pledge our interest in the Franchise Agreement, in whole or in part, to any person.
k.	“Transfer” by you- defined	22(b)	Any transfer of any interest in your Franchise Agreement or in you, either directly or indirectly, will constitute a “transfer” of your Franchise Agreement or you.
l.	Our approval of transfer by you	22(b)	You may not transfer any interest in your Franchise Agreement or a controlling equity interest in the franchisee entity without our consent.
m.	Conditions for our approval of transfer	22(b)	We may charge your transferee a Transfer Fee equal to 25% of our then initial Franchise Fee and may otherwise withhold consent for any reason.
n.	Our right of first refusal to acquire your business	23(a)	We have a right of first refusal to purchase your Franchised Business or any controlling interest in you that you propose to sell on the same terms and conditions offered to you by a third party.
o.	Our option to purchase your business	23(b)	We have an option to purchase your Franchised Business for its fair market value upon the termination or expiration of the Franchise Agreement. If you and we cannot agree on fair market value, then the purchase price will be the book value of the assets as shown on your balance sheet dated within 30 days before termination or expiration, or three times your EBITDA for the preceding 12 months, whichever is greater.
p.	Death or disability of you	22(b)	In the event of your death or permanent disability, the Franchise Agreement will terminate within 6 months unless we give our written consent to the assignment of the Franchise Agreement to your designated successor or successor by law.
q.	Non-competition covenants during the term of the franchise	11	You and your owners may not engage, either directly or indirectly through any financial or beneficial interest in any other person, in any “competing business,” other than a Franchised Business- <u>(subject to applicable state law)</u> . A “competing business” means any plumbing contractor or plumber. <u>(subject to applicable state law)</u>

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
r.	Non-competition covenants after the franchise is terminated or expires	11	For a period of two years after the termination or expiration of the Franchise Agreement, you and your owners may not engage in any competing business other than a 1 Tom Plumber Franchised Business, within your Operating Area, within 50 miles from the nearest boundary of your Operating Area or within any franchisee's operating area existing or then being developed at the time of termination, as then listed on our Website, available from us in writing or in the Operations Manual, or any directory we provide to you. <u>(subject to applicable state law)</u>
s.	Modification of the agreement	52	We may alter the System or Operations Manual as we deem necessary. We and you must agree in writing to any modifications to your Franchise Agreement.
t.	Integration/merger clause	40	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable. Nothing in any agreement you sign with us is intended to disclaim the express representations made in this Disclosure Document, its exhibits and amendments.
u.	Dispute resolution by arbitration or mediation	47	You must first submit all disputes and controversies arising under the Franchise Agreement to our management and make every effort to resolve the dispute internally. At our option, all claims or disputes must be submitted to non-binding mediation in the state and city of our then-current National Headquarters (presently Orlando, Florida).
v.	Choice of forum	47	Subject to applicable state law, any legal action must be brought in the judicial district where our headquarters is located, which is currently in Orlando, Florida. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at <u>Exhibit C</u> .
w.	Choice of law	46	Subject to applicable state law, Florida and applicable federal law will apply to your Franchise Agreement and all rights and duties under the Franchise Agreement. Your local law may supersede this provision. See the Disclosure Document Addenda for Certain States at <u>Exhibit C</u> .

ITEM 18

PUBLIC FIGURES

There are no public figures involved with us or this franchise.

price per job reflects the mix of service types performed and may vary based on market conditions and service offerings.

TABLE A

GROSS SALES AND JOB DATA OF THE FOUR FRANCHISED TERRITORIES IN OHIO & NORTHERN KENTUCKY

Total # Completed Jobs	Total Gross Sales	Gross Sales per Territory (Calculated)	Average Price Per Job	High Price Per Job	Median Price Per Job	Low Price Per Job	% of Jobs That Exceeded the Average Price Per Job
16,559	\$12,040,332	\$3,010,083	\$704	\$29,938	\$299	\$49	26%

STATEMENT OF AVERAGE AND MEDIAN GROSS SALES

The following Tables B and C present unaudited information about the average and median Gross Sales of the 35 Franchised Territories that were open and continuously operating throughout the 2025 Accounting Period.

Table B presents overall system-wide Gross Sales performance for these Franchised Territories. Table C presents Gross Sales segmented by tenure, based on the number of full calendar years each Franchised Territory has been in operation.

We obtained this information from unaudited franchisee reports submitted to us consistent with our reporting requirements. Neither we nor our independent certified public accountants have audited or verified any of the Gross Sales information reported to us. Franchisees are not required to use generally accepted accounting principles when reporting these figures.

~~Gross Sales may vary significantly based on factors including geographic market, population density, service mix, competition, and the experience and operational practices of the franchisee.~~

TABLE B

ANNUAL GROSS SALES OF THE 35 FRANCHISED TERRITORIES OPEN FOR THE ENTIRE 2025 ACCOUNTING PERIOD

# of Full Calendar Years in Operation	Number of Territories	Average Annual Gross Sales	High	Median	Low	Number & % At or Above Average	Number & % Below Average	Number & % At or Above Median	Number & % Below Median
1+	35	\$1,509,432	\$4,234,976	\$1,334,236	\$378,039	15 / 43%	20 / 57%	18 / 51%	17 / 49%

TABLE E

**ANNUAL JOB VOLUME BY TENURE OF THE 35 FRANCHISED TERRITORIES
OPEN FOR THE ENTIRE 2025 ACCOUNTING PERIOD**

# of Full Calendar Years in Operation	Number of Territories	Average Annual Jobs Completed	High	Median	Low	Number & % At or Above Average	Number & % Below Average	Number & % At or Above Median	Number & % Below Median
1–2	17	1,308	2,111	1,248	621	7 / 41%	10 / 59%	9 / 53%	8 / 47%
2–3	11	2,401	3,821	2,290	1,437	4 / 36%	7 / 64%	6 / 54%	5 / 46%
3+	7	3,277	5,591	2,777	1,387	3 / 43%	4 / 57%	4 / 57%	3 / 43%

SERVICE VALUE METRIC

Table F presents unaudited information regarding the average price of jobs completed by the 35 Franchised Territories that were open and continuously operating throughout the 2025 Accounting Period.

The average price of jobs is calculated based on total Gross Sales divided by the total number of jobs completed during the same period.

The relationship between the number of jobs completed and the average price per job is a primary driver of Gross Sales.

The average price of jobs may vary based on factors including the type of service performed, customer mix, geographic market, and service complexity.

TABLE F

**AVERAGE PRICE OF JOBS COMPLETED BY 35 FRANCHISED TERRITORIES
OPEN FOR THE ENTIRE 2025 ACCOUNTING PERIOD**

# of Full Calendar Years in Operation	Number of Territories	Average Price Per Job	High	Median	Low	Number & % At or Above Average	Number & % Below Average	Number & % At or Above Median	Number & % Below Median
1+	35	\$689	\$967	\$675	\$405	13 / 37%	22 / 63%	18 / 51%	17 / 49%

The information presented in this Item 19 is intended to provide insight into the historical operating performance of Franchised Territories within the 1-Tom-Plumber system. ~~As reflected in the tables above, Gross Sales are influenced by a combination of factors, including the number of jobs completed and the average price per job, both of which may vary based on market conditions, service mix, and the operational practices of the franchisee.~~

~~The data also reflects differences in performance based on tenure, with more established Franchised Territories generally demonstrating higher levels of job volume and Gross Sales. However, results vary, and individual performance will depend on a variety of factors.~~

~~You should not rely on this information as an indication of the results that you may achieve. Some outlets have earned this amount.~~ Your individual results may differ. There is no assurance that you will earn as much.

Written substantiation for this financial performance representation will be made available to you at our company headquarters in Orlando, Florida upon your reasonable request. Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Justin Ghadery at 6700 Forum Drive, Suite 150, Orlando, Florida 32821-8013 and (855) 832-6866, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
UNITS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Unit Summary for Years 2023-2025

Unit Type	Year	Units at the Start of the Year	Units at the End of the Year	Net Change
Franchisee	2023	9	23	14
	2024	23	37	14
	2025	37	56	19
Affiliate Owned	2023	4	5	1
	2024	5	6	1
	2025	6	0	-6
Total	2023	13	28	15
	2024	28	43	15
	2025	43	56	13

Table No. 2
Transfers of Units from Franchisees to New Owners
(other than The Franchisor) For Years 2023-2025

State	Year	Number of Transfers
TOTAL	2023	0
	2024	0
	2025	0

TABLE OF CONTENTS

EXHIBIT A – FRANCHISE AGREEMENT.....	64
1. Definitions.....	69
2. Grant of Franchise.....	69
(a) Grant.....	69
(b) Reservation of Rights.....	69
(c) Designation of Owner Operator.....	69
(d) Regional accounts.....	69
3. Operating Area.....	70
4. Term.....	71
(a) Initial Term.....	71
(b) Successor Terms.....	71
(c) Succession Notice & Eligibility.....	71
(d) Additional Conditions.....	71
(e) Interim Period.....	72
5. Fees & Security Interest.....	72
(a) Initial Franchise Fee.....	72
(b) Royalty Fee.....	72
(c) Population Fee.....	72
(d) Brand Fund Contribution.....	72
(e) Advertising Reallocation Fee.....	72
(f) Technology Fee.....	72
(g) Relocation Fee.....	72
(h) Convention Fee.....	73
(i) Payments.....	73
(j) Interest.....	73
(k) Taxes.....	73
(l) EFT Payment.....	73
(m) Security Agreement and Interest.....	73
(n) Bank Fees.....	73
(o) Indemnification Costs.....	73
(p) Insurance Costs.....	74
(q) Enforcement Costs.....	74
(r) Joint Employment; Change of Relationship Fee.....	74
(s) Late Fees.....	74
6. Franchised Unit Development.....	74
(a) Development Oversight.....	74
(b) Vehicle Selection.....	74
(c) Central Office Selection.....	75
(d) Lease/Purchase Agreement.....	75
(e) Plans.....	75
(f) Construction and Build Out of Franchised Unit and Conformity of Vehicles.....	75
(g) Furnishings, Fixtures, Equipment, and Other Personal Property.....	76
(h) Technical Services.....	76
(i) Opening.....	76
7. Our Obligations.....	77
(a) Training.....	77
(b) Operations Manual.....	77
(c) Materials, Services and Suppliers.....	77
(d) Staffing Assistance.....	78
(e) Opening Assistance.....	78
(f) Call Routing; Website.....	78
(g) Marketing Assistance.....	78

(h)	— Evaluation Program	79
(i)	— Advice & Communications	79
(j)	— Customer Complaints	79
(k)	— Other Assistance	79
8.	— Your Obligations	79
(a)	— Training	79
(b)	— Operation of Franchised Unit	80
(c)	— Approved Materials, Services and Suppliers	81
(d)	— Telephone Listings, Domain Names, and Web Pages	81
(e)	— Franchised Unit Condition	81
(f)	— Vehicle Condition	82
(g)	— Upgrades of Franchised Unit or Vehicle	82
(h)	— Your Employees	82
(i)	— Life Safety	82
(j)	— Material Contracts	82
(k)	— Compliance with Laws & Regulations	82
(l)	— Correction of Deficiencies	83
(m)	— Meetings and Conventions	83
(n)	— No Outsourcing, Subcontracting	83
9.	— Technology, Communications And Internet	83
(a)	— Computer Systems and Required Software	83
(b)	— Data	84
(c)	— Privacy & Security	84
(d)	— Extranet	84
(e)	— Websites	85
(g)	— Internet & Social Media Use	85
(h)	— Prohibitions	86
(i)	— No Outsourcing without Prior Written Approval	86
(j)	— Changes to Technology	86
10.	— E Mail Communication	86
11.	— Covenants Not to Compete	87
12.	— Confidential Information	87
13.	— Franchised System Management	88
(a)	— Ownership	88
(b)	— Display of Marks	88
(c)	— Infringements	89
(d)	— Our Defense of You	89
(e)	— Reservation of Property Rights	89
(f)	— Substitute Marks	89
(g)	— Control of Franchised System	89
(h)	— Improvements	90
(i)	— Operations Manual	90
(j)	— Manual Controls	90
14.	— Reports and Records	90
15.	— Inspection, Testing and Audit	91
(a)	— Inspections	91
(b)	— Audits	91
16.	— Market Introduction Plan, Annual Marketing Plan & Local Marketing	92
17.	— Advertising Cooperative	93
18.	— Promotional Programs	93
19.	— Brand Fund	93
20.	— Publicity and Promotional Materials	94
21.	— Insurance	94
(a)	— Required insurance	94
(b)	— Other Provisions	96
(c)	— Certificate of Insurance	96

(d) — Remedial Insurance	97
22. — Assignments & Transfers	97
(a) — Our Assignments	97
(b) — Your Assignments	97
23. — Rights of First Refusal and Purchase Option	97
24. — Business Entity Franchisee	98
25. — Death or Appointment of Guardian or Conservator of a Principal	98
26. — Temporary Disability of An Owner	99
27. — Securities Offerings	99
28. — Termination by You	100
29. — Termination by Us for Incurable Defaults	100
30. — Termination by Us for Curable Defaults	101
31. — Termination by Us for Commercial Impracticability	102
32. — Certain Waivers	102
33. — Obligations Upon Termination or Expiration	102
34. — Injunctive Relief	104
35. — Indemnification by Franchisee	104
(a) — Indemnified Events	104
(b) — Notice of Claims	105
(c) — Risk of Loss	105
(d) — No Assumption of Liability	105
(e) — Remedial Action	105
(f) — Survival	105
36. — Force Majeure	105
37. — Relationship of Parties	105
(a) — Limitations	105
(b) — Franchisor's Reserved Rights	106
(c) — Reasonable Business Judgment	106
(d) — Time	106
38. — Employment Decisions	106
39. — Holidays	107
40. — Entire Agreement	107
41. — Disclaimer Limitation	107
42. — Approvals and Waivers	107
43. — Notice	107
36. — Cumulative Rights	108
37. — Survival	108
38. — Governing Law	108
39. — Dispute Resolution	108
40. — Legal Fees	109
41. — Construction	109
42. — Severability	109
43. — Counterparts	109
44. — Amendment	109
45. — Third Party Beneficiaries	109
46. — Definitions	109
47. — Your Representations, Warranties and Acknowledgements	112
(a) — Independent Investigation	112
(b) — This Transaction	112
(c) — No Misrepresentations or Implied Covenants	112
(d) — No Guarantees of Success	113
(e) — Updating	113
(f) — Other Businesses and Channels of Distribution	113
(g) — Other Transactions	113
(h) — Fees	113
ATTACHMENT A — TRANSACTION DETAILS	115

ATTACHMENT A – NOTICE OF UNIT CENTRAL OFFICE ACCEPTANCE	116
ATTACHMENT B – AUTHORIZATION FORM FOR ELECTRONIC FUNDS TRANSFER	117
ATTACHMENT C – GUARANTY AND RESTRICTION AGREEMENT	118
ATTACHMENT D – MANAGEMENT CONFIDENTIALITY AND NON-COMPETITION AGREEMENT	119
ATTACHMENT E – LEASE RIDER	121
ATTACHMENT F – RECEIPT OF OPERATIONS MANUAL AND CONFIDENTIALITY AGREEMENT	124
ATTACHMENT G – SBA ADDENDUM	125
ATTACHMENT H – ASSIGNMENT OF TELEPHONE NUMBERS	127
ATTACHMENT I – ASSIGNMENT OF DIGITAL ASSETS	128
ATTACHMENT J – FORM OF CLOSING ACKNOWLEDGEMENT	129
ATTACHMENT K – MULTI-UNIT DEVELOPMENT AGREEMENT	132

EXHIBIT A – FRANCHISE AGREEMENT	62
1. Definitions	70
2. Grant of Franchise.	70
(a) Grant	70
(b) Reservation of Rights	70
(c) Designation of Owner-Operator	70
(d) Regional accounts	70
3. Operating Area	71
4. Term	72
(a) Initial Term	72
(b) Successor Terms	72
(c) Succession Notice & Eligibility	72
(d) Additional Conditions	72
(e) Interim Period	73
5. Fees & Security Interest	73
(a) Initial Franchise Fee	73
(b) Royalty Fee	73
(c) Population Fee	73
(d) Brand Fund Contribution	73
(e) Advertising Reallocation Fee	73
(f) Technology Fee	73
(g) Relocation Fee	74
(h) Convention Fee	74
(i) Payments	74
(j) Interest	74
(k) Taxes	74
(l) EFT Payment	74
(m) Security Agreement and Interest	74
(n) Bank Fees	74
(o) Indemnification Costs	75
(p) Insurance Costs	75
(q) Enforcement Costs	75
(r) Joint Employment; Change of Relationship Fee	75
(s) Late Fees	75
6. Franchised Unit Development	75
(a) Development Oversight	75
(b) Vehicle Selection	75
(c) Central Office Selection	76
(d) Lease/Purchase Agreement	76
(e) Plans	76
(f) Construction and Build-Out of Franchised Unit and Conformity of Vehicles	77
(g) Furnishings, Fixtures, Equipment, and Other Personal Property	77
(h) Technical Services	77
(i) Opening	77

7.	Our Obligations.....	78
(a)	Training.....	78
(b)	Operations Manual.....	78
(c)	Materials, Services and Suppliers.....	78
(d)	Staffing Assistance.....	79
(e)	Opening Assistance.....	79
(f)	Call Routing; Website.....	79
(g)	Marketing Assistance.....	79
(h)	Evaluation Program.....	80
(i)	Advice & Communications.....	80
(j)	Customer Complaints.....	80
(k)	Other Assistance.....	80
8.	Your Obligations.....	80
(a)	Training.....	80
(b)	Operation of Franchised Unit.....	81
(c)	Approved Materials, Services and Suppliers.....	82
(d)	Telephone Listings, Domain Names, and Web Pages.....	82
(e)	Franchised Unit Condition.....	83
(f)	Vehicle Condition.....	83
(g)	Upgrades of Franchised Unit or Vehicle.....	83
(h)	Your Employees.....	83
(i)	Life Safety.....	83
(j)	Material Contracts.....	83
(k)	Compliance with Laws & Regulations.....	84
(l)	Correction of Deficiencies.....	84
(m)	Meetings and Conventions.....	84
(n)	No Outsourcing, Subcontracting.....	84
9.	Technology, Communications And Internet.....	84
(a)	Computer Systems and Required Software.....	84
(b)	Data.....	85
(c)	Privacy & Security.....	85
(d)	Extranet.....	86
(e)	Websites.....	86
(g)	Internet & Social Media Use.....	87
(h)	Prohibitions.....	87
(i)	No Outsourcing without Prior Written Approval.....	87
(j)	Changes to Technology.....	87
10.	E-Mail Communication.....	88
11.	Covenants Not to Compete.....	88
12.	Confidential Information.....	89
13.	Franchised System Management.....	89
(a)	Ownership.....	89
(b)	Display of Marks.....	89
(c)	Infringements.....	90
(d)	Our Defense of You.....	90
(e)	Reservation of Property Rights.....	90
(f)	Substitute Marks.....	91
(g)	Control of Franchised System.....	91
(h)	Improvements.....	91
(i)	Operations Manual.....	91
(j)	Manual Controls.....	91
14.	Reports and Records.....	92
15.	Inspection, Testing and Audit.....	92
(a)	Inspections.....	92
(b)	Audits.....	92
16.	Market Introduction Plan, Annual Marketing Plan & Local Marketing.....	93

17.	Advertising Cooperative.....	94
18.	Promotional Programs.....	95
19.	Brand Fund.....	95
20.	Publicity and Promotional Materials.....	96
21.	Insurance.....	96
	(a) Required insurance.....	96
	(b) Other Provisions.....	97
	(c) Certificate of Insurance.....	97
	(d) Remedial Insurance.....	98
22.	Assignments & Transfers.....	98
	(a) Our Assignments.....	98
	(b) Your Assignments.....	98
23.	Rights of First Refusal and Purchase Option.....	98
24.	Business Entity Franchisee.....	99
25.	Death or Appointment of Guardian or Conservator of a Principal.....	100
26.	Temporary Disability of An Owner.....	100
27.	Securities Offerings.....	100
28.	Termination by You.....	101
29.	Termination by Us for Incurable Defaults.....	101
30.	Termination by Us for Curable Defaults.....	102
31.	Termination by Us for Commercial Impracticability.....	103
32.	Certain Waivers.....	103
33.	Obligations Upon Termination or Expiration.....	104
34.	Injunctive Relief.....	105
35.	Indemnification by Franchisee.....	105
	(a) Indemnified Events.....	105
	(b) Notice of Claims.....	106
	(c) Risk of Loss.....	106
	(d) No Assumption of Liability.....	106
	(e) Remedial Action.....	106
	(f) Survival.....	106
36.	Force Majeure.....	107
37.	Relationship of Parties.....	107
	(a) Limitations.....	107
	(b) Franchisor's Reserved Rights.....	107
	(c) Reasonable Business Judgment.....	107
	(d) Time.....	108
38.	Employment Decisions.....	108
39.	Holidays.....	108
40.	Entire Agreement.....	108
41.	Disclaimer Limitation.....	108
42.	Approvals and Waivers.....	108
43.	Notice.....	109
36.	Cumulative Rights.....	109
37.	Survival.....	109
38.	Governing Law.....	109
39.	Dispute Resolution.....	109
40.	Legal Fees.....	110
41.	Construction.....	110
42.	Severability.....	110
43.	Counterparts.....	110
44.	Amendment.....	111
45.	Third Party Beneficiaries.....	111
46.	Definitions.....	111
47.	Your Representations, Warranties and Acknowledgements.....	113
	(a) Independent Investigation.....	113

(b) This Transaction	113
(c) No Misrepresentations or Implied Covenants.....	114
(d) No Guarantees of Success.....	114
(e) Updating	114
(f) Other Businesses and Channels of Distribution.....	114
(g) Other Transactions.....	115
(h) Fees.....	115
ATTACHMENT A – TRANSACTION DETAILS	116
ATTACHMENT A-1 - NOTICE OF UNIT CENTRAL OFFICE ACCEPTANCE	117
ATTACHMENT B - AUTHORIZATION FORM FOR ELECTRONIC FUNDS TRANSFER	118
ATTACHMENT C - GUARANTY AND RESTRICTION AGREEMENT.....	119
ATTACHMENT D – MANAGEMENT CONFIDENTIALITY AND NON-COMPETITION AGREEMENT.....	120
ATTACHMENT E – LEASE RIDER	122
ATTACHMENT F – RECEIPT OF OPERATIONS MANUAL AND CONFIDENTIALITY AGREEMENT.....	125
ATTACHMENT G - SBA ADDENDUM	126
ATTACHMENT H – ASSIGNMENT OF TELEPHONE NUMBERS	128
ATTACHMENT I - ASSIGNMENT OF DIGITAL ASSETS	129
ATTACHMENT J – FORM OF CLOSING ACKNOWLEDGEMENT.....	130
ATTACHMENT K – MULTI-UNIT DEVELOPMENT AGREEMENT.....	133

EXHIBIT J – STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Pending Registration
Hawaii	Pending Registration
Illinois Indiana	Pending Registration April 20, 2026
Indiana Illinois	Pending Registration Effective
Maryland	Pending Registration
Michigan	Pending Registration Effective
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Pending Registration
Rhode Island	Pending Registration
South Dakota	Pending Registration Effective
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	Pending Registration April 19, 2026

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.