FRANCHISE DISCLOSURE DOCUMENT

1 TOM PLUMBER GLOBAL INC.
(an Ohio corporation)
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1 Tom Plumber Global Inc. offers 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 $515,719 to $2,796,495. This includes $50,000 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 Angie Honeycutt at 1 Tom Plumber Global Inc., 24 Whitney Drive, Suite B, Milford, OH 45150, via email at angie@1tomplumber.com 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, 2024.

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about Unit sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised Units.
Will my business be the only 1-Tom-Plumber business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be 1-Tom-Plumber franchisee?	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	Those questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit G.

Your state may also have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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 resolved disputes with the franchisor by mediation, arbitration, and/or litigation only in Ohio. 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 Ohio than in your own state.

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.

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, we will use the words "we," "us" and "our" when referring to 1 Tom Plumber Global Inc. (the "Franchisor") and the words "you" and "your" when referring to the legal entity which buys a 1-Tom-Plumber franchise (the "Franchisee"). The words "you" and "your" do not include any individual or business entity which owns an interest in you. We will require all individuals and business entities that own an interest in the Franchisee to guarantee its obligations to us. We refer to each distinct business operated under our Franchise Agreement as a "Unit" or "Franchised Business" and each business operated by an affiliate of the Franchisor as a "Company Unit."

Franchisor, Parent, and Affiliates

We are an Ohio corporation formed on January 27, 2020. We are a wholly owned subsidiary of 1 Tom Plumber Brand Inc., an Ohio corporation ("Parent"). Our principal business address is 24 Whitney Drive, Suite B, Milford, Ohio 45150 .

The 1-Tom-Plumber brand (the "Brand") began in Cincinnati, Ohio under 1 Tom Plumber LLC, an Ohio limited liability company ("1-Tom"), formed on September 14, 2017. 1-Tom was formed to operate the initial 1-Tom-Plumber business in Milford, Ohio, that opened on June 1, 2018, and is an affiliate of us and Parent.

Parent was formed on January 27, 2020, and owns the intellectual property assets used by us to franchise 1-Tom-Plumber franchises. Parent's principal business address is 24 Whitney Drive, Suite B, Milford, Ohio 45150.

On January 27, 2020, Parent formed our affiliate 1 Tom Plumber Supply Inc., an Ohio corporation ("1-Tom Supply"), which may supply or distribute certain products to our franchisees and Company Units. The principal business address of 1-Tom Supply is 24 Whitney Drive, Suite B, Milford, Ohio 45150.

We have no affiliates offering franchises in any other line of business.

Agent for Service of Process

The names and addresses of our agents for service of process appear on Exhibit G to this Disclosure Document.

Prior Business Experience

We do not operate any Unit. We conduct no business activities other than franchising. We have never operated a Unit. We have offered franchises in the United States since October 2020. We have not offered and do not offer franchises in any other line of business. 1-Tom is our affiliate that operates the Company Units. None of Parent, 1-Tom Supply or 1-Tom has ever offered franchises in any other line of business.

The Business and Franchise We Offer

We offer the opportunity to establish and operate a drain cleaning and full-service plumbing business (the "Franchised Business") at a single, defined location (the "Franchised Location") within the "Operating Area" (defined below) using our methods of operation (the "System") that includes our

standards for the performance of services and operation of the Franchised Business ("System Standards"), trademarks, service marks, trade names, logos and commercial symbols (the "Marks"), the content in printed or on-line materials (the "Materials"), the content in our "Operations Manual", which may present and compile our policies and procedures for vehicle and vehicle wrap, trade dress, service performance, equipment, signage, sales and marketing, pricing guidelines, staff and employee training, customer service and retention programs, accounting, recordkeeping and reporting, customer loyalty programs, third party referral marketing, information technology (IT) and our assistance with advertising, promotion, public relations, and social media programs, all of which we may change, update, delete, improve and further develop over time.

A typical 1-Tom-Plumber business Unit offers professional, prompt, and punctual drain cleaning and plumbing services focused on emergency services and repairs for commercial and residential properties ("Services"). Our methods for emergency drain cleaning and full-service plumbing updates traditional industry approaches with modern marketing and pricing models. Some Franchised Businesses offer all of the Services while others only offer some of the Services. The Franchise Agreement prohibits a Franchised Business from performing new construction plumbing installations or planned remodeling of existing plumbing fixtures for commercial or residential properties.

Each Franchised Business is assigned a primary operating area where its business efforts should be concentrated (the "Operating Area") and operates from a central office (the "Central Office") in light industrial space where administrative functions can be performed and the trucks, equipment, supplies and inventory of the Unit can be securely stored and maintained. You are not permitted to have a customer accessible showroom or design center at the Central Office or elsewhere. The Operating Area is defined by zip codes and all of your marketing must target the Operating Area. We may authorize adding a zip code to your Operating Area if you request the addition and we determine you can support the clientele in that zip code. If we believe that the Operating Area you request is too large to be served from a single Central Office, we reserve the right to require that you purchase a separate franchise and maintain a second Central Office for the separate Operating Area.

We will operate a call forwarding system for fulfilling requests to provide Services. Clients will call our toll-free phone number or interact with our consumer website, and we will forward the client to you if the zip code of the service location is within your Operating Area. If the Services are to be performed in a zip code that is not in the Operating Area of a franchisee, we will assign the Services, in our sole discretion, to a franchisee whom we deem capable to perform the Services. If a client contacts you directly about performing Services within your Operating Area, you may perform the work and report on the Services as we require in the Operations Manual. If you receive a request for Services to be performed at a service location in the Operating Area of another franchisee or a Company Unit, you must report the request to us when you receive it and you may perform the Services upon our approval, but we reserve the right to assign future requests for Services at the same service location to the other franchisee or the Company Unit that serves that Operating Area.

We require all of our franchisees to purchase at least two hydrojetters and to purchase and fully stock at least three 1-Tom-Plumber outfitted service trucks which conform to our System Standards ("the Vehicles"). Because emergency service responds to an often undefined or uncertain circumstance, a critical part of our business model, the Vehicles must be overstocked with equipment, inventory, and supplies that may be necessary to have immediately available, instead of using the conventional plumbing service of using a porter or runner to supply the job site from the central office. Our business model also promotes routine and preventive maintenance for commercial and industrial businesses such as restaurants with intensive use of drainage systems.

We may, in our discretion, establish a national account program that will offer franchisees the opportunity to obtain referrals to customers obtaining Services under a master contract with the national account sponsor. We will publish the national account program information in the Operations Manual or a separate policy and procedure statement. We expect to negotiate a standard rate and performance terms for the national account. If an incident occurs or a service opportunity arises that is covered by the national account contract in your Operating Area or that we believe you can provide Services in response to, we will offer to dispatch you to the job. A condition of your acceptance will be compliance with the national account contract price and terms. If you decline the dispatch response, we may offer the response to another franchisee or Company Unit for response. Once the relationship between that national account and the other service provider is established, future dispatch jobs for that national account arising in the same area will be sent to that other provider. The national account program may provide for commissions or other payments to originating, performing or impacted franchisees, in our sole discretion.

Market and Competition

The plumbing market for a Unit is highly competitive, generally mature and well developed. However, we believe that the emergency and rapid response segment of drain cleaning and plumbing is relatively unique, especially when incorporating 1-Tom-Plumber's equipment, technology, and customer service-focused model. We believe that equipment, technology, and customer service-focused model as well as our brand commitment to professional, punctual, and prompt services will differentiate a Franchised Business in the marketplace and may provide a significant advantage over other plumbing businesses offering traditional approaches to drain cleaning and plumbing services.

You will compete with national, regional and local businesses including company owned and franchised chains as well as independently owned plumbing businesses. You may also compete with other Units owned by us, affiliates, or franchisees. Some competitors may be larger and have more locations and financial resources than us. Some competitors may have stronger name recognition than the 1-Tom-Plumber brand. Some competitors may be public companies or funded by private equity funds with substantial capital resources.

The plumbing industry is generally not seasonal. The success of any franchisee may be impacted by many factors including, but not limited to, local economic and market conditions, the franchisee's business experience, capabilities, and performance, the quality and performance of a Unit's management, plumbers, and technicians, geographic location, market competition, sales level reached and ability to attract and retain customers.

Regulations

Our franchisees are subject to all federal, state, and local laws regulating Services, including state and local licensing for plumbing and qualifying to undertake a "dig" operation for repair and replacement of underground pipes and drains. You are responsible for understanding what licenses, permits, qualifications, performance bonds and experience requirements apply to the Franchised Business in the Operating Area and any other area where you provide Services, and for obtaining and maintaining in effect all such licenses, permits, bonds, and other legal authorizations and qualifications necessary to operate the Franchised Business. You may need to limit the offering of Services until appropriate authorizations are obtained. If you are unable to perform all Services we authorize in the Operating Area, we may authorize another franchisee to perform such Services in your Operating Area until you notify us that you have been authorized to do so.

Additionally, a franchisee will be required to comply with all federal, state and local laws and regulations that generally apply to private businesses. These include, but are not limited to, the Americans

with Disabilities Act (the "ADA"); the Fair Labor Standards Act (the "FLSA"); the rules and regulations of the Equal Employment Opportunity Commission (the "EEOC"); the Occupation Safety and Health Administration ("OSHA"); Gramm-Leach-Bliley Act; the USAPATRIOT Act; Federal Truth in Lending and other laws dealing with credit transactions and collections; Digital Millennium Copyright Act; regulations governing MMS, SMS, emails and telemarketing; the payment of license fees; general location rules and regulations; and, any advertising or content related rules and regulations.

Your Franchised Business must accept credit cards and will be obligated to comply with the Payment Card Industry Data Security Standard. The Standard includes 12 requirements for any business that stores, processes or transmits payment cardholder data. For more information see https://www.pcicomplianceguide.org/.

If you are located in, or do business with customers located in, California or another state that has enacted data privacy and data security laws that apply to information obtained from your transactions with individuals and consumers, you must comply with the California Consumer Privacy Act or local legislation that governs how you collect, store and use personally identifiable information about your customers. We are not responsible for instructing, training, supervising or monitoring you on compliance with these data privacy and data security laws. You may want to engage your own counsel or advisors to assess your obligations and formulate an appropriate strategy for compliance with these laws.

We encourage you to make additional inquiries into those laws and regulations and obtain the assistance of your own legal counsel in that regard. It is your responsibility to independently determine if there are any legal requirements with which you must comply and business issues that might impact your Franchised Business and/or your possibility of generating a profit or loss. Neither we, nor our affiliates, will be responsible for ascertaining your initial and continuing legal responsibilities. It is your responsibility, on an on-going basis, to investigate and satisfy all local, state, and federal laws and regulations since these can vary from place to place and can change over time.

ITEM 2

BUSINESS EXPERIENCE

ROCKY HENSLEY, Chairman, Parent Member

Rocky has been our chairman since our formation in January 2020. He has been the Chairman of 1-Tom from its formation in 2017. In 2020, he became the Chairman of 1-Tom Supply and Parent. In his position, Rocky provides strategic oversight to the companies. Since 2004, Rocky has owned Icon Property Rescue LLC in Cincinnati, Ohio, and began Icon Rental LLC in 2009.

KAMERON HENSLEY, President, Parent Member

Kameron has been our President since our formation in January 2020. He has served as the managing partner of 1-Tom since its formation in 2017. Before 1-Tom, Kameron was a student at Ohio University.

ANGELA HONEYCUTT, Vice President

Angela has been our Vice President since January 1, 2021. Prior to that, Angela was our Administrator from March 20, 2020 to December 21, 2020. She began serving as the Business Manager for 1-Tom in March 2018 and she began serving as the Administrator for us, 1-Tom Supply, and Parent in

2020. Prior to 1-Tom, she worked as the Business Manager of Home Care Partners of Cincinnati, Inc. from March 2010 to February 2018.

LEAH HANLON, Business Development Manager

Leah has been our Business Development Manager since March 1, 2022. She has also served as a Relationship Coordinator for Icon Property Rescue LLC from October 2013 to the present.

MICHAEL HUBBARD, Vice President of Franchise Development

Michael has been our Vice President of Franchise Development since July 2022. Prior to that, from June 2021 to July 2022, Michael was the General Manager of TFP Columbus, LLC, one of our former Company Units. Michael served as the Operations Manager for the University of Cincinnati from September 1998 to June 2021.

CHRISTINA SCHOONOVER, Training Specialist

Christina became our Training Specialist in December 2023. Before joining our team, Christina worked for the University of Cincinnati Hoxworth Blood Center in Cincinnati, Ohio serving as a Donor Care Specialist from 2012 to 2014, an Assistant Field Manager from 2014 to 2016, a Field Manager from 2016 to 2020, and a Training Coordinator from 2020 to 2023.

HARLAN BOYCE, Trainer

Harlan has been a Trainer since our formation in January 2020. Harlan has been the Managing Partner of 1-Tom since July 2019. Prior to 1-Tom, Harlan worked as the drain division supervisor of a plumbing company for over eight years.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5

INITIAL FEES

When you sign a Franchise Agreement for a Franchised Business, you must pay a non-refundable initial franchise fee ("Initial Franchise Fee"). We calculate the Initial Franchise Fee on an economic model created from information based on operations. We charge a minimum Initial Franchise Fee of $50,000 for each Franchised Business. At this time, we do not anticipate that the Initial Franchise Fee will exceed $50,000.

The Initial Franchise Fee is not refundable unless you fail to complete start-up training to 1-Tom-Plumber's satisfaction. If you fail to complete our training program successfully, we will refund 50% of the Initial Franchise Fee paid less our costs to provide training, site inspection, sales commissions and other costs. You and your guarantors will be required to sign a General Release upon termination of the Franchise Agreement in exchange for the refund. We provide no financing for the Initial Franchise Fee.

ITEM 6

OTHER FEES

Type of fee	Amount	Due Date	Remarks
Royalty Fee (See Note 1)	6.00% of Gross Sales; there is a minimum monthly royalty fee of $2,500 beginning on the first anniversary of the Franchised Business	Weekly	Payment must be made via electronic funds transfer
Population Fee (See Note 2)	$295 to $995 per month depending on the population in the Operating Area	Monthly	Payment must be made via electronic funds transfer; determined based on the total population included in your Operating Area. Adjusts January 1 of every 5 years beginning January 1, 2025 for changes in the Consumer Price Index and population of the Operating Area
Brand Fund Contribution (See Note 3)	2.00% of Gross Sales	Weekly with each Royalty Fee payment	Payment must be made via electronic funds transfer. Pays for activities to market, promote, support and evolve the Brand, including call forwarding system
Technology Fee	None currently payable to us; $1,000 to $6,000 monthly expense payable directly to vendor	Monthly when invoiced by vendor initially	Payable directly to vendor; we may elect to add a Technology Fee for technology or licenses later provided by us; we will provide 30 days' prior written notice if we implement this fee and change in technology

Type of fee	Amount	Due Date	Remarks
Supplier Approval Fee	Reasonable cost of inspection evaluating or testing, including wages, travel and expenses of our employees or designees	When we invoice you	Payable when you request our approval for a supplier not then on our approved supplier list, if any.
Local Advertising Expenditure	2.00% of Gross Sales	According to an annual plan approved by us	If franchisee does not spend the required amount on local advertising, the difference between the actual amount spent and the required amount will be contributed by you to the 1 Tom Plumber Brand Fund unless Franchisor has approved in writing a lesser requirement
Regional Cooperative Fee	If activated, up to 2.00% of Gross Sales	Weekly with each Royalty Fee payment	Payable if we activate and collect the fees for a regional marketing or advertising cooperative covering the market in which the Operating Area is located
Advertising Reallocation	TBD	Weekly with each Royalty Fee payment	We reserve the right to reallocate all marketing expenditures as determined by us
Replacement Training Fee (See Note 4)	$2,500 tuition fee per trainer plus the travel, lodging, meals and incidental expenses for for a replacement Certifed Trainer to attend training.	Prior to replacement training	We may change the tuition fee at any time in the Operations Manual
Additional Training Fees (See Note 5)	$500 per day per trainer plus trainer's travel, lodging, meals and incidental expenses for additional on-site training requested by you or required by us.	Prior to additional training	We may provide additional training at your Franchised Business or at our corporate headquarters. We may change this rate at any time in the Operations Manual

Type of fee	Amount	Due Date	Remarks
Transfer Fees (See Note 6)	25% of the current Initial Franchise Fee for each Unit transferred; plus $5,000 for training if transferee is new to 1-Tom Plumber Brand	Upon transfer	Payable in lieu of an initial franchise fee if you transfer the Franchise Agreement or Franchised Business or upon ownership change involving control of 50% or more of your equity interests
Relocation Fee	All reasonable costs incurred by us associated with a franchisee relocating their Central Office location	As incurred	Payable if you request our approval to relocate your Central Office and we incur costs associated with the relocation request.
Bank Fees	Actual Bank Fees charged for insufficient funds or denied access for EFT/ACH transfer plus $25.00 per event, subject to limits imposed by applicable law	As incurred	Payable if a bank charges us fees for a returned check or denied electronic funds transfer payment to us. Minnesota law limits these fees to $30 per dishonored check
Operating Fee	125% of our costs of operation	As incurred	Payable if we must take over the operation of your Franchised Business due to your continued failure to abide by our System Standards.
Non-Compliance Fine	Daily or one-time fine for operating deficiencies	When we invoice you	Payable if you violate our System Standards or other material requirements.
Audit Results and Accounting Fees (See Note 7)	Cost of audit and third-party accounting fees	Within 15 days after invoice date	Payable in addition to underpaid fees owed to us if you understate annual Gross Sales by more than 2%; paid in addition to the late charge

Type of fee	Amount	Due Date	Remarks
Late Charge	Lesser of 1.5% per month or highest rate allowed by law (10% in California)	Within 15 days after invoice date	Accrues from due date
Securities Offering Fees	Greater of $10,000 or expenses incurred to review offering documents; Reimbursement for counsel and accounting fees for review of periodic reports filed by franchisee as issuer or registrant	When we invoice you	Payable if you request our review of a placement memorandum or registration statement for any public or private offering of your equity or debt securities; reimbursement for costs incurred to review of periodic reports filed by the franchisee
Indemnification, Insurance and Enforcement Costs (See Note 8)	As incurred	When we invoice you	Payable to us for costs and expenses incurred by us to defend and resolve third party claims arising from your operation of the Unit, including customer satisfaction and warranty claim resolution costs; includes our costs of defense and resolution; our costs for enforcing the Franchise Agreement against you, including attorneys' fees, court costs, collection costs, expert fees and costs, discovery costs, and other costs we incur to obtain required insurance on your behalf or complete your post-termination obligations
Convention Fee	Annual Registration Fee for your attendance at our Brand Convention; initially $750 per attendee	When we invoice you	Payable in advance of our annual convention if we hold one. We may increase the fee to up to $1,500 per attendee

Type of fee	Amount	Due Date	Remarks
Liquidated Damages (See Note 9)	Present Value of combined Royalty Fee, Population Fee and Brand Fund Contribution for the unexpired term, based on your average monthly Royalty Fee and Brand Fund Contribution payable during the one year period preceding termination; discount rate is the Applicable Federal Rate published by the IRS for the period ending closest to the end of the term, plus 200 basis points; using monthly compounding	At termination of the Franchise Agreement	Payable if the Franchise Agreement terminates prior to expiration unless we breach and fail to cure or certain other events occur
Collection Costs and Expenses	As incurred	When we invoice you	Reimbursement to us of collections costs and expenses including, costs and commissions paid to a collection agency, reasonable attorneys' fees, costs incurred in creating or replicating reports demonstrating Gross Sales for services and products of the franchised business, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing
Attorney fees and costs	As incurred	As incurred	You will reimburse us for all costs and expenses incurred if we prevail in dispute resolution to enforce any agreement with you

Type of fee	Amount	Due Date	Remarks
Joint Employment or Change of Relationship Fee	As incurred	When we invoice you	All initial and continuing costs incurred by us should we determine that any legislation, regulation, arbitration or a decision of a court of competent jurisdiction holds that either (i) we are your employer, or (ii) we are a joint employer with you of your employees or results in a similar change in our relationship with you.
Post-Termination and Post-Expiration Expenses	As incurred	When we invoice you	All costs we incur to effect your compliance with your post-termination obligations when you cease to be a franchisee and must engage in de-identification of the Franchised Business

All fees are imposed by and are paid to us. All fees are non-refundable. The frequency of collection of these fees is subject to change (monthly fees may become weekly, and vice versa). Except as noted below, all fees are uniformly imposed and collected. There are currently no franchisee cooperatives in existence, so there are no fees imposed by cooperatives and no voting power requirements for Company Units.

Notes

1. *Royalty Fee.* You must pay us weekly a non-refundable royalty fee of 6.00% of the Gross Sales of your Franchised Business during the preceding week. Weekly Gross Sales are reported to us each Tuesday and weekly payments are made by electronic funds transfer on Wednesday for Gross Sales reported for the previous week ended on the close of business Saturday. Gross Sales means the aggregate of all revenue from operating your Franchised Business, whether payment is received in cash or by credit card, gift cards or other generally accepted form of payment, from the sale of products, services, merchandise (apparel and promotional items bearing any Marks) or other merchandise. Without limiting the scope of the term, Gross Sales shall include the aggregate amount of revenues generated from the sale of Services, goods, products, and merchandise received by you. Gross Sales are reduced by the amount of any discount given to customers, or to employees or their family members if taken at the time of sale so that the purchaser pays an amount net of the discount. Gross Sales also excludes the following: (i) the amount of returns, credits, allowances, and adjustments; (ii) the amount of taxes collected and paid over to taxing authorities; (iii) the amount of any shipping, freight, or similar expense charged to customers; (iv) proceeds from insurance with respect to property damage or liability; (v) proceeds from any civil forfeiture, condemnation, or seizure by governmental entities; and (vi) uncollectible amounts and subsequent collections of charged off amounts must be included in Gross Sales when they are collected.

2. *Population Fee*. The Population Fee is in addition to the Royalty Fee and will be paid monthly by electronic funds transfer. The Population Fee for your Operating Area will be set when your Operating Area is finalized and will be adjusted if the Operating Area changes. The Population Fee will reset based on the population census of the Operating Area we obtain from commercial sources every five years, beginning January 1, 2025. The Population Fee amount will also reset every five years on the same schedule, based on changes in the US Consumer Price Index, (All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, 1982-84=100) between the Index for the month of October preceding the start of the five year period and the Index for the last October before the reset date.

Population of Operating Area	Monthly Population Fee
1 to 200,000	$295
200,001 to 500,000	$495
500,001 to 1,000,000	$695
1,000,001 to 1,500,000	$895
1,500,001 to 2,000,000	$995

3. *Brand Fund Contribution & Loyalty Program*. We have established a Brand Fund into which all franchisees, including Company Units will contribute a weekly non-refundable Brand Fund Contribution of 2.00% of the Gross Sales of your Franchised Business during the preceding week. You pay your Brand Fund Contribution by ACH Payment when you pay your Royalty Fee each week.

4. *Replacement Training Fee*. You must always have a Certified Trainer (defined below) on staff for each position held by your employees, including a Certified Trainer for managers, salespeople, plumbers, and dispatchers. If you lose a Certified Trainer, you must replace them within 30 days and require that they successfully complete the next available training program offered by us. The tuition cost for a replacement to attend the Initial Training Program is $2,500 per trainee and you must cover all compensation, benefits, travel and living expenses for the trainee. This fee is due in advance of the start of training.

5. *Additional Training Fees*. The Additional Training Fee covers training and operational support provided at your request or as required by us beyond the training and opening assistance that we provide as part of your initial franchise fee as described in Item 11. We currently charge $500 per day, per trainer, plus the trainers' travel expenses for additional training. We reserve the right to change this fee at any time or to charge a reasonable amount for any optional additional training we make available after you open the Franchised Business. These fees are due in advance of the start of training.

6. *Transfer Fee.* You or the transferee must pay a non-refundable Transfer Fee equal to 25% of our then current Initial Franchise Fee for a single Unit, plus an Initial Training Fee of $5,000 if the transferee has not previously completed our Initial Training successfully. We will not charge a Transfer Fee for any transfer of your equity interests among any of your existing owners, to any member of your immediate family or an initial transfer from an individual to an entity controlled by that individual. We will also not charge a Transfer Fee if the transferee has been a System franchisee in good standing for at least five (5) years, has managed a Franchised Business for at least five (5) years, or acquires the interest because of the death or disability of the Franchisee or its Operating Principal. Transfers include sales, gifts, donations, and exchanges for value or without value. See Item 17.

7. *Audit Fee*. We may audit your accounts, books and records at our expense. You must pay any underpaid fees plus interest when we invoice you. If you understate Gross Sales by more than 2% but less than 5%, then you must reimburse us for the cost of conducting the audit including, without limitation travel, lodging, meals, wages, expenses and reasonable accounting and legal fees we incur. We may also, in our sole discretion, require that you engage an independent certified public accounting firm reasonably acceptable to us to audit your financial statements for the next two years and possibly longer. If the understatement for any one year, is more than 5%, or the understatement for three consecutive years is more than 2%, then we may terminate the Franchise Agreement without any right of you to cure, except as required by applicable law, or we may give you notice that you will not be eligible to renew the franchise term for cause.

8. *Indemnification, Insurance and Enforcement Costs*. You must defend, indemnify and hold us and our affiliates harmless from and against any claims asserted against us or our affiliates resulting from the operation of your Franchised Business. You must also indemnify us against costs we incur to enforce the Franchise Agreement against you, such as attorneys' fees, court costs, expenses for experts and advisors,

and other expenses we incur to cause your compliance with the agreements or compensate us for costs we incur directly and indirectly as a result of your breach. You also indemnify us for the costs we incur to resolve disputes with customers. These costs may include the costs we incur to perform your post termination obligations to package and return inventory, remove our signage and trade dress from the Unit and your Vehicles, and cause your Unit advertising and marketing activity to end. If we purchase required insurance for you when you fail to provide proof of insurance, we may charge you the cost of the premium we paid on your behalf plus an administrative fee of 25% of the premium amount.

9. *Liquidated Damages*. If the Franchise Agreement terminates prior to its expiration date for any reason other than our default and failure to cure, you must pay liquidated damages in an amount equal to the present value of the combined Royalty Fees, Population Fees and Brand Fund Contribution for the number of months remaining in your current term, based on the average monthly Royalty Fees, Population Fees and Brand Fund Contribution payable during the 12 month period preceding termination. The discount rate to compute the present value will the Applicable Federal Rate published by the Internal Revenue Service for debts with a maturity equal to the balance of the current term, plus 200 basis points. The IRS publishes the Applicable Federal Rate monthly.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – SINGLE UNIT					
Nature of Expenditure	**Low Estimate**	**High Estimate**	**Payment Method**	**When Due**	**Payment To**
Initial Franchise Fee	$50,000	$50,000	Lump sum	At signing of FA	Franchisor
Real Estate	$0	$0	As incurred	Before opening	Suppliers
Construction and Leasehold Improvements	$500	$15,000	As incurred	Before opening	Suppliers
Less Landlord Contributions	$0	$500	As incurred	Before opening	Suppliers
Furniture and Fixtures	$2,250	$13,000	As incurred	Before opening	Suppliers
Equipment Package	$314,620	$1,724,007	As incurred	Before opening	Suppliers
Architects and Engineering	$0	$0	As incurred`	Before opening	Suppliers
Other Professional Fees	$2,250	$2,250	As incurred	Before opening	Suppliers
Opening Inventory	$1,000	$1,000	As incurred	Before opening	Suppliers
Opening Supplies	$18,690	$95,346	As incurred	Before opening	Suppliers
Computers, software, Telecommunication, networking	$2,217	$10,218	As incurred	Before opening	Suppliers

YOUR ESTIMATED INITIAL INVESTMENT – SINGLE UNIT					
Nature of Expenditure	**Low Estimate**	**High Estimate**	**Payment Method**	**When Due**	**Payment To**
Interior and Exterior Signs	$0	$15,000	As incurred	Before opening	Suppliers
Training and Pre-Opening Expenses	$2,500	$5,500	As incurred	Before opening	Suppliers
Pre-Opening Labor & Travel	$4,450	$19,682	As incurred	Before opening	Suppliers
Market Introduction	$5,000	$20,000	As incurred	Before opening	Suppliers
Insurance	$500	$1,000	As incurred	Before opening	Suppliers
Utility Deposits	$0	$250	As incurred	Before opening	Suppliers
Deposits and permits	$1,000	$1,000	As incurred	Before opening	Suppliers
Security System	$742	$742	As incurred	Before opening	Suppliers
Lease Deposit	$0	$2,000	As incurred	Before opening	Suppliers
Miscellaneous Expenses	$10,000	$20,000	As incurred	Before opening	Suppliers
Additional Funds – 3 months	$100,000	$800,000	As incurred	After opening	Various
Total	$515,719	$2,796,495			

Notes to Item 7

General

1. We have based our estimates on the experience of our affiliates. Your investment, as shown in Item 7, is for one 1-Tom-Plumber Unit, including one Central Office. Your actual cost of opening your 1-Tom-Plumber Unit will vary from our estimates based on many factors. These include but are not limited to your management capabilities, skills and experience: construction costs, prevailing labor costs, materials and other economic and local conditions in your market; the size of your location; the prevailing rents in your area; local zoning and permitting costs; utility and other costs and depositions; how well you follow the 1-Tom-Plumber system standards; and, other factors outside of our control and influence. We do not guarantee that your costs will be the same as those included in Item 7 and you may have additional costs we have not identified. Regardless of any deviation or variance, you are responsible for the costs of developing your Franchised Business.

2. A Central Office will operate out of 500 to 1,000 square foot ground floor offices located in Class B or C real estate with access to a 750 to 2,500 square foot warehouse with garage size entry for storing Vehicles, equipment, tools and inventory.

3. Please take your time in reviewing this offering and work with knowledgeable advisors including lawyers, accountants, location advisors, local contractors, engineers, architects, etc. before making any decision to invest in our franchise opportunity.

4. Payments to us are not refundable. Payments made to third party vendors are subject to the terms and conditions of those vendors.

5. We do not finance any part of your initial investment in the Franchised Business.

Initial Fee

6. As discussed in Item 5, the initial franchise fee paid by you and other similarly situated franchisees will be the same. Our Initial Franchise Fee for a single Unit is $50,000. We may require that you purchase multiple Units to cover an Operating Area that we do not believe can be covered from a single Central Office.

Leasehold Improvement and Site Development

7. We will provide you with assistance in identifying the site that you will select for your Central Office.

8. We anticipate that you will lease existing, finished commercial or industrial space rather than acquire and build your Central Office location. We have not included any costs for land acquisition, building construction or related costs in our estimates.

9. Your net leasehold improvement costs will depend on the condition of your Central Office location at the time you take possession and any tenant improvement allowance you may receive from your landlord. Our estimated range of costs for leasehold improvements is based upon our assumption that your leased premises will be finished and delivered for use "as is" with only modest improvements needed. Improvement costs will be higher if you lease unfinished space or space that is finished with unsuitable designs and features.

10. You may incur architect and engineering fees in the development of your Central Office location.

Equipment, Furniture, Fixtures and Signage

11. You may be required to purchase certain equipment and branded materials from suppliers we have approved, which may include us or our affiliates. We will provide specifications for the models of equipment you will be required to purchase for your Franchised Business. Our affiliates or we may be the sole supplier for certain equipment.

12. The Basic or minimum equipment package includes two compact hydrojetters, three Vehicles, and the tools and supplies necessary to stock three Vehicles. The Advanced or maximum equipment package includes eight hydrojetters, sixteen Vehicles, the tools and supplies necessary to stock sixteen Vehicles, a compact excavator, and the tools and equipment to repair underground drain lines. All Vehicles must conform to our System Standards. The amount of equipment and number of

Vehicles a franchisee must purchase will depend upon the franchisee's capabilites and Operating Area size.

13. We may negotiate with vendors for the price, warrantees, guarantees, delivery costs, maintenance contracts, etc. We do not represent or warrant to you that we will be able to obtain for you the lowest costs or best terms available.

14. You may need to purchase signs for your Central Office location. All signage must follow our System Standards and your local building and other codes.

15. You may purchase or lease at least one new or used truck from a third party and convert it for use as your Vehicle in compliance with the System Standards. We may require that you purchase a certain number of trucks depending on the equipment package you select, and the size, geography, traffic patterns and natural barriers of your Operating Area.

Computers and Telecommunications

16. You will be required to purchase or lease the operating software and computer system we specify. The type and number of computers and other hardware, software, cameras and telecommunications equipment may vary depending on your location. We will specify the computer hardware, software and telecommunications equipment in the Operations Manual.

17. We utilize the ServiceTitan, Inc. software application for job tracking and billing.

Training

18. We will provide initial training to your initial owners, managers, sales people, 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 sales people, 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 our Milford, Ohio location or 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 expense and will require enough working capital to cover your business' operating 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 is 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. 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.

27. 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.

28. 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 interest, inflation, other costs we may not have identified. Your initial investment may be materially higher than our estimate.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases and Approved and Designated Suppliers

We have developed standards and specifications for various services, products, materials and supplies sold by or used in connection with your Franchised Business. You must operate the Franchised Business according to these standards. These standards will regulate the types, models, and brands of required equipment, furnishings, fixtures, supplies, products, packaging, computer hardware and software, signage, and Vehicles which you may, or must, use, offer, sell or promote in operating the Franchised

Business (the "Materials"). The designated or approved suppliers of these Materials may be limited to or include us in our sole discretion.

As of the Issuance Date, we require that certain branded Materials which will bear the Marks be purchased from designated suppliers selected in our reasonable discretion. Specifically, if the branded Material is available for purchase from one of our designated suppliers, you must purchase that branded Material from the designated supplier's website. You must also purchase the hydrojetters and all related accessory packages for use in your Franchised Business from one of our approved suppliers. All other Materials may be purchased from other suppliers so long as such Materials meet our quality and other specifications. You must obtain our prior written consent before using any other vendor or supplier for these items. We reserve the right to reject any vendor or supplier you propose, in our sole discretion. All purchases and leases must meet our standards and specifications except as we specify in the Operations Manual, or otherwise in writing. All changes in the specifications for Materials shall be communicated to you by supplements to the Operations Manual or otherwise in writing. You shall not place a new order for any Materials with a supplier after receiving written notice of changes in the Materials' specifications or that our approval of the supplier has been withdrawn or revoked.

System Standards as of the Issuance Date allow you to purchase your Vehicles and other equipment from local sources if available according to our specifications. While the Vehicles purchased may be refurbished vehicles (chassis, engine, body shell), we require that all equipment in the Vehicle conform to the precise System Standards in effect when you purchase the Vehicles. We recommend that your Vehicles and all equipment be new. We may establish a vehicle and equipment leasing program, but none exists as of the Issuance Date.

Insurance

Before you open your Franchised Business, you must obtain the type and amount of insurance coverage for the Franchised Business we specify in the Franchise Agreement, in the Operations Manual or otherwise in writing. You must obtain and maintain the specified insurance coverage during the term of the Franchise Agreement from a responsible carrier or carriers authorized to write coverage in your state having an A.M. Best rating of at least A-VI that we find acceptable. The type of coverage includes:

"All Risk" property coverage including a property damage limit for the full cost of replacement of the Unit and business interruption coverage for up to twelve months of projected earnings;

Business Automobile Liability covering liability arising out of any auto (including owned, hired and non-owned autos), with a minimum of $1 million combined single limit each accident;

Workers' Compensation or legally appropriate alternative covering all employees and contractors working at the Unit for statutory limits and employer's liability with minimum limits of $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease for each employee and $1,000,000 bodily injury disease aggregate;

Commercial Umbrella Policy Insurance having a total liability limit of at least $5 million;

Cyber coverage insurance of $250,000;

Professional liability insurance with a limit of $1 million per occurrence and $2 million aggregate;

Employment practices liability insurance with a limit of $1,000,000;

Employee Dishonesty/Fidelity insurance with a limit of $100,000; and

Other insurance as may be required by the state or locality of the Unit.

All of the liability insurance policies, other than Workers' Compensation, must name us, Parent, and our respective officers, directors, members, shareholders, partners and employees as additional insureds on a primary basis for operations of Unit. The form of additional insured endorsement will be ISO CG 2010 11 85 Form B or its equivalent. If the additional insured has other insurance applicable to a loss, it will be on an excess or contingent basis. The additional insured's insurance coverage will not be reduced by the existence of such other insurance.

Approval of Alternative Suppliers; Product Specifications

If you want to use Materials that we require you to purchase from an approved or designated supplier from a supplier we have not yet approved, you first must submit sufficient information, specifications and/or samples for our determination whether the Materials comply with our System Standards or the supplier meets our approved supplier criteria. We may establish and revise our approved supplier criteria from time to time as we deem appropriate and will make them available to our franchisees upon written request. We may condition our approval of a supplier on the supplier's agreement to comply with product quality standards, frequency of delivery, standards of service, and concentration of purchase requirements. We also may impose limits on the number of approved suppliers, products and services. Our approval should not take more than 60 days in most instances. We reserve the right to test supplies and inspect the premises of suppliers before granting our approval. We will invoice you for the supplier approval fee then in effect, plus out-of-pocket costs and expenses we incur for any inspection or testing. We will not issue our approval of the supplier until you pay that invoice. We may terminate our approval of a supplier or any Materials at any time, with or without cause, upon reasonable written notice.

We will formulate and modify our specifications and standards by reviewing each Material on an individual basis, taking into consideration the supplier's ability to provide consistently high-quality products to you or our approved suppliers on a timely basis. We generally will formulate specifications and standards based on the quality of the Materials and other relevant factors. We periodically may review each Material and respective supplier to make sure that the supplier is following the specifications and standards.

We may issue some of our specifications and standards to our approved suppliers under appropriate confidentiality restrictions, but not to our franchisees. We may undertake other steps to protect our trade secrets and proprietary information.

Percentage of Total Purchases Represented by Required Purchases

Required purchases consist of items you must purchase from approved suppliers or under our established specifications. Your required purchases represent approximately 95% of your total opening expenses (including your lease and insurance costs) and approximately 85% to 90% of your overall purchases in operating the Franchised Business.

Payments to Franchisor from Designated Suppliers

We currently receive a small amount of revenue from your purchase of branded Materials from our designated suppliers. Our total revenues for 2023 were $2,296,531 and the total revenue we received from the designated suppliers in 2023 was $50,521, or 2% of our total revenue. We expect Company Units to purchase at the same prices and terms as franchised terms from these suppliers.

Cooperatives

We will have the right to require you to participate in a national or regional approved purchasing cooperative for the area in which your Franchised Business operates. We do not have any purchasing or distribution cooperatives in place as of the Issuance Date.

Negotiated Purchases

We may negotiate purchase arrangements or discounts for your Franchised Business. Certain suppliers may allow you to participate in the volume discounts we receive. However, these volume discounts will extend only to pricing terms and will not include any of the credit terms we have negotiated. We do not otherwise negotiate purchase agreements on behalf of our franchisees or any distribution cooperative, and do not guarantee pricing, credit or other terms for vendors by our franchisees. A particular supplier arrangement may not be available to you as the availability of these arrangements may vary depending on whether the supplier services the area in which your Franchised Business will be located.

Material Benefits

We do not provide any material benefits to you if you obtain goods or services from approved suppliers. We reserve the right not to grant franchises or confer other benefits to any franchisee, for any reason or no reason, which may include the failure of a Franchised Business to follow and support the Franchised Business system, including its recommended advertising programs and approved supplier programs.

ITEM 9

FRANCHISEE'S OBLIGATIONS

Franchise Agreement

This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in that agreement and in other items of this Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	6(b)	11
b. Pre-opening purchases/leases	6(c), 6(h), 6(k), and 8(c)	8
c. Site development and other pre-opening requirements	6	6, 7 and 11
d. Initial and ongoing training	7(a), 8(a)	11
e. Opening	6(i)	11
f. Fees	5, 6(h), 8(a), 9(e), 15, and 19, 22(b), and 27	5 and 6
g. Compliance with standards and policies/operating manual	8	11
h. Trademarks and proprietary information	13	13 and 14
i. Restrictions on products/services offered	8(c)	16
j. Warranty and customer service requirements	None	None
k. Territorial development and sales quotas	None	None
l. Ongoing product/service purchases	8(c)	8

Obligation	Section in Agreement	Disclosure Document Item
m. Maintenance, appearance, and remodeling requirements	8(e) and 8(g)	11
n. Insurance	21	6 and 8
o. Advertising	5, 16, and 19	6 and 11
p. Indemnification	35	6
q. Owner's participation/management/staffing	8(a) and 8(h)	11 and 15
r. Records and reports	14	6
s. Inspections and audits	15	6
t. Transfers	22	6 and 17
u. Renewals	4	17
v. Post-termination obligations	11, 12, and 33	17
w. Non-competition covenants	11	17
x. Dispute resolution	35, 46, 47, and 48	17
y. Other - Guaranty	24 and Attachment C	1, 15

ITEM 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11

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

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

Pre-Opening Assistance

Before you open your Franchised Business:

(1) We do not own or lease, and do not lease to you, the Central Office premises. We will provide you with advice and consultation in the selection of sites for the Central Office. You must locate the Central Office premises and enter into a lease of the premises. (Franchise Agreement Section 6(c))

(2) We will review the information you submit for your Operating Area and each proposed site for the Central Office, conduct any investigation of the proposed Operating Area and Central Office site we deem appropriate to evaluate the site, and accept or reject the site. (Franchise Agreement Section 6(c))

(3) We will accept or reject each proposed Central Office site within 10 days after your submission of all initial and supplemental information we request regarding the proposed site. If we accept the site, we will give you notice of any remaining conditions to that acceptance. If we reject the site, we will give you the reasons for the rejection. (Franchise Agreement Section 6(c))

(4) We reserve the right to approve the terms of your lease or purchase agreement for the approved Central Office site and any modifications or amendments, if applicable, before you sign the lease or purchase agreement. We reserve the right to review the lease or purchase agreement and any

modifications or amendments to the lease or purchase agreement and to accept or reject your lease or purchase agreement for the Location within 10 days after your submission of all initial and supplemental information we request regarding the proposed lease or purchase agreement. Each Central Office location must be under lease to you and not to an affiliate if you do not own it. We do not review, provide advice on or approve any financing you obtain for your development costs. (Franchise Agreement Section 6(d))

(5) We will have the right to terminate the Franchise Agreement if you fail to (1) gain our acceptance of your proposed Central Office site, and/or (2) open your Franchised Business with our authorization under Section 6(i) of the Franchise Agreement on or before the date specified for opening in Attachment A to the Franchise Agreement. (Franchise Agreement Section 6(c))

(6) We will designate the Operating Area for your Franchised Business. (Franchise Agreement Sections 2 and 3)

(7) We will provide you with other resources and assistance that we may develop and make available to new franchisees from time to time. (Franchise Agreement Section 7(k))

(8) We may provide you with our plans, specifications and layouts for the exterior design, wrapping, interior build-out, mechanical and electrical systems, equipment, décor and signs for a prototype Unit and Vehicle that we make available to franchisees, if any. (Franchise Agreement Section 6(e))

(9) We will review your site plan and final plans and specifications for conformity to System Standards. (Franchise Agreement Section 6(e))

(10) We will provide you with our standard plans, specifications, and layouts for the exterior design and wrapping, interior design, mechanical and electrical systems, equipment, décor and signs for a prototype Vehicle that we make available to franchisees. (Franchise Agreement Section 6(b))

(11) We will loan you one copy of the Operations Manual or may grant access rights on our secure website for franchisees. (Franchise Agreement Sections 7(b) and 13(i))

(12) We will provide you with initial training at our corporate headquarters and/or at your Unit to assist you with the new Unit opening activities for your Franchised Business. (Franchise Agreement Section 7(a))

(13) We will provide you with on-site training for a period of time to assist you with the pre-opening activities for your Franchised Business. (Franchise Agreement Sections 7(a), 7(e), and 8(a)).

Site Selection

A Central Office will not have a customer showroom and will operate from a light industrial warehouse location. We will not select the Central Office location for your Franchised Business. You will have responsibility for selecting the site for your location and submitting any required information. We have the right to accept or reject the site you select. In determining whether to accept or reject a site, we will consider demographic evaluations, traffic patterns, population density, proximity to activity centers and employers, physical site profiles, competition in the market area, and other factors we deem relevant at the time you request consideration of a site. The site we accept may not be successful for your Franchised Business. We have no obligation to provide any assistance in locating a site, negotiating the lease, conforming the premises to local codes and ordinances, obtaining permits, constructing, remodeling or decorating, hiring and training employees (except for the training we provide described in training below), or providing for necessary equipment, signs, fixtures, opening inventory and supplies. However, we

currently assist our franchisees with decorating their Central Offices and purchasing and installing the necessary signage to conform to the System Standards. You must propose a location and obtain our acceptance of your proposed location. If you do not gain our acceptance of your proposed location and open by the date designated in your Franchise Agreement, we may terminate your Franchise Agreement without giving you any time to cure. Currently, most of our franchisees use existing space that they own or lease as their Central Office.

Typical Length of Time to Open

Based on our experience, we estimate that it will take 90 days from the effective date of the Franchise Agreement to open your Franchised Business. Except as extended by us, your Franchised Business must be open and operating by the date specified in Attachment A to the Franchise Agreement. Factors that may affect that time period include obtaining site acceptance from us, making any necessary financial arrangements, obtaining required permits, designing the space, installing the required signage, ordering the equipment and inventory, and obtaining necessary labor and materials. Also, the length of time to open is usually shorter if you obtain our approval to operate your Franchised Business out of existing space you own or lease (Franchise Agreement Sections 6 and 29)

Post-Opening Assistance

(1) We will provide a list of approved suppliers and their respective approved products and services in the Operations Manual and/or in other written or electronic communications to you. This list may include equipment, fixtures, signs, opening inventory, operating supplies, tools and Vehicles. We may provide some of these items to you directly. We provide written specifications for installing equipment, fixtures and signage. As new suppliers, products and services become available, we will amend that list. (Franchise Agreement Section 7(c))

(2) We will provide you with the product, marketing, and advertising research data and advice that we develop from time to time and deem helpful in the operation of a Franchised Business using the System. We may in our sole discretion, require you to purchase certain marketing and promotional material from a designated supplier. (Franchise Agreement Section 7(c))

(3) We will provide you staffing standards for the required dress and appearance of your employees, which you and your employees must follow. We will provide suggestions for staffing models and job descriptions that you are free to follow or not in your discretion. (Franchise Agreement Section 7(d))

(4) We will conduct periodic field evaluations and quality assurance inspections of Franchised Business to test and promote its compliance with System Standards and quality controls. These evaluations and inspections may offer additional suggestions and recommendations about your staffing, but you have no obligation to follow these additional suggestions or recommendations. (Franchise Agreement Section 7(h))

(5) We will provide you with periodic individual or group advice, consultation and assistance by personal visit, by telephone, electronic communication, or by newsletters or bulletins that we make available to our franchisees from time to time. (Franchise Agreement Section 7(i))

(6) We will provide you with any other materials in any medium that we may develop to communicate new developments, techniques, and improvements in the System and our plans, policies, research, developments and activities to franchisees. (Franchise Agreement Section 7(i))

(7) We will maintain and update the 1-Tom-Plumber call routing system, website, including the dispatch functionality and all 1-Tom-Plumber social media. You are not authorized to maintain a website for your Franchised Business. (Franchise Agreement Section 7(f))

(8) We will provide you with other resources and assistance that we may develop and make generally available to all of our other franchisees. Under no circumstances will we act directly or indirectly to control, nor do we reserve the right to control, the terms and conditions of employment for your employees or contractors. We also do not control your hiring, scheduling, supervision, discipline and termination decisions. (Franchise Agreement Section 7(k))

(9) We will provide directives about local advertising, messaging, suggestions about pricing and limited time offers, and review and comment on or approve your annual marketing plan. (Franchise Agreement Sections 6(l) and 16)

(10) We will offer a successor Franchise Agreement upon your satisfaction of the conditions described in the Franchise Agreement. (Franchise Agreement Section 4(b))

(11) We will review any proposed transfer of your Franchise Agreement or your equity interests and either approve or disapprove that proposed transfer. (Franchise Agreement Section 22)

(12) We will provide you with on-site training for a period of time to assist you with the post-opening activities for your Franchised Business. (Franchise Agreement Section 7(a), 7(e), and 8(a))

(13) We will operate an automated call routing system that assigns requested Services by the zip code of the Service location. If the requested Services are within the Operating Area of a franchisee, we will forward that customer to the franchisee whose Operating Area incompasses the zip code where the Services will occur. The franchisee will be contacted directly by the customer to complete the Services first. (Franchise Agreement Section 7(f))

Except as listed above, we do not have any obligation to provide you with assistance regarding (1) developing services or products your Franchised Business will offer to your customers; (2) the hiring or training of your employees; (3) the improving or developing your Franchised Business; (4) establishing prices; (5) establishing and using administrative, bookkeeping, accounting or inventory control procedures; or (6) resolving operating problems you may encounter.

Advertising

We will assist you with developing a Market Introduction Plan to introduce 1-Tom-Plumber to the local market and will also assist you with your local annual marketing plan. The goal of the 1-Tom-Plumber Market Introduction Plan is to assist the franchisee in building strong sales and in developing a loyal clientele but there is no guarantee that it will do so.

You will develop the Marking Introduction Plan with the assistance of our marketing team and submit it to us for approval before your Unit is scheduled to open. Your local advertising must align with our directives about local advertising, messaging, and other factors. We may offer suggestions about pricing and limited time offers. We may require you to purchase certain marketing and promotional material from a designated supplier. We will approve or further modify your proposed Market Introduction Plan after receipt of your suggested modifications. If you do not receive our approval, you must follow up with us using alternative methods of communication. You will fund the Market Introduction Plan without a contribution from us or the Brand Fund. You should budget between $5,000 and $20,000 for the Market Introduction Plan.

We will conduct advertising in regional and national media using the funds available in the Brand Fund described below. We may use print, broadcast and on-line or electronic media, social media, direct mail and other promotional materials as funds permit. We will utilize a combination of in-house and advertising agency resources to produce advertising, and we will be the sole agency of record. The Franchise Agreement does not require us to spend any amount on advertising or other promotions in your Operating Area or your television market, also known as a Designated Marketing Area ("DMA"). We have no obligation to spend any additional amounts on advertising or promotion. (Franchise Agreement Section 19)

You may use your own advertising and promotional materials or content if you submit them to us for approval at least 30 days before making any financial commitment to use the materials. You may not use any advertising or promotional materials that we disapprove or have not yet approved. If you don't receive our approval within 30 days after submission, you must follow up with using alternative methods of communciation. (Franchise Agreement Section 16).

Advertising Council

We currently have no advertising council composed of franchisees. We have no obligation to create an advertising council. We may create a council in future.

Local Marketing

We require you to spend at least two percent (2%) of Gross Sales (in addition to the Brand Fund Contribution) on local marketing for the Franchised Business on a quarterly basis on the annual marketing plan we have approved. We may, but are not obligated to, assist you with the review of local media campaigns. We may, but are not obligated to, provide you with standard print media advertising templates to use locally.

You conduct local marketing based on an annual plan approved by us. You may propose changes to the plan and propose advertising and marketing materials for use in your Operating Area. Any change to the plan or proposed materials must be approved by us. If you do not receive written approval of a change in the plan or proposed materials within 10 business days of our receipt of your request, you must follow up with using alternative methods of communication. We reserve the right to require you to discontinue the use of any advertising or marketing material that was previously approved upon notice from us.

Local Advertising Cooperatives

We may establish one or more advertising cooperatives from time to time and, further, may change, dissolve, or merge any existing advertising cooperative at any time in our sole discretion. A cooperative will be formed for one DMA or multiple DMA's. All participants will contribute at the same rate or under the same formula. If the Franchised Business operates within a DMA for which an approved advertising cooperative exists, you will contribute to the advertising cooperative the amounts required by the cooperative up to 2% of the Gross Sales of the Franchised Business during each month. All Franchised Businesses that we or our affiliates operate will participate in any advertising cooperative that we establish for the DMA in which they are located on the same basis as the Franchised Business in the DMA. We will administer the cooperative unless we designate another party to perform the administrative functions. The cooperative may have written governing documents that we must provide or approve, which will be available for all participants in the cooperative to review. Each cooperative will maintain accounting records and compile financial statements that will be available for review by all participants. We retain the

power to require any cooperative to be formed, changed, dissolved or merged with another cooperative. (Franchise Agreement Section 17)

Brand Fund

We have established a Brand Fund (the "Brand Fund"), effective as of the Issuance Date. You will pay a Brand Fund Contribution to us weekly equal to two percent (2.00%) of the Gross Sales of the Franchised Business for the preceding week. We will account for all Brand Fund Contributions we collect in a separate account. All other franchisees and all Units operated by Parent or another affiliate will contribute at the same rate to the Brand Fund. We also may deposit the marketing, promotional and other payments we receive from suppliers into the Brand Fund.

We will administer the Brand Fund and will disburse the Brand Fund to pay for marketing, advertising, promotional, public relations, and other similar activities intended to benefit the System and all franchised and Company Units. Those activities may include (without limitation) (a) market research, (b) technology development and implementation, (c) customer service, loyalty and reward programs, (d) media purchases, (e) advertising production, (f) advertising and public relations agency fees and expenses, (g) product research and development, (h) developing and implementing marketing strategies, annual Unit marketing plan templates and supporting the evolution of the Market Introduction Plan, (i) developing and protecting our intellectual property, (j) franchisee conferences; and (k) operating an automated central dispatch system for contacts from prospective customers. We also may use the Brand Fund to pay or reimburse us for our administrative overhead incurred for activities supported by the Brand Fund. We will not use the Brand Fund to solicit new franchise sales. Consumer advertising copy for which the Brand Fund pays may include solicitations of interest for prospective franchisees. Any moneys in the Brand Fund not spent at the end of each fiscal year will remain in the Brand Fund, provided that amounts contributed to the Brand Fund may be used to pay taxes associated with unspent amounts on deposit in the Brand Fund. We will have the sole and exclusive discretion to direct all activities and programs funded by the Brand Fund. The Brand Fund will not be separately audited, and we have no obligation to make its financial statements available to franchisees. You acknowledge that we have no obligation to expend Brand Fund amounts for your benefit equivalent or proportionate to your Brand Fund Contributions, and we do not warrant or guaranty that you will receive or derive any benefit from Brand Fund activities. We will make all studies and reports produced by the Brand Fund available to you at no cost as Confidential Information. We will make copies of all materials produced by the Brand Fund for franchisee use available to you at your expense. We may suspend, terminate and reinstate the Brand Fund at any time. The Brand Fund will not terminate, however, until we have spent all moneys in the Brand Fund for the purposes set forth above (Franchise Agreement Section 19). Upon your written request within 60 days of the end of our fiscal year, we will provide you a copy of our annual report of expenditures of the Brand Fund during the most recently ended fiscal year on a confidential basis.

In the tax year ended December 31, 2023, the Brand Fund was used as follows: 11% on media production; 0% on media placement; 49% on administrative expenses; and 40% for other expenses including the cost of maintaining our distinct phone number.

Computer, Software, and Hardware Systems

In the Operations Manual, we will provide you a list of computers, software, hardware, and other communication devices that you will be required to purchase for the operation of a Franchised Business. You will be required to purchase and install all other required software, applications, and hardware that we specify, and you may only download and install approved software on these devises. You must install and maintain internet connectivity as specified in the Operations Manual. We will provide you with email accounts to be used for all business communications, and you must provide us with unlimited access to all

information contained on your email accounts and computer systems, which must include all financial and other information we require for the Franchised Business.

As of the Issuance Date, we specify that you must obtain a license for, implement and faithfully use Quickbooks accounting software from Intuit and the ServiceTitan software application, including Scheduling Pro, from ServiceTitan, Inc., which integrates with Quickbooks, for a combined monthly fee which usually ranges from $1,000 to $6,000 paid directly to these providers. These monthly fees depend upon the specific services you choose to utilize and may exceed $6,000 depending on the size of your Franchised Business. ServiceTitan, including the Scheduling Pro feature, is a comprehensive management tool that allows you to manage dispatching, scheduling, call booking, marketing, reporting, billing, collection, customer management and mobile data entry. We may acquire, license or develop software for your use in the Franchised Business to replace ServiceTitan or Quickbooks, for which we may be the only supplier. We reserve the right to impose a fee for any software provided by us and you may be required to enter a software agreement with us, our affiliates or a third-party supplier.

We and our affiliates have no obligation to provide ongoing maintenance, repairs, upgrades or updates to your Unit management systems.

At our request, you shall participate in any intranet or extranet system developed for use as part of the System. Such intranet or extranet system may be combined with that of our affiliates. You shall also sign such terms of use agreements concerning the use of such intranet or extranet system as we may prescribe, which agreements may contain, among other things: (a) confidentiality requirements for materials available and transmitted on such system; (b) password protocols and other security precautions; (c) grounds and procedures for our suspension or revocation of access to the system by you and others; and (d) a privacy policy governing the parties' access to and use of electronic communications posted on electronic bulletin boards or transmitted via the system. You shall pay any fee imposed from time to time by us, or a third-party service provider in connection with hosting such system. (Franchise Agreement Section 9(e))

Your ServiceTitan system will store and allow you and us to access data on each transaction entered and other information that may be useful in managing the Unit and 1-Tom-Plumber brand. We may modify System Standards to require new technology at all Franchised Businesses, which may require you to upgrade, update and replace the hardware, software applications and mobile systems you use in the Franchised Business and for customer engagement. There is no contractual limitation on our right to mandate upgrades and updates. The vendor of the hardware systems may charge you a fee for maintenance, repairs, updates and upgrades to hardware. The annual cost of such maintenance, repairs, updates or upgrades will depend upon your agreement with the relevant hardware vendor. We estimate the total annual cost to you of optional or required maintenance, updating or upgrading hardware is $1,000 annually for hardware and $1,000 every other year for software.

You will maintain your POS and management systems on-line so that we may independently access them remotely at our discretion, copy your POS and management data, update software, and view all records, files and reports available on or from those systems. You will not purge data unless so permitted under the Operations Manual. There are no contractual limitations on our right to access this information. (Franchise Agreement Section 9(b))

We reserve the right to make updates to the required computers, software, hardware, and other communication devices in the Operations Manual at our sole discretion. You should expect to update your Unit management and customer service systems, Service equipment and tools, training, and communications technology periodically during the term of your Franchise Agreement to keep pace with the evolution of such equipment, tools, technology and its applications for commercial and residential services providers. We may designate ourselves or an affiliate as the sole source of technology you are

required to obtain, operate and maintain for the Unit. If we make any changes to these requirements, you must comply with the changes immediately.

All personally identifiable information (names, addresses, email addresses, telephone numbers, corporate information, transaction data, demographic data, behavioral data, customer service data, correspondence, and other documents and information) obtained from consumers, suppliers or others in connection with any 1-Tom-Plumber product or service is considered Consumer Data. Subject to applicable law, we are the sole owner of all Consumer Data obtained by the Units in the franchise system. You will only have transactional use of the Consumer Data during the term of your franchise and solely for the purpose of managing your location. You disclaim any ownership interest in Consumer Data in the Franchise Agreement.

You will not transfer any of the Consumer Data to any third-party other than to us, our affiliates or third-party agents that are providing operational or marketing services to you. Third parties cannot gain any ownership rights or interest in the Consumer Data; may have access to the Consumer Data only for the purpose of providing services to you; are prohibited from copying or distributing the Consumer Data; and, must return any Consumer Data to you after it has provided its services. You will not use any Consumer Data for activities not related to the Franchise location without our prior written approval.

You will transfer all Consumer Data, not automatically collected by our required software on at least a monthly basis to us and no longer than twenty days following the end of each month. You will make a final transfer of Consumer Data to us at the termination or expiration of the Franchise Agreement and are prohibited from retaining any of our Consumer Data after termination or expiration. The costs associated with such transfers will be paid by you.

You are required to meet all federal, state and local laws concerning the handling, distribution and use of Consumer Data. We may establish data security procedures and privacy policies for Consumer Data to which you must adhere and comply.

Franchisee Advisory Council

We may establish a Franchisee Advisory Council ("FAC") to permit clear communications on a routine and continual basis. FAC initially will be an appointed committee of franchisees established to provide our management with advice and feedback. Over time the FAC will include members elected by franchisees. FAC will be governed by by-laws drafted by Franchisor and generally will restrict eligibility to serve on FAC or vote for members of the FAC to franchisees who are in compliance or meet other our System Standards.

FAC members will generally meet by telephone, videoconference or in face-to-face meetings several times a year. FAC leadership generally incurs their own costs for attendance at the meetings, although it is common for franchisors to offset part of these costs. The leadership of FAC may require franchisees to pay dues.

Customer Service and Complaints

You will provide customers with the ability to send comments and complaints to us. Upon receipt of any consumer comments, we will send to the consumer an automatic response as determined by legal counsel. We will review all customer comments internally. With limited exception all complaints received will be immediately forwarded to franchisees for their review. As independent business owners, franchisees

will be required by our System Standards to communicate with the customer and independently resolve all customer complaints.

When the solution proposed by franchisee does not satisfy the complainant, and we agree with the customer, we reserve the right, in or sole determination, to resolve the complaint. Upon such an occurrence, franchisee will be notified of our decision and the franchisee will reimburse us for the costs we incur related to the resolution.

Operations Manual

The Table of Contents for the Operations Manual, showing the topics and number of pages dedicated to those topics, appears as Exhibit H to this Disclosure Document. We will loan you one copy of the Operations Manual or may grant access rights on our secure website for franchisees. The Operations Manual has a total of approximately 159 pages. We implement and enforce the Operations Manual and System Standards to promote our brand, enhance consistency among our Units, and protect the goodwill of the Marks. Any aspect of the Operations Manual that relates to any aspect of the terms and conditions of employment for your employees is not mandatory and is merely suggestive or provides only recommendations.

Training

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The Job-Training	Location
Manual Review, Market Introduction Plan, General Manager Recruitment	10		Corporate Headquarters
Equipment and Vehicle Selection	2		Corporate Headquarters
Materials Selection	2		Corporate Headquarters
Software Training: ServiceTitan	4		Corporate Headquarters
The Franchisor/Franchisor Relationship	2		Corporate Headquarters
Introduction to 1-Tom-Plumber and Our Values	4		Corporate Headquarters
Marketing and Referral Generation	4		Corporate Headquarters
Sales	4	8	Franchiee Central Office/Corporate Headquarters
Employee & Crew Management	6	2	Corporate Headquarters
Training Your Team	2		Corporate Headquarters
Client Service and Quality Control	2		Corporate Headquarters
After Hours	2		Corporate Headquarters
Office Administration	10		Franchiee Central Office/Corporate Headquarters
Software (From the Field and the Office)	8	2	Franchisee Central Office/Corporate Headquarters
1-Tom-Plumber Service Delivery Standards		8	Corporate Headquarters

General Management	4		Franchisee Central Office/Corporate Headquarters
Financial Management	4		Corporate Headquarters
Total Hours	70	20	

We will provide a start-up and onboarding training program ("Initial Training Program") for you and/or your Operating Principal, managers, salespeople, dispatchers, and plumbers who are employed by you prior to your opening date. The Initial Training Program will be approximately two weeks in duration and will be held at our corporate headquarters, which is currently in the Milford, Ohio, area (metropolitan Cincinnati, Ohio), at your Central Office location, and/or at another site we select. There is no tuition or materials charge for the Initial Training Program for your initial owners and employees, but you will be responsible for all compensation, benefits, travel and living expenses for your trainees.

The Initial Training Program must be successfully completed by your Operating Principal and initial general manager prior to the Unit opening date. We may modify your opening date based upon the projected date of successful completion of the Initial Training Program by the Operating Principal and/or general manager.

In addition, we require that your initial salespeople, plumbers, and dispatchers successfully complete the Initial Training Program within 45 days of hire, if they have not already attended the Initial Training Program. Of the employees who successfully complete the Initial Training Program, you must select one in each job position to be a certified trainer ("Certified Trainer") to train other employees you hire to fill the same type of position. You must always have a Certified Trainer on staff for each job position including a Certified Trainer for managers, salespeople, plumbers, and dispatchers. If you lose a Certified Trainer and do not have another on staff for that particular job position, you must replace them within 30 days and require the replacement to successfully complete the next available training program offered by us, if they have not already done so. The tuition cost for a replacement to attend the training program is $2,500 per trainee and you must cover all compensation, benefits, travel and living expenses for the trainee.

All other employees who are hired after the opening date, must receive training from the applicable Certified Trainer and will be required to complete virtual training sessions on the brand standards, values, and Service Titan through our training website.

We may provide additional training or retraining of your personnel ("Additional Training") at your request or if we deem it necessary to do so. We will provide the Additional Training at the times and places and for the duration we may designate. We currently charge an Additional Training Fee of $500.00 per day, per trainer, plus the trainers' travel, lodging, and meal expenses for additional training and support.

Our training programs may include online training, classroom sessions, and actual work experience. In addition, we may develop pre-training materials (print and electronic) that you and other attendees will be required to complete prior to attending a training program. You may be required to show competency in the pre-training material prior to attending training.

Training is a critical element to observing System Standards. Our Initial Training Program will provide you with a familiarity of the Brand, System Standards, history, culture, and Services to provide. Additionally, the Initial Training Program will provide knowledge for the daily operation of your Unit, use of the required software, and other features of operating your Unit. Our Initial Training Program

is not intended to be a substitute for trade apprenticeship and will not suffice for the licensing or technical skill of plumbers, plumbing technicians, or other persons you employ.

We reserve the right to establish additional training fees, other than those specified, during the term of the Franchise Agreement. We reserve the right to change our training fees at any time. Certain course material may not be available to all of your staff, and we reserve the right to determine which of your staff may attend certain modules of training. All training must be completed to our satisfaction. We offer all of our training programs on a monthly basis.

Training is conducted by this team: Chairman, Rocky Hensley; President, Kameron Hensley; Vice President, Angela Honeycutt, and Training Specialist, Christina Schoonover. Rocky Hensley has worked in the water damage mitigation industry for 18 years and Kameron Hensley for 10 years. A franchise business coach will be assigned to you when you open to answer any questions you have related to daily operations and the Service Titan system.

The resources to be used during and after the completion of the required training are found on the Google drive and in the 1 Tom Learning Management System which will be made available to you. We currently do not charge for training material, but we may do so in the future.

We reserve the right to charge for continuing and advanced training at the then-current applicable training fee. Third-party training companies will establish their own training fees. You must comply with our continuing training requirements, which may require you to purchase additional equipment and inventory or to make other purchases to attend training or implement changes. Additionally, we may develop or acquire continuing and advance training for your Operating Principal, general manager and other personnel to complete. You, including your Operating Principal and general manager, must attend and complete all mandated training.

ITEM 12

TERRITORY

The Franchise Agreement grants you the right to operate a single Franchised Business at the Central Office location within the Operating Area. You must operate the Franchised Business only at the Central Office and you may not relocate the Central Office without first obtaining our written consent. You may not establish or operate another Franchised Business unless you enter into a separate Franchise Agreement for that Franchised Business.

When you sign the Franchise Agreement, you will be assigned an Operating Area. Your Operating Area will be determined by us and stated in an Attachment A of the Franchise Agreement. Operating Areas will generally be assigned based on zip codes, but Operating Areas in larger metro areas will be determined based on travel time and access to customers. The exact size of an Operating Area will be negotiated with each Franchisee based upon its experience and ability to service customers. You may only market and solicit to residential or commercial customers for the Services offered by the Franchised Business that are located within the Operating Area. There are no restrictions on your soliciting or accepting customers from any area that is not designated as the Operating Area of another franchisee.

The continuation of territorial protection for marketing under the Franchise Agreement does not depend on the achievement of any specific sales volume, market penetration or other contingency. We generally will consider the relocation of a Central Office and modification of an Operating Area under the same criteria as we would consider for an application to approve any new location, such demographics, traffic patterns, physical site profiles, access, parking, competition in the market area, and other factors.

Your Operating Area will be exclusive as we will not locate another Central Office in your Operating Area. We will not grant overlapping Operating Areas. We retain all rights that are not expressly granted to you to establish and operate a franchised or Company Unit. While it is not our intent, at this time, to expand our offices other than through company and franchisee owned offices, we reserve the right to do so through other distribution methods. We also reserve the right to merge with, acquire or become associated with any business including other plumbing businesses, of any kind under other system and/or other marks, which businesses may convert to or operate under the Marks and offer or sell plumbing, drain cleaning or other services or products that are the same as, similar to, or different than the plumbing, drain cleaning, or other services and products offered at or from a franchisee's office.

We retain the right to operate and license or franchise other persons to operate a Unit at any location outside of your Operating Area. We retain the right to market and sell within or outside the Operating Area without compensation to you at any location under trademarks, service marks, and commercial symbols different from the Marks. You do not have the right to establish any additional or alternative channels of distribution without the express written permission of us that may be withheld at our sole discretion.

Currently, we have not entered into any National Account Client Agreements ("NACAs"). However, we reserve the right to negotiate and enter into NACAs with clients to provide Services at locations both within and outside your Operating Area ("National Account Clients"). If we enter into any NACAs we will provide you with prior notice of any such agreements and you may be asked to service a National Account Client, unless you provide us with notice of your refusal to do so, in which case, we will be permitted to service those clients in your Operating Area.

We and our affiliates may conduct marketing, without limitation, anywhere. We may elect to establish minimum and maximum pricing and pricing guidelines for all Franchised Businesses. We and our affiliates may develop alternative distribution channels for our proprietary products, if any, and those alternative distribution channels may compete with you. We provide no assurances that those alternative distribution channels will be offered as franchises or, if offered as franchises, that they will be offered to Unit franchisees in those market areas. If your Central Office is located in an area that experiences a major weather disaster, crisis, or other emergency requiring the performance of Services beyond your capabilities, we and our affiliates reserve the right to supplement the Services you are providing within your Operating Area.

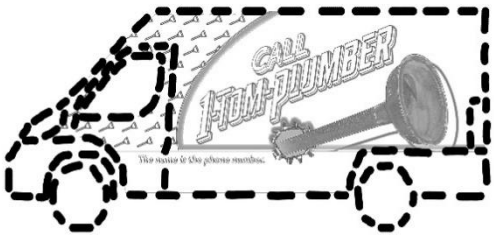
We and our affiliates retain all rights that are not expressly granted to franchisee to establish and operate a franchised or Company Unit. We and our affiliates also reserve the right to merge with, acquire or become associated with any business or stores of any kind under other system and/or other marks, which businesses may convert to or operate under the 1-Tom-Plumber Marks and offer or sell products and services that are the same as, similar to, or different than the products and services offered at or from a franchisee's location.

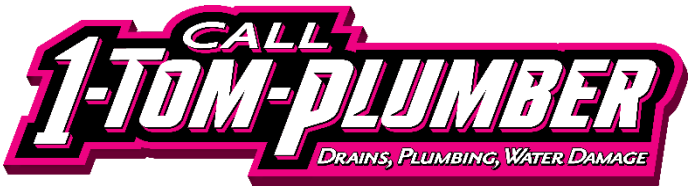
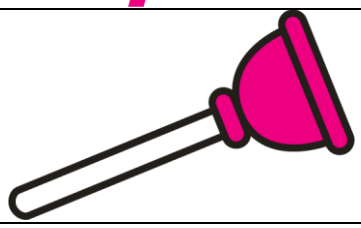
[Item 13 begins on Next Page]

ITEM 13

TRADEMARKS

The Franchise Agreement grants you the right to operate a Franchised Business under the Marks. Parent has registered with the United States Patent & Trademark Office ("USPTO") on the Principal Register the following Marks identified as "Registered" in the "Status" column. Parent has applied for registration with the United States Patent & Trademark Office on the Principal Register the following Marks identified "Pending" in the "Status" column.

Mark	Registration Date	Registration No.	Status
1-TOM-PLUMBER	February 19, 2019	5682134	Registered
THE PLUMBER WHOSE NAME IS HIS NUMBER	April 16, 2018	87878192	Registered
THE NAME IS THE PHONE NUMBER	April 9, 2024	7355087	Registered
PINK PLUNGER UNIVERSITY	N/A Application filed: March 15, 2024	N/A Serial No.: 98451343	Pending
CALL 1-TOM-PLUMBER THE NAME IS THE NUMBER 	April 9, 2024	7355244	Registered
	April 9, 2024	7355128	Registered

Mark	Registration Date	Registration No.	Status
	N/A	N/A	Common Law
	N/A	N/A	Common Law
	N/A	N/A	Common Law
	N/A	N/A	Common Law

We do not have a federal registration for some of our principal trademarks. Therefore, these trademarks do not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to alternative trademark, which may increase your expenses.

All required affidavits have been filed. No renewals have yet been required.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition or cancellation proceedings affecting the Marks. There is no pending material federal or state court litigation involving the use or ownership rights in a Mark. We know of no superior rights or infringing uses that could materially affect your use of our Marks.

Effective October 1, 2020, Parent licensed the Marks and the System to us under a trademark license agreement. We are granted a worldwide license of the Marks and System with the exclusive right to franchise the Marks and the System for 50 years. We are obligated to assure that all sublicensees comply with quality standards set by licensor. The trademark license agreement can be terminated by licensor only if we breach the agreement and fail to cure the breach within 60 days after receiving written notice of the breach, or if we become insolvent or are unable to pay our debts as they become due, or we commence a

case for relief or reorganization, or are the subject of an involuntary case for relief or reorganization under the Federal Bankruptcy Code or under any other state or federal bankruptcy or insolvency laws, and such involuntary case continues for more than 90 days after its initial filing without dismissal. At termination of the trademark license agreement, we are obligated to assign to licensor all license, franchise and sublicensing agreements which we have entered into for the use of the Marks and the System, which shall continue in full force and effect until the expiration of the terms then in effect. If such an assignment occurs, licensor will not assume any liabilities that pre-date the assignment, for which we will remain liable.

We have no affirmative duty to protect your right to use the Marks but intend to take appropriate actions if the need arises. We have the right to control any administrative proceedings or litigation involving a Mark we license to you. If anyone institutes or threatens litigation involving any component of the System, including the Marks, against you, you must notify us promptly and cooperate fully with us in defending or settling the litigation. We will have control over the defense and settlement of any administrative proceeding or litigation regarding the System. You also should notify us immediately when you learn about any infringing use of the Marks, any challenge to your use of the Marks, and any use or claim of the right to use any trademark or service mark confusingly similar to the Marks, by any third party.

Except as stated above, we do not have any obligation to take any affirmative action, participate in your defense, or indemnify you for expenses or damages if you become a party to an administrative or judicial proceeding involving a Mark we license to you or if the proceeding is resolved unfavorably to you. If we must, or we decide to, change the System and discontinue the use of any of the Marks, we reserve the right to substitute different proprietary marks for use in your identifying the Franchised Business. We have no obligation to compensate you for the discontinuance or modification of any Mark, or the cost of changing "1-Tom-Plumber" as the primary mark of the System.

You may not use the Marks to offer or sell any services or products not a part of the System that we do not first otherwise approve. You must comply with the rules and guidelines we issue for using the Marks. You cannot use a Mark as part of a corporate name or with modifying words, designs or symbols, except for those which we license to you. You also cannot display or erect any other mark on your office, stationery, advertising, sales/promotional materials or other objects, except for those Marks licensed to you. You may not use any Mark to promote or identify the sale of an unauthorized product or service, or in a manner we do not authorize in writing.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Other than our copyright in our Operations Manual and the copyrights listed below, we do not own any patents or copyrights and have no pending patent applications material to the Franchised Business.

We own certain proprietary information that constitutes trade secrets that you may use in the operation of a Franchised Business. You will have the right to use the proprietary information contained in the Operations Manual. Although we have not (yet) registered our copyright in the Operations Manual, we do claim a copyright in it and the information contained in it does constitute proprietary information. The Franchise Agreement will obligate you and your owners to protect our proprietary information from unauthorized use and disclosure, and to have your managers and employees we designate in the Operations Manual sign a confidentiality agreement in the form we prescribe (Franchise Agreement, Attachment D). You must tell us promptly when you learn about any unauthorized use of the Operations Manual or the information contained in it. We have no obligation to take any action in that event; however, we will respond as we deem appropriate.

There are no currently effective material determinations of the United States Copyright Office or any court, or any pending material proceeding that would affect our copyrights. We have no agreements which would limit our right to license the use of any existing or future patents, copyrights or proprietary information. Although not obligated under any express provision of the Franchise Agreement, we intend to protect our rights in our existing and future patents, copyrights and proprietary information.

If anyone institutes or threatens litigation involving any of our patents, copyrights or proprietary information against you, you must notify us promptly and cooperate fully with us in defending or settling the litigation.

We will have control over the defense and settlement of any administrative proceeding or litigation regarding any patents, copyrights or proprietary information relating to the Franchised Business System. You also should notify us immediately when you learn about any infringing use of our patents, copyrights or proprietary information or any challenge to your use of our patents, copyrights or proprietary information.

Except as stated above, we do not have any obligation to take any affirmative action, participate in your defense, or indemnify you for expenses or damages if you become a party to an administrative or judicial proceeding involving any patents, copyrighted material, or proprietary information licensed by us to you or if the proceeding is resolved unfavorably to you.

If we must discontinue the use of any of our patents, copyrighted materials, or proprietary information relating to the System, we reserve the right to substitute different materials and/or information for use in your Franchised Business, but we have no obligation to compensate you for the discontinuance or modification of any patents, copyrighted material, or proprietary information. We know of no infringing rights that could materially affect you.

We intend to renew any future registered copyrights when the registration expires.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

A franchisee has responsibility for the operation of its Franchised Business. At least one person who has a significant equity ownership position in the franchisee (at least 25%) must be designated the "Owner-Operator" or "Operating Principal" of the franchise and attend the Initial Training Program. You must hire a general manager to handle the day-to-day operations of your Franchised Business who is not required to be an equity owner of the franchisee, but any such manager must have successfully completed our Initial Training Program. Your general manager and other employees we designate must sign a written agreement at the time of employment to maintain the confidentiality of the trade secrets and other proprietary information contained in Item 14 and to comply with the covenants not to compete described in Item 17. The form is included in the Franchise Agreement as Attachment D and a copy of the fully executed agreement must be sent to us promptly after signing, and before we begin initial training for the manager.

If you operate as a corporation, partnership, limited liability company or other form of business entity, each of your equity owners must guarantee your obligations and agree to a restriction on the transfer of their equity ownership interests under the Guaranty and Restriction Agreement attached as Attachment C to the Franchise Agreement. In community property states (Alaska, Arizona, California, Idaho,

Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.), we may ask a spouse to sign the guaranty if the source of funds for the franchise is community property.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate your Franchised Business under the System as specified in the Franchise Agreement, the Operations Manual, and in our standards and policies. You may not engage in any business or offer any other services or products at your Central Office that is or are not a part of the System or without our express authorization in advance. You must offer for sale all of our products and services except those items we designate as optional. You may not offer additional products or services without our prior written consent. We retain the right to modify the Operations Manual to modify, discontinue or add to the goods and services that you must sell in your Franchised Business, which may include new or modified products and services, and the installation and use of new or modified equipment. There are no limits on our right to make these changes.

All advertising and promotional materials, office supplies, signs, vehicle wraps, supplies, uniforms, apparel, (including all business forms and stationary used in the Franchised Business) and other items we designate must bear the Marks in the form, color, location and manner we prescribe. In addition, all advertising and promotion in any medium, (including Internet postings or markings) must be conducted in a dignified manner and must conform to the standards and requirements in the Operations Manual, the Franchise Agreement or otherwise. You must obtain our approval before you use any advertising and promotional materials and plans. We may furnish or sell to you apparel and other promotional items to use or resell at the Franchised Business.

We have the right to establish mystery customers, a customer survey feedback program, and any similar programs that we elect, in our sole discretion, to implement. We may use the survey results, scores and comments from such programs to evaluate whether or not you meet System Standards, are eligible for successor or additional franchises or comply with your Franchise Agreement. As of the Issuance Date, we use ServiceTitan for our customer survey feedback program.

[Item 17 begins on Next Page]

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in that agreement attached as Exhibit A to this Disclosure Document.

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	4	The Franchise Agreement runs for a term of 10 years unless terminated earlier under the Franchise Agreement.
b.	Successor Term	4	You may renew the franchise for a five-year successor term two times. You may not enter into a successor term if (i) you or any of your Affiliates are in default under any Franchise Agreement with us, (ii) you are not and were not in default under any agreement with us; (iii) any monetary obligations to us or our Affiliates are unsatisfied, (iv) if your Unit performs in the bottom quartile of Gross Sales for all Franchised Businesses (taking into consideration population differences), or we are no longer offering Franchised Businesses, (v) you have suffered more than one material default under any agreement with us or any Affiliate that occurred during the first year such agreement was in effect, (vi) you have suffered more than one cured or uncured material default under any franchise agreement or any other agreement with us during any 24 month period. We will notify you if you choose to renew and you do not meet these conditions. If you do not meet our requirements for a Successor Term, we may allow you to transfer your Franchised Business in accordance with the Franchise Agreement.

	Provision	**Section in Franchise Agreement**	**Summary**
c.	Requirements for you to renew or extend	4	You must give us 6 months advance notice of renewal, sign our then current form of the Franchise Agreement, execute a general release of claims, and complete any retraining program we may require. The franchise agreement we offer at the time of renewal may contain materially different terms, conditions and fees from the original franchise agreement. At the end of the initial term and the first renewal term, you must also upgrade your Franchised Business to our current entry standards and design elements, complete any retraining we require, upgrade to our current equipment package and install our current point-of-sale system and other equipment.
d.	Termination by you	28	You may terminate the Franchise Agreement only if we substantially fail to perform any of our material obligations to you under the Franchise Agreement. You must give us written notice of and 60 days to cure the failure. If the failure is not cured within 60 days, you may terminate the Franchise Agreement upon written notice.
e.	Termination by us Without cause	31	We may terminate the Franchise Agreement by written notice to you without penalty and without payment of any refunds or damages to you, and you will follow the post-termination obligations under Section 33 at your expense, if we determine in our sole discretion that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the parties directly or indirectly that we reasonably expect will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of the Franchise Agreement, (B) makes performance of the Franchise Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the parties, (D) deprives any party of its benefits of the bargain struck by the parties, as originally set forth in the Franchise Agreement, or (E) determines that an employment or a joint employment relationship exists between we and you.

	Provision	**Section in Franchise Agreement**	**Summary**
f.	Termination by us with cause	29 and 30	We may terminate your Franchise Agreement after written notice of a curable default if you fail to cure within the time permitted or such longer period as required by law, or immediately upon written notice of an incurable default unless a longer notice period is required by law. We may terminate your Franchise Agreement if the Franchised Business fails to pay us the minimum monthly Royalty Fee of $2,500 each month beginning one year after your Opening Date. We may also terminate if you don't open for business when required.
g.	"Cause" defined - curable defaults	30	A curable default consists of (1) the breach of any of your obligations under any agreement with us or our affiliates, other than an incurable default listed below; (2) any condition which makes the continued operation of your Franchised Business a danger to public health or safety; or (3) you breach any representation, covenant, or warranty made to us. If you do not remedy a curable default within 30 days after notice of a non-monetary default or within five days after notice of a monetary default, we may terminate your Franchise Agreement. These cure or notice periods may be extended by applicable law in your state.
h.	"Cause" defined - non-curable defaults	29	(1) A non-curable default includes your closure or abandonment of your Unit or one of your Vehicles for a specified period of time, except during the pendency of any force majeure event beyond your control; if you or any of your Owners who are a Guarantor become insolvent, request the appointment of or have a receiver appointed, or make a general assignment for the benefit of your or their creditors; your or any of your Owners' conviction for, or plead guilty or *nolo contendere* to a crime involving moral turpitude; a material inaccuracy in any of your representations in this Agreement or in any application you submitted to us to become a franchisee, or make materially false statements to us or any of our Affiliates; your underreporting Gross Sales; your failure to obtain our advance written permission when required under the Franchise Agreement; certain or multiple breaches of the Franchise Agreement; operating of the Unit, or allowing the Unit to be used, in a manner that, in our sole discretion, in any way jeopardizes the safety or welfare of customers, the public or the Unit staff, violates applicable law, or is damaging or potentially damaging to the goodwill, reputation and good name of the Proprietary Marks and the Brand; your default under any indebtedness with an

	Provision	Section in Franchise Agreement	Summary
			outstanding principal amount of at least $100,000; your failure to either (1) gain our acceptance of your proposed Central Office site, and/or (2) open your Franchised Business with our authorization under Section 6(i) of the Franchise Agreement on or before the date specified for opening in Attachment A to the Franchise Agreement.
i.	Your obligations on termination/non-renewal	33	You must (1) abide by the non-competition provisions of the Franchise Agreement; (2) promptly pay us and our Affiliates all amounts owed; (3) not use or adopt the System or any of our Marks or intellectual property; (4) remove from the Unit all signs, emblems and displays identifying it as associated with the System; (5) cease to use and return to us the Operations Manual and other confidential materials delivered to you; (6) cease to hold yourself out in any way as our franchisee or to do anything which would indicate any relationship between you and us; (7) change the exterior and interior design and décor of the Unit and make all changes in signs, buildings, Vehicles, and structures which we direct to distinguish the building and Vehicles from its former appearance as a Franchised Business; (8) pay all costs associated with de-identifying the business; and (9) transfer to us all telephone listings, domain names, and web pages for your Franchised Business or which contain, use or display any of our Marks or intellectual property.
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 generally may not transfer any interest in your Franchise Agreement or a controlling equity interest in the franchisee entity without our consent.

	Provision	**Section in Franchise Agreement**	**Summary**
m.	Conditions for our approval of transfer	22(b)	We may impose any condition for our approval, including (1) the proposed transferee must satisfy all of the requirements and conditions then being used to qualify a person as a new franchisee; (2) the proposed transferee must comply with Section __ of the Franchise Agreement relating to business entities; (3) you must satisfy all of your accrued monetary obligations to us and our Affiliates; (4) you must cure all existing defaults under the Franchise Agreement; (5) you must execute and deliver a general release of all claims against us and our affiliates; (6) the transferee must execute and deliver our then current form of franchise agreement; (7) you must pay us a transfer fee (See Item 6) unless the transfer is an initial transfer from an individual to an entity or to any of your existing owners or any member of your immediate family; and (8) the purchase price must not negatively impact the viability of the Franchised Business, in our sole discretion.
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. A "competing business" means any plumbing contractor or plumber.

	Provision	Section in Franchise Agreement	Summary
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 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.
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	Not applicable
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, Milford, Ohio. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit C.
w.	Choice of law	46	Subject to applicable state law, Ohio 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 Exhibit C.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

TABLE 1

THE 2023 ANNUAL TOTAL SALES AND AVERAGE SALES OF CLOSED JOBS OF THE CORPORATELY OWNED 1-TOM-PLUMBER LOCATIONS

The following Table 1 below shows the 2023 actual annual total sales and average sales of closed jobs for each of our corporately owned locations who operated for the entire calendar year 2023.

2023 Actual Annual Total Sales and Average Sales of Closed Job Sales of 1-Tom-Plumber Corporately Owned Locations Who Were Opened For 12 Months Or Longer							
Franchisee	Total # of Jobs Closed	Actual Annual Total Sales	Average Sales Price of Closed Jobs	High Sales Price of Closed Jobs	Median Sales Price of Closed Jobs	Low Sales Price of Closed Jobs	% of Closed Jobs That Exceeded the Average Sales Price of Closed Jobs
Cincinnati, OH							
Drains	4679	$2,509,308.65	$536.29	$1,495.00	$339.00	$290.11	20.43%
Excavation	177	$792,193.15	$4,475.67	$7,164.87	$3,959.82	$2,952.58	36.16%
Plumbing	5397	$3,213,363.50	$595.40	$1,574.93	$311.22	$227.01	27.33%
Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Total Sales		**$6,514,865.30**					
Dayton, OH							

Drains	1444	$815,706.14	$564.89	$1,306.86	$375.00	$307.42	25.76%
Excavation	29	$127,320.60	$4,390.37	$7,212.55	$3,936.52	$2,665.70	37.93%
Plumbing	1548	$919,152.42	$593.77	$1,478.92	$334.97	$231.00	29.05%
Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Total Sales		**$1,862,179.16**					
Louisville, KY							
Drains	512	$225,353.02	$440.14	$1,014.63	$279.00	$195.31	29.88%
Excavation	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Plumbing	974	$759,289.49	$779.56	$2,567.90	$239.00	$191.58	24.74%
Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Total Sales		**$984,642.51**					

The below footnotes are an integral part of the above table and should be read in their entirety for a full understanding of the information contained in the table.

TABLE 2

THE 2023 ANNUAL TOTAL SALES AND AVERAGE SALES OF CLOSED JOBS OF THE FRANCHISED 1-TOM-PLUMBER LOCATIONS

The following Table 2 below shows the 2023 actual annual total sales and average sales of closed jobs for each of our franchised locations who operated for the entire calendar year 2023. There were eleven franchised 1-TOM-PLUMBER locations operating for the entire calendar year 2023.

2023 Actual Annual Total Sales and Average Sales of Closed Job Sales of 1-Tom-Plumber Franchisees Who Were Opened For 12 Months Or Longer							
Franchisee	Total # of Jobs Closed	Actual Annual Total Sales	Average Sales Price of Closed Jobs	High Sales Price of Closed Jobs	Median Sales Price of Closed Jobs	Low Sales Price of Closed Jobs	% of Closed Jobs That Exceeded the Average Sales Price of

							Closed Jobs
Greenville, SC							
Drains	1306	$584,386.85	$447.46	$858.87	$329.50	$208.39	36.75%
Excavation	154	$606,882.11	$3,940.79	$8,131.28	$2,812.10	$1,985.23	31.82%
Plumbing	4014	$2,330,066.59	$580.48	$2,040.05	$200.00	$180.15	21.52%
Leak Detection	97	$74,514.50	$768.19	$2,411.34	$409.00	$286.20	22.68%
Total Sales		**$3,595,850.05**					
San Antonio, TX							
Drains	599	$453,758.76	$757.53	$2,014.21	$493.00	$363.44	23.87%
Excavation	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Plumbing	1827	$1,530,587.21	$837.76	$2,842.53	$299.00	$222.56	23.48%
Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Total Sales		**$1,984,345.97**					
Charleston, SC							
Drains	1143	$617,593.70	$540.33	$1,046.60	$399.00	$279.13	34.03%
Excavation	30	$122,114.00	$4,070.47	$7,481.92	$3300.00	$1,796.17	40.00%
Plumbing	2284	$1,561,498.14	$683.67	$2,056.78	$299.00	$236.59	24.56%
Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Total Sales		**$2,301,205.84**					
Lawrenceville, GA							
Drains	247	$135,000.00	$546.56	$1,117.45	$399.00	$307.05	29.55%
Excavation	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Plumbing	1613	$1,278,219.80	$792.45	$2,966.65	$300.00	$264.81	19.53%

Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Total Sales		**$1,413,219.80**					
Lafayette, LA							
Drains	532	$247,065.75	$464.41	$1,025.92	$299.00	$231.44	29.32%
Excavation	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Plumbing	1202	$614,703.98	$511.40	$1,405.84	$296.50	$213.92	24.96%
Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Total Sales		**$861,769.73**					
Oklahoma City, OK							
Drains	776	$311,923.16	$401.96	$937.87	299.00	$220.86	25.26%
Excavation	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Plumbing	913	$520,979.94	$570.62	$1,542.20	$278.00	$179.06	28.63%
Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$.00	0%
Total Sales		**$832,903.10**					
Melbourne, FL							
Drains	754	$521,312.50	$691.40	$2583.06	$359.50	$308.24	16.84%
Excavation	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Plumbing	2312	$1,597,137.72	$690.80	$2,328.76	$295.00	$222.55	22.23%
Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Total Sales		**$2,118,450.22**					
Chicago, IL							
Drains	160	$69,178.99	$432.37	$722.27	$359.00	$176.58	46.88%
Excavation	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Plumbing	289	$174,680.21	$604.43	$2,238.88	$225.00	$158.02	21.45%

Leak Detection	0	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Total Sales		**$243,859.20**					

The below footnotes are an integral part of the above table and should be read in their entirety for a full understanding of the information contained in the table.

General Footnotes

1. The opening date and territory size for each of the above locations is as follows:

Corporately Owned Locations

- Cincinnati, OH: Opened June 1, 2018; Territory of 997,189 people
- Dayton, OH: Opened March 1, 2022; Territory of 962,212 people
- Louisville, KY: Opened July 11, 2022; Territory of 1,203,474 people

Franchisee Owned Locations

- Greenville, SC: Opened March 1 2021; Territory of 41,783 people
- San Anonio, TX: Opened June 11, 2021; Territory of 2,707, 713
- Charleston, SC: Opened February 14, 2022; Territory of 605,514 people
- Lawrenceville, GA: Opened March 28, 2022; Territory of 1,040,484 people
- Lafayette, LA: Opened April 25, 2022; Territory of 921,438 people
- Oklahoma City, OK: Opened May 23, 2022; Territory of 1,331,124
- Melbourne, FL: Opened July 5, 2022; Territory of 585,507 people
- Chicago, IL: Opened August 8, 2022: Territory of 1,802,151 people

2. The term "Total Sales" as used in this Item 19 means the total of all receipts derived from the operation of the applicable business. It does not include the amount of any tax imposed by any federal, state, provincial, municipal or other governmental authority directly on sales, nor does it include the amount of any discounts given to customers.

3. The term "Closed Jobs" as used in the tables means the actual jobs that were performed by our corporately owned locations (in Table 1) or the applicable franchisee (in Table 2)

4. Table 2 shows a historic financial performance representation about our eight franchisees who operated their 1-TOM-PLUMBER Businesses for the entire calendar year 2023. Specifically, it shows the actual Total Sales of each of those franchised businesses along with each franchisee's average sales of closed jobs.

5. We do not show any expenses in the above tables. You should review the other Items of this Disclosure Document, including Items 5, 6, and 7, regarding the fees you will be required to pay and the expenses you might incur in operating a 1-TOM-PLUMBER Business.

6. The financial information shown in the tables is taken from the unaudited financial statements of our corporately owned locations as compiled by us, and of our franchisees shown in Table 2 as compiled by the reports they file with us through our CRM and point of sale system. The financial statements have not been reviewed or audited by an independent accountant.

7. The financial information shown in the tables are the actual results attained by the entities shown during the applicable period noted above. The tables do not include any numbers that are averaged or aggregated from the results of multiple franchisees.

The outlets shown in the tables earned these amounts. Your individual results may differ. There is no assurance you will earn as much.

Written substantiation for this financial performance representation will be made available to you at our company headquarters in Cincinatti, Ohio 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 our franchise management team at 24 Whitney Drive, Suite B, Milford, OH 45150 and 1-855-832-6866, the Federal Trade Commission, and the appropriate state regulatory agencies.

We do not make any representations about a franchisee's future financial performance of company-owned or franchised outlets. 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 the franchisor's management by contacting our management by contacting Angie Honeycutt, via email at angie@1tomplumber.com or by phone 1-855-832-6866, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

UNITS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Unit Summary for Years 2021-2023

Unit Type	Year	Units at the Start of the Year	Units at the End of the Year	Net Change
Franchisee	2021	0	2	2
	2022	2	9	7
	2023	9	23	14
Affiliate-Owned	2021	1	3	2
	2022	3	4	1
	2023	4	5	1
Total	2021	1	5	4
	2022	5	13	8
	2023	13	28	15

Table No. 2
Transfers of Units from Franchisees to New Owners
(other than The Franchisor)
For Years 2021-2023

Column 1 State	Column 2 Year	Column 3 Number of Transfers
TOTAL	2021 2022 2023	0 0 0

Table No. 3
Status of Franchise Units
For Years 2021-2023

Col. 1 State	Col. 2 Year	Col. 3 Units at Start of Year	Col. 4 Units Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations-Other Reasons	Col. 9 Units at End of the Year
AL	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
AZ	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
FL	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
GA	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
IL	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
KY	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	1	0	0
LA	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NY	2021	0	0	0	0	0	0	0
	2022	0	1	1	0	0	0	0
	2023	0	1	0	0	0	0	1
NC	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
OH	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1

OK	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
PA	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
SC	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
TN	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
TX	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
UT	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
VA	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
WA	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
WI	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
TOTAL	2021	0	2	0	0	0	0	2
	2022	2	8	1	0	0	0	9
	2023	9	14	0	0	0	0	23

Table No. 4
Status of Affiliate-Owned Units
For Years 2021-2023

Col. 1 State	**Col. 2 Year**	**Col. 3 Units at Start of the Year**	**Col. 4 Units Opened**	**Col. 5 Units Reacquired from Franchisee**	**Col. 6 Units Closed**	**Col. 7 Units Sold to Franchisee**	**Col. 8 Units at End of the Year**
KY	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	1	0	0	2
OH	2021	1	1	0	0	0	3
	2022	3	1	0	1	0	3
	2023	3	0	0	0	0	3
TOTAL	2021	1	2	0	0	0	3
	2022	3	2	0	1	0	4
	2023	4	0	1	0	0	5

Table No. 5
Projected Openings as of December 31, 2023

Column 1 State	Column 2 Franchise Agreements Signed but Unit Not Opened	Column 3 Projected New Franchised Unit in the Next Fiscal Year	Column 4 Projected New Affiliate-Owned Unit in the Next Fiscal Year
AZ	2	1	0
FL	9	4	0
IL	1	1	0
KY	1	0	0
NC	4	0	0
OH	3	1	0
PA	4	1	0
SC	1	0	0
TX	3	2	0
VA	1	0	0
WI	1	0	0
Total	**30**	**10**	**0**

No franchisee has failed to communicate with us during the 10 weeks prior to the Issuance Date of this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

Attachment I lists all Unit Locations as of December 31, 2023. Exhibit I lists all of the the names and addresses of current franchised outlets as of December 31, 2023.

Confidentiality Clauses

As a standard practice, when we enter into settlement agreements with a franchisee or former franchisee, we will require them to agree to maintain as confidential all information that the franchisee or former franchisee has about us. We have not entered into any such agreements in the last three fiscal years. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees but be aware that not all of these franchisees will be able to communicate with you.

Franchisor Sponsored and Independent Trademark Specific Franchisee Organizations

We have not created, sponsored or endorsed any trademark-specific franchisee organization, and no independent franchisee organization is incorporated or otherwise organized under state law and asks us to be included in our Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

We have included our audited statements as of December 31, 2021, December 31, 2022 and December 31, 2023 as Exhibit F to this Disclosure Document. Our fiscal year ends December 31.

ITEM 22

CONTRACTS

We have included copies of our Franchise Agreement, Termination and Release Agreement, Authorization Agreement for Pre-Authorized Payments, Guaranty and Restriction Agreement, Management Confidentiality and Non-Competition Agreement, Lease Rider, and Receipt of Operations Manual. Our forms of Closing Acknowledgment, General Release and Non-Disclosure and Non-Use Agreement are included as Exhibits B, C, and D. The Closing Acknowledgment is used for all new franchisees. The General Release is used for all transfer and successor transactions. The Non-Disclosure and Non-Use Agreement is used if you would like to review any of our confidential materials before you sign a Franchise Agreement.

ITEM 23

RECEIPT

Duplicate copies of the receipt appear after the exhibits as the last two pages of this Disclosure Document.

ATTACHMENT I

UNIT LOCATIONS

Affiliate-Owned Units as of December 31, 2023

Louisville, Kentucky
Northern Kentucky Area, Kentucky
Dayton, Ohio
Milford, Ohio
Springfield, Ohio

Franchisee Owned Locations as of December 31, 2023

Central Alabama, Alabama
Huntsville, Alabama
East Valley (Phoenix), Arizona
Brevard County, Florida
Lawrenceville, Georgia
Chicago, Illinois
Lafayette, Louisiana
Long Island, New York
Ashville, North Carolina
Cleveland, Ohio
Oklahoma City, Oklahoma
Tulsa, Oklahoma
Johnstown, Pennsylvania
Pittsburgh, Pennsylvania
Charleston, South Carolina
Greenville, South Carolina
Nashville, Tennessee
San Antonio, Texas
Salt Lake City, Utah
Richmond, Virginia
Kennewick, Washington
Seattle, Washington
Madison, Wisconsin

Exhibit A

Franchise Agreement

1-Tom-Plumber

FRANCHISE AGREEMENT

between

1 TOM PLUMBER GLOBAL INC.

and

Operating Area:

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FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made and entered into as of the Effective Date, by and between 1 Tom Plumber Global Inc., an Ohio corporation ("we," "us," "Franchisor" or "our"), as franchisor, and _____, a _____ ("you," "Franchisee" or "your"), as franchisee. For good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties mutually agree as follows:

1. **DEFINITIONS. WORDS AND PHRASES USED IN INITIALLY-CAPITALIZED FORM IN THIS AGREEMENT HAVE THE MEANINGS ASSIGNED IN SECTION 54 OF THIS AGREEMENT UNLESS THE CONTEXT INDICATES OTHERWISE.**

2. **GRANT OF FRANCHISE.**

(a) Grant. Subject to the terms and conditions in this Agreement, we grant to you the right, license and privilege to operate a Unit, only at the location of your Central Office for the Franchised Unit, and the right, license and privilege to use and employ the Franchised System, the Proprietary Marks, and the Intellectual Property to provide the Plumbing Services to residential and commercial addresses in the Operating Area during the Term.

(b) Reservation of Rights. We and our Affiliates reserve the rights to engage or authorize others to engage in any business activity at any location within or outside the Operating Area under the Proprietary Marks or otherwise except as expressly limited under this Agreement. There are no implied covenants or obligations regarding territorial rights arising from this Agreement or any other agreement or arrangement between us and you. You have no right to participate in or benefit from any such other business activity. In addition, we reserve all rights of ownership, control, modification, revision, updating and termination with regard to the Franchised System. Your only rights with regard to the Franchised System are limited to the license as we expressly grant to you under this Agreement during the Term, and the parties intend that no implied covenants or rights attach or arise under the license you accept in this Agreement.

(c) Designation of Owner-Operator. Unless you operate as a sole proprietorship, you will designate one person from among the list of Owners with at least five percent of your outstanding equity on Attachment A who will be your "Owner-Operator." In such capacity, the Owner-Operator shall devote his or her full time and attention to the management, supervision and operation of the Franchised Unit. We may rely upon communications and decisions of the Owner-Operator as fully authorized by all necessary corporate action and legally binding on you. You may designate another Owner to serve as Owner-Operator by written notice to us as long as designee owns at least the required percentage of your equity as listed on Attachment A at the time of designation.

(d) National Accounts. We shall have the right, on behalf of ourselves and/or our other licensees and franchisees, to negotiate and enter into National Account Client Agreements ("NACA") with National Account Clients to provide Plumbing Services to multiple National Account Client locations within or outside of the Operating Area. If we do, you may be asked to service National Account Clients. You shall notify us within ten (10) business days after we send an NACA to you if you decline to provide the Plumbing Services to the National Account Client within the Operating Area under such NACA. Otherwise, you shall be deemed to accept and assume the obligations and benefits of the NACA. In that event, should you then fail to provide such Plumbing Services to the National Account Client in a manner that is both satisfactory to us and the National Account Client and in conformity with the NACA, we shall have the right, exercisable in our sole discretion and without violating or breaching this Agreement, ourselves or through an Affiliate, to:

1. Provide such Plumbing Services to the National Account Client at location(s) within the Operating Area according to a NACA utilizing the Proprietary Marks and the Franchised System; and/or

2. Contract with another party to provide such Plumbing Services to the National Account Client within the Operating Area under a NACA, utilizing the Proprietary Marks, or any other brand of staffing and placement service provider.

3. **OPERATING AREA.**

(a) When you sign this Agreement, unless you have selected and we have accepted the Central Office for the Franchised Unit, we will designate your Operating Area which will be an area defined by zip codes, a map or other means described on Attachment A. You must find a location for the Central Office acceptable to us within the Operating Area. During this period, we will not grant a Unit franchise to any other party and our Affiliates will not open or develop another Unit within the Operating Area. When we accept the location for your Central Office within the Operating Area, we will fix location of the Central Office by unilaterally completing and sending you the notice appended to Attachment A. Your Operating Area will be limited to the boundaries that we unilaterally set in Attachment A. Your signature is not required for that notice to be effective and binding on you.

(b) We and our Affiliates will not locate another central office within the Operating Area. You acknowledge and agree that we and our Affiliates will have the right to operate, to franchise and license other Persons to operate a Unit at any location outside of the Operating Area.

(c) You may only market and solicit to residential or commercial customers for the Plumbing Services offered by your Unit that are located within the Operating Area. There are no restrictions on your solicitation or acceptance of customers from any area that is not designated as the Operating Area of another franchisee; provided, however, we may, at our discretion, by written notice to you restrict your solicitation, acceptance and fulfillment of Plumbing Services to your Operating Area.

(d) You also acknowledge and agree that we have the right (a) to market and sell the same and similar services and products as those offered under the Franchised System under trademarks, service marks, and commercial symbols different from the Proprietary Marks through the same, similar or different distribution channels; (b) to market and sell the same services and products as those offered as part of the Franchised System through alternate distribution channels; (c) to supplement the services you are providing in your Operating Area in the event of a major weather disaster or crisis; and (d) to advertise, market and sell those services and products on the Internet and otherwise. These rights include the offer and sale of Plumbing Services and related services under the Proprietary Marks in commercial or residential channels or in NACA, outside the Operating Area.

4. **TERM. THE "TERM" CONSISTS OF THE INITIAL TERM AND THE SUCCESSOR TERMS DESCRIBED BELOW.**

(a) Initial Term. This Agreement shall be effective as of the Effective Date and shall continue for an "Initial Term" of ten (10) years from the Opening Date, unless terminated earlier under this Agreement.

(b) Successor Terms. We may require that you may enter into a successor Franchise Agreement that will succeed this Agreement to continue the affiliation of your business as a Franchised Unit as a condition to begin each of two (2) additional "Successor Terms" of five (5) years each, subject to satisfaction of the conditions for succession in this Section. The successor Franchise Agreement may have

materially different terms, conditions and fees. THERE ARE NO OTHER RENEWAL RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

(c) Succession Notice & Eligibility. If you intend to enter into a successor Franchise Agreement, you must give us written notice of your intent at least 6 months before the end of the Initial Term and the Successor Term, if any. You will be eligible to continue affiliation if at the time you must give notice of your intent to continue affiliation and at all times through the end of the Term then ending, (i) you and your Affiliates are not and have not been in default under this Agreement or any other agreement with us or one of our Affiliates; (ii) you and your Affiliates have satisfied all monetary obligations then due and owing to us and our Affiliates, to suppliers and to the landlord of the Lease; (iii) the Franchised Unit is not in the bottom quartile of franchised Units for Gross Sales for the preceding fiscal year (taking into consideration population differences); (iv) you have not suffered more than one material default under any agreement with us or any Affiliate that occurred during the first year such agreement was in effect; (v) you have not suffered more than one cured or uncured material default under any franchise agreement or any other agreement with us during any 24 month period; and (vi) we are offering franchised Units. You agree that the failure to satisfy the succession eligibility criteria constitutes good cause not to offer you succession at the end of the Initial Term or the first Successor Term. We will notify you within 30 days after we receive your succession notice if you are not eligible to continue affiliation. We may waive, in our sole discretion, any disqualifications for any Franchised Unit or franchisee to enter into a succession franchise agreement for its franchise. No such waiver will provide or confer any right or benefit on any Person except the affected franchisee. If you are not eligible for a successor Franchise Agreement, we may permit you to transfer your Franchised Unit in accordance with this Agreement.

(d) Additional Conditions. Our consent will be further conditioned on maintaining eligibility to renew through the end of each Term, and on your satisfaction of the following conditions: You and your Owners must, at the times we specify, (i) at our request and after any disclosure required by law, execute our then current form of franchise agreement and personal guaranty as the successor Franchise Agreement; (ii) perform the remodeling, repairs and renovations described below that we may require; (iii) upgrade to our current equipment package and install our current point-of-sale system and other equipment; (iv) complete, at your expense, any retraining program we may require; and (v) execute a general release of any and all claims you, your Owners and any guarantor may have against us and our Affiliates as of that time, except for such claims as may not be released in advance under applicable law. At the end of the fifth year of the Initial Term, the Initial Term, and each Successor Term, you must upgrade your Unit and/or Vehicles to our current entry standards and design elements, complete any retraining we require, upgrade to our current equipment package and install our current operating software and other equipment.

5. **FEES & SECURITY INTEREST.**

(a) Initial Franchise Fee. You will pay us a non-refundable franchise fee when you sign this Agreement in the amount specified on Attachment A.

(b) Royalty Fee. You will pay us a "Royalty Fee" equal to 6.00% of the Gross Sales of the Franchised Unit during the preceding week, provided that upon the first anniversary of the opening of the Central Office, you must pay us a minimum monthly Royalty Fee of $2,500.

(c) Population Fee. You will pay us a monthly “Population Fee” in the amount specified on Attachment A. We may unilaterally adjust the Population Fee, at our sole discretion, upon an adjustment to your Operating Area. We may also unilaterally adjust the Population Fee every five (5) years beginning on January 1, 2025, to account for changes in the US Consumer Price Index and populations in your Operating Area. If the Population Fee is adjusted, we may unilaterally amend Attachment A. Your signature is not required for that notice to be effective and binding on you.

(d) Brand Fund Contribution. You will pay us, when you pay your Royalty Fee, a Brand Fund Contribution if, as and when required under this Agreement. You will pay the Brand Fund Contribution to us in addition to the amounts you must spend under Sections 16 and 17 of this Agreement. The rate of the Brand Fund Contribution will be 2.00% of Gross Sales of the Franchised Unit during the preceding week.

(e) Advertising Reallocation Fee. We reserve the right to reallocate all marketing expenditures as determined in our sole discretion.

(f) Technology Fee. We do not currently impose a Technology Fee payable to us. We reserve the right to add a Technology Fee in the Operations Manual with 30 days' prior written notice to you to cover the costs and overhead of any technology provided to you, such as a license of software tools, database management, software maintenance, internet usage, and help desk support.

(g) Relocation Fee. If you apply to relocate the Central Office after the Opening Date, then you will reimburse us for any costs we incur in excess of the Relocation Fee to analyze and support the relocation.

(h) Convention Fee. If we hold a 1-Tom-Plumber brand convention, you must attend and pay us the Convention Fee when we invoice you. As of the Effective Date, we expect the convention registration fee to be $750 and that only one convention will be held per year. We may increase the amount that you must pay, as specified in the Operations Manual, to not more than $1,500 per attendee. We may charge additional convention registration fees for additional attendees.

(i) Payments. You must pay us Royalty Fees and Brand Fund Contributions weekly based on the Gross Sales of your Franchised Unit during the preceding week. You must report weekly Gross Sales to us each Tuesday and make the weekly payments by electronic funds transfer on Wednesday for Gross Sales reported for the previous week, which ends on the close of business Saturday. All other monthly payments are made with the first weekly payment each month based on the Gross Sales reported for the month just ended. You agree to act in good faith to generate as much revenue as possible

(j) Interest. Any late payments that you make pursuant to this Agreement will bear interest from their due date until paid at a rate equal to the lower of (a) 1.50% per month or (b) the maximum interest rate allowed by applicable law.

(k) Taxes. You will pay us an amount equal to any federal, state, provincial or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the royalty and Marketing Contributions by the jurisdictions where your Franchised Unit is located, including any income tax, franchise or other tax levied on us for our privilege of doing business in your State. You will pay Taxes to us when due.

(l) EFT Payment. You will pay all amounts due to us after your Franchised Unit opens by electronic means under the Automated Clearing House Payment Authorization attached as Attachment B, or under any substitute form of authorization that we may require during the Term so that your fees will be paid by means of electronic funds transfer without the necessity of your transmitting a paper check to us.

(m) Security Agreement and Interest. As security for the payment of the foregoing amounts and performance of your obligations under this Agreement, you grant to us, our successors and assigns a security interest in this Agreement, all signs, signage, décor items, goods, supplies, equipment, and inventory containing any of the Proprietary Marks located at the Franchised Unit. You grant us the

authority and power to file a copy of the signature page of this Agreement as part of any financing statement necessary to perfect and maintain our security interest during the Term, in any and all appropriate offices and public records. We may notify your other creditors and lenders about the security interest and have no obligation to subordinate our interest to that of any other lender or secured creditor.

(n) Bank Fees. If we are unable to collect your check or electronic funds transfer when due, we will invoice you for the fees and charges we pay our bank plus $25.00. The invoice is due on receipt.

(o) Indemnification Costs. If we incur damages, costs, or expenses from third party claims arising from your operation of the Franchised Unit, you must reimburse us for the damages, costs, or expenses that we incur, plus a twenty-five percent (25%) administration fee. Additionally, you must pay our costs for enforcing the Franchise Agreement or any other agreement against you, plus a twenty-five percent (25%) administration fee.

(p) Insurance Costs. If we incur damages, costs, or expenses to obtain required insurance on your behalf or to complete your post-termination obligations, you must reimburse us the damages, costs, or expenses of the insurance, plus a twenty-five percent (25%) administration fee.

(q) Enforcement Costs. If we must enforce this Agreement against you, you must reimburse us for the damages, costs, or expenses we incur to cause your compliance with this Agreement or to compensate us for costs we incur directly and indirectly as a result of your breach, including, but not limited to, attorneys' fees, court costs, collection costs, expert fees and costs, and discovery costs.

(r) Joint Employment; Change of Relationship Fee. If we determine, in our sole discretion, that any legislation, regulation, arbitration or a decision of a court of competent jurisdiction holds that either (i) we are your employer, or (ii) we are a joint employer with you of your employees or results in a similar change in our relationship with you, you must reimburse us for all costs incurred by us.

6. FRANCHISED UNIT DEVELOPMENT.

(a) Development Oversight. Except as specified in this Agreement and the Operations Manual, we are not obligated to provide any assistance in locating your Central Office, negotiating the lease, selecting your 1 Tom Plumber branded trucks ("the Vehicles"), conforming the premises or Vehicles to local codes and ordinances, obtaining permits, constructing, remodeling, decorating, equipping, or wrapping the Central Office or your Vehicles, hiring and training employees (except for the training we provide described in training below), or providing for necessary equipment, signs, fixtures, opening inventory, supplies, tools and Vehicles.

(b) Vehicle Selection. We will provide you with our standard plans, specifications, and layouts for the exterior design and wrapping, interior design, mechanical and electrical systems, equipment, décor and signs for a prototype Vehicle that we make available to franchisees. You must purchase or lease at least three new or used trucks from a third party and convert the Vehicles for use in compliance with System Standards. We may, however, require that you purchase a greater number of Vehicles depending on your capabilities and the size, geography, traffic patterns, and natural barriers of your Operating Area. You are required to obtain our approval of the branding and wrapping of your Vehicles.

(c) Central Office Selection. We will provide you with advice and consultation in the selection of sites for the Central Office. We will review the information you submit for each proposed site for the Central Office, conduct any investigation of the proposed site if we deem appropriate to evaluate

the site, and accept or reject the site within 10 days after your submission of all initial and supplemental information we request regarding a proposed site. If we accept the site, we will give you notice of any remaining conditions to that acceptance. If we reject the site, we will give you the reasons for the rejection. Effective upon our acceptance, you acknowledge that you have selected and we have accepted the Central Office, and that our acceptance of your selection does not guarantee or warrant that the location will be successful or that it represents the best site for the Franchised Unit from among those available to you. You acknowledge that we may have provided you with advice and consultation in the selection of sites for your Franchised Unit. We may have delivered our written review and evaluation of any proposed sites you propose. You have had the opportunity to obtain independent advice on the site for your Franchised Unit and are not relying on our review and evaluation. If required by us or requested by you, a site review visit may be arranged, subject to our availability. If we conduct more than one site review visit, we may charge you a $500 fee per additional site visit in addition to all expenses associated with each site visit.

(d) Lease/Purchase Agreement. You must own or lease the Central Office at all times during the Term and provide us with a copy of the fully executed deed or lease of the Central Office upon request. We reserve the right to approve the form and content of any Central Office lease or the purchase agreement and any modifications or amendments thereto before you sign the document. We reserve the right to review the lease or purchase agreement, and, if applicable, any modifications or amendments to the lease, and accept or reject your lease or purchase agreement for the Central Office within 10 days after your submission of all initial and supplemental information we request regarding the proposed lease or purchase agreement. We reserve the right to require you to obtain as part of the lease documentation a signed Lease Rider with the landlord in substantially the form attached as Attachment E when you provide us with a copy of the signed Central Office lease (the "Lease").

(e) Plans. We may provide you with our plans, specifications and layouts for the exterior design, wrapping, interior build-out, mechanical and electrical systems, equipment, décor and signs for a prototype Unit and Vehicle that we make available to franchisees, if any. You will design, equip, build-out, and wrap the Unit and Vehicle in strict conformity with the layout, plans, and specifications we approve. We will review your site plan and final plans and specifications for conformity to System Standards. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. You are responsible for designing and building the Unit to meet applicable requirements of the Americans with Disabilities Act, state and local government laws, and related regulations governing the service of Persons with disabilities in public accommodations. We will not be liable to your lenders, contractors, employees, customers, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Franchised Unit before, during or after renovation or construction.

(f) Construction and Build-Out of Franchised Unit and Conformity of Vehicles. You will complete the construction, build-out, remodeling, and branding of the Franchised Unit and Vehicles to meet our System Standards within the time specified on Attachment A. You will construct, remodel, and brand the Franchised Unit and Vehicles in strict conformity with the site layout, plans and specifications we approve. If we determine (before the Opening Date) that you have not constructed, built-out, remodeled, or branded the Franchised Unit or Vehicles in strict conformity with the site layout, plans and specifications we approved, we may terminate this Agreement for cause, or obtain an injunction from a court of competent jurisdiction against the opening of the Franchised Unit and to compel you to specifically perform your obligation to construct, build-out, remodel, or brand the Franchised Unit or Vehicles in strict conformity with the approved site layout, plans and specifications, in addition to any other remedies available to us at law or in equity, without any obligation to furnish any bond or security. We may also assess a

noncompliance fee, set forth in Section 8(l), for your failure to timely conform the Franchised Unit and/or Vehicles to the System Standards. You will bear the expense of all engineering and architectural services incurred for your final construction plans and for obtaining approvals by the appropriate governmental authorities required under applicable law to construct, remodel, use and occupy the Franchised Unit and Vehicles.

(g) Furnishings, Fixtures, Equipment, and Other Personalty. You will install in and about the Franchised Unit and Vehicles equipment, fixtures, furnishings and other personal property that strictly conform to System Standards, and specifications we specify in the Operations Manual or otherwise, unless we agree to provide those services to you, in which case you shall permit us to do so. You will not display any other sign or advertising at the Franchised Unit or in or on your Vehicles without our consent other than as permitted under the Operations Manual.

(h) Technical Services. You may engage any architect, construction manager or contractor to assist you in developing the Franchised Unit as long as the party you engage is duly licensed in the state of the Central Office. You shall secure for us and our agents the right to inspect the construction site and related materials stored off site at any reasonable time. You shall correct, upon our request and at your expense, any deviation from the approved site plans and specifications. You shall furnish to us a copy of the certificate of occupancy and a certificate from your architect that the Franchised Unit was built in accordance with the approved final plans and specifications, and in compliance with all applicable building codes and in compliance with all applicable local, state and federal laws, ordinances and regulations, including but not limited to the Americans with Disabilities Act and related regulations.

(i) Opening. The Franchised Unit shall be opened to the public at the Central Office on the Opening Date specified on Attachment A only after you receive our authorization to do so, which you must request in writing at least 7 days in advance of the desired date for such opening. In addition to and not in lieu of your other advertising obligations, you will conduct local advertising and promotion for the Franchised Unit's grand opening (the "Market Introduction Plan") described below. You will not open the Franchised Unit without our prior written authorization. We will have the right to withhold that authorization until (i) you complete (to our satisfaction) the construction or remodeling of the Franchised Unit and furnish copies of all governmental approvals required before opening under applicable law, (ii) you have acquired, equipped and wrapped your first Vehicle and we have inspected such Vehicle, either in person or electronically with the information you provide, and determined it satisfies the System Standards, (iii) you complete preparation of the Franchised Unit and Vehicles for the commencement of operations per the Operations Manual, (iv) your management personnel and unit personnel to be employed on the Opening Date complete the initial training program as required in this Agreement, (v) you furnish copies of permits and licenses for Unit operation; (vi) you deliver to us proof of insurance required under this Agreement, (vii) you have paid or reimbursed us for all amounts due for pre-opening expenses, (viii) you have the required inventory, equipment and supplies for the Unit, and (ix) you are not otherwise in default under this Agreement or any other agreement with us. You will notify us when you open for business. We will confirm the Opening Date in writing for the purpose of fixing the expiration date of the Initial Term.

7. **OUR OBLIGATIONS. DURING THE TERM, WE WILL PROVIDE YOU WITH THE FOLLOWING SERVICES:**

(a) Training.

1. We will provide a training program covering the Franchised System and methods of operating a Franchised Unit ("Initial Training Program"). The Initial Training Program will be conducted at our corporate headquarters currently located in Milford, Ohio, your Central Office, and/or another site we select. The Initial Training Program must be completed by your

Owner-Operator and initial General Manager before your Opening Date. We may modify an Opening Date you propose based upon the projected date of successful completion of the Initial Training Program. Other personnel, including your initial sales people, dispatchers, and plumbers who are employed prior to your Opening Date may also attend the Initial Training Program with your Owner-Operator and General Manager. All initial salespeople, plumbers, and dispatchers who do not complete the Initial Training Program prior to the Opening Date must do so within 45 days of hire. Of the employees who successfully complete the Initial Training Program, you must select one in each job position to be a certified trainer to train other employees you hire to fill the same type of position. You must always have a certified trainer on staff for each job position including a certified trainer for managers, salespeople, plumbers, and dispatchers.

2. If you lose a certified trainer and do not have another on staff for that particular job position, you must replace them within 30 days and require the replacement to successfully complete the next available training program offered by us. We charge a tuition fee for a replacement certified trainer to attend training and you must cover all compensation, benefits, travel and living expenses for the trainee.

3. We may provide additional training or retraining of your personnel ("Additional Training") at your request or if we deem it necessary to do so. We will provide the Additional Training at the times and places and for the duration we may designate. We charge franchisees a reasonable Additional Training Fee plus our trainer's expenses as described in Section 8(a).

(b) Operations Manual. We will grant you access rights to our Operations Manual located on our secure Website for franchisees. Access to our Operations Manual will be limited to authorized-personnel that have signed the Confidentiality Agreement in Attachment G. You may not duplicate the manual and may not provide pass codes to unauthorized personnel.

(c) Materials, Services and Suppliers.

1. Materials; Alternative Suppliers. We shall reveal our specifications to you and provide you with the list of Materials that you must purchase, use, offer for sale, sell and promote, and maintain in stock at Franchised Unit in quantities needed to efficiently operate the Franchised Unit, including certain branded materials, equipment, furniture, signage and other merchandise. We may designate certain of these disclosures as Confidential Information. You shall have the obligation to purchase certain Materials solely from suppliers selected in our sole discretion of which we give you notice, which may exclusively be us. If you wish to use an alternative supplier, you must provide us with prior written notice and we must approve, in our sole discretion, the alternative supplier. Along with the notice, you must submit sufficient information, specifications and/or samples for us to determine whether the material or service complies with our System Standards or the supplier meets our approved supplier criteria. To compensate us for our evaluation process, you will reimburse us for the costs of the evaluation or testing, including, but not limited to, wages, travel, and expenses of our employees or designees. This payment is due when you request our approval for a supplier not then on our approved supplier list. You shall not place a new order for any Materials with a supplier after receiving written notice of changes in the Materials' specifications or that our approval of the supplier has been withdrawn or revoked. We may, in our discretion, as frequently as we deem necessary, change the identity, specifications, formulas, inventory requirements and designations, and add new materials and delete existing materials, from the items that we designate as Materials. You shall conform to all changes

immediately upon written notice from us unless our written notice specifies a later implementation date.

2. Supplier Lists & Changes. We will publish a list of approved suppliers and their respective Materials in the Operations Manual and/or in other written or electronic communications to you. As new suppliers, materials and services become available, we will amend that list. We may also publish in the Operations Manual the procedures and fees for obtaining approval of any supplier you wish to nominate to become an approved supplier. We may deny approval of any nominee in our sole discretion.

3. Supply Benefits. We or an Affiliate may be the sole approved suppliers for Materials, or for other goods and services we deem to be integral parts of the Franchised System that must be supplied on a consistent, uniform basis to all franchisees. We or our Affiliates may earn a profit from providing purchasing and procurement services, including receipt of fees from third party suppliers.

(d) Staffing Assistance. We will provide you staffing standards for the required dress and appearance of your employees, which you and your employees must follow. We will provide suggestions for staffing models and job descriptions that you are free to follow or not in your discretion.

(e) Opening Assistance. We will provide you with the services of one or more trainers for a period of up to five days to assist you with the opening of the Franchised Unit at no fee to you. Subject to availability, we will provide the trainer services for additional days to continue to assist you with the opening of the Franchised Unit at a per diem charge per trainer that we establish, which will be no more than the Additional Training Fee described in Section 8(a) then in effect.

(f) Call Routing; Website. We will operate a call routing system for fulfilling requests to provide Plumbing Services. All clients will call our toll-free phone number or interact with our web site, and we will forward the customer to you for Plumbing Services if the zip code for the service location is within your Operating Area. If the Plumbing Services are to be performed in a zip code that is not in your Operating Area or are not in the Operating Area of a franchisee, we will assign the Plumbing Services, in our sole discretion, to a franchisee whom we deem capable to perform the Plumbing Services.

(g) Marketing Assistance. We will provide you with the merchandising, marketing and advertising research data and advice that we develop from time to time and deem helpful in the operation of a Unit using the Franchised System. We may establish minimum and maximum prices for products and services, engage in limited time offers affecting the price or quantity of products offered at the Unit, and establish unilateral policies on minimum and maximum advertised prices of Unit products and services.

(h) Evaluation Program. We will conduct periodic field evaluations and standards assessment inspections and reviews of the Franchised Unit to test and promote its compliance with System Standards and quality control. We may implement customer evaluation and feedback programs, mystery Unit per programs, and independent inspection programs. We may publish the results of our tests and evaluations.

(i) Advice & Communications. We will provide you with periodic individual or group advice, consultation and assistance by personal visit, by telephone, electronic communication, or by newsletters or bulletins that we may make available to our franchisees from time to time. We will provide you with any other materials in any medium that we may develop to communicate new developments,

techniques, and improvements in the Franchised System and our plans, policies, research, developments and activities to franchisees.

(j) Customer Complaints. You will provide customers with the ability to send comments and complaints to us. Upon receipt of any consumer comments, we will send to the customer an automatic response as determined by legal counsel. We will review all customer comments internally. With limited exception all complaints received will be immediately forwarded to franchisees for their review. As independent business owners, you will be required by our System Standards to communicate with the customerr and independently resolve all customercomplaints.

(k) Other Assistance. We will provide you with the other resources and assistance that we may develop and make generally available to all of our other franchisees.

8. **YOUR OBLIGATIONS. DURING THE TERM, YOUR OBLIGATIONS ARE AS FOLLOWS:**

(a) Training.

1. You will not open the Franchised Unit until your Owner Operator and initial General Manager have completed our Initial Training Program. Other personnel, including your initial sales people, dispatchers, and plumbers who are employed prior to your Opening Date may also attend the Initial Training Program with your Owner-Operator and General Manager. All initial salespeople, plumbers, and dispatchers who do not complete the Initial Training Program prior to the Opening Date must do so within 45 days of hire. Of the employees who successfully complete the Initial Training Program, you must select one in each job position to be a certified trainer to train other employees you hire to fill the same type of position. You must always have a certified trainer on staff for each job position including a certified trainer for managers, salespeople, plumbers, and dispatchers You are responsible to pay all compensation, benefits, travel expenses, living expenses, and any other personal expenses for you and your initial personnel to attend the Initial Training Program.

2. If you lose a Certified Trainer and do not have another on staff for a particular job position, you must replace them within 30 days and require the replacement to successfully complete the next available training program offered by us, if they have not already done so. We charge a tuition fee for a replacement to attend the training program, which is currently $2,500 per trainee, and you must cover all compensation, benefits, travel and living expenses for the trainee

3. If you request or we require you to complete Additional Training beyond the Initial Training Program, we may charge an "Additional Training Fee", which is currently Five Hundred Dollars ($500.00) per day, per trainer, plus the trainers' travel, lodging, and meal expenses for additional training and support. The Operations Manual specifies the basis on which we will determine the daily charge.

4. We reserve the right to change the amount that we charge for our training programs at any time. You must furnish proof of worker's compensation insurance coverage for your trainees before their training begins. Your trainees will not be considered borrowed servants of ours or our Affiliates for any purpose, and they will at all times remain under your control and supervision. Any of your management employees who attend our Initial Training Program must sign a Management Confidentiality and Non-Competition Agreement before such training starts in substantially the form attached as Attachment D.

(b) Operation of Franchised Unit.

1. You will maintain and operate the Franchised Unit under the Franchised System in strict conformity with System Standards and policies, all as amended. You will maintain the Central Office and the Franchised Unit in clean, safe and sanitary condition, consistent with sound health and sanitation practices. You will use and comply with the System Standards for customer service and satisfaction, which may include money back guarantees and no-question refunds.

2. You will use the site of the Franchised Unit exclusively for the purpose of operating a Unit. You will not engage in any business or offer any Plumbing Services or services at the Franchised Unit not a part of the Franchised System without first obtaining our written consent. We may withdraw such consent in our sole discretion. All Plumbing Services, Materials, and other goods and services you offer, and sell shall be of the highest quality. You shall not use or sell any Materials or Plumbing Services that are unsafe. You will offer and sell all Plumbing Services, ancillary Materials and services we designate in the Operations Manual as mandatory and you may sell products and services we designate in the Operations Manual as optional at your discretion. You set the service prices, terms and conditions of sale subject to our established maximum and minimum prices where permitted by law, and any limited time mandatory offers we establish to market products and services.

3. You understand and agree that the Franchised System may include, in our sole discretion, requirements concerning organization, graphics, use of brand names and other product descriptions, illustrations and other design and content features. We may implement changes in (among other things) for Plumbing Services, Materials, and other goods and services at selected 1-Tom-Plumber Units or within selected regions, all in our sole discretion. We may, from time to time, authorize any franchisee to test new product items, methods, goods or other services and you agree to cooperate in any test marketing programs in compliance with our guidelines, without reimbursement or compensation of any kind beyond your retention of your related Gross Sales, net of the Royalty Fee.

4. If a client contacts you directly about performing Plumbing Services within your Operating Area, you may perform the work and report on the Plumbing Services as we require in the Operations Manual. If you receive a request for Plumbing Services to be performed at a service location in the Operating Area of another franchisee or our Affiliate, you must report the request to us when you receive it and you may perform the Plumbing Services, but we reserve the right to assign future requests for Plumbing Services at the same service location to the other franchisee or our Affiliate that serves that Operating Area.

5. You shall, at your sole expense, conform to all changes implemented by us to Franchised System immediately upon written notice from us unless our written notice specifies a later implementation date. You shall not offer for sale or sell any other kind of materials, products, merchandise or services, or otherwise deviate from our current System Standards or specifications for services, materials, products or merchandise, except with our prior written consent.

6. You shall conform to our prescribed inventory control procedures, including, without limitation, using prescribed proprietary systems to document inventory sold, remaining inventory levels and other information pertinent to inventory and restocking. Such information shall be conveyed to us electronically and, upon request, in writing.

7. You shall operate the Franchised Unit on all of the days and during the hours prescribed in the Operations Manual, unless you obtain our written approval of different days or hours or your Lease provides for different hours of operation. Before the Opening Date, you shall advise us about operating hours required or limited by the Lease. You shall prominently disclose the operating hours to the public in the manner required by the Operations Manual. You shall open the Franchised Unit and be fully prepared to conduct business during all posted operating hours.

8. You will maintain and operate the Franchised Unit in compliance with all applicable governmental laws, rules, regulations and ordinances. Any conflict between System Standards and any applicable governmental requirement will be resolved in favor of the more stringent standard. You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Franchised Unit and to offer all products and services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings. You will comply with all applicable federal, state and local laws, regulations and orders applicable to you and/or the Franchised Unit, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

(c) Approved Materials, Services and Suppliers. You will follow the System Standards and specifications we establish for Materials, and other goods, products and services procured for and in the operation of the Franchised Unit. Before use, all branded materials and products must be approved by us. We will have the right to require you to obtain any Materials, product or service used in the operation of the Franchised Unit from us, our Affiliates, or suppliers we approve. We reserve the right to require you to participate in a national or regional approved purchasing cooperative for the area in which the Franchised Unit operates. You acknowledge that this agreement allows the System to maintain uniformity and consistency in Franchised Unit products, services, technology, support and management information systems. We may discontinue or terminate the System requirement to use these vendors and allow such agreements to expire without succession or be terminated consistent with their respective terms, at our discretion.

(d) Telephone Listings, Domain Names, and Web Pages. You will not establish or maintain a published telephone listing for the Franchised Unit in all telephone books that we designate. You will not register, acquire or maintain control over any domain name or web page that describes or advertises the Franchised Unit or otherwise contains uses or displays our Proprietary Marks or Intellectual Property, or links to our websites, without our prior consent.

(e) Franchised Unit Condition. If the Franchised Unit suffers physical damage, you will restore the Franchised Unit to reflect the then current image, design and specifications of a Unit. If a casualty substantially destroys the Franchised Unit and your Lease terminates or you are permitted to terminate the Lease, you may elect to terminate this Agreement when you terminate the Lease in lieu of restoring the Franchised Unit unless your financing obligates you to restore and operate the Franchised Unit.

(f) Vehicle Condition. If your Vehicles suffer physical damage, you will restore the Vehicles to reflect the then current image, design and specifications of a 1-Tom-Plumber vehicle.

(g) Upgrades of Franchised Unit or Vehicle. We may require you to upgrade your Franchised Unit or Vehicles to conform to changes in our System Standards, which may include new signage, image, décor, equipment, technology and image standards for new 1-Tom-Plumber Units or

Vehicles. We will not require any such upgrade within 2 years before the expiration date of the Initial Term or the Successor Term. At the end of the fifth year of the Initial Term, the Initial Term, and each Successor Term, you must upgrade your Unit and/or Vehicles to our current entry standards and design elements, complete any retraining we require, upgrade to our current equipment package and install our current operating software and other equipment. We may encourage you at any time to make a voluntary upgrade because of economic circumstances, competition, technological advances, brand imaging opportunities, or other compelling events or circumstances. Your voluntary agreement to perform an upgrade in those cases will not constitute a required upgrade under this paragraph.

(h) Your Employees. You must recruit, hire, train, schedule, equip, dress, discipline, manage and supervise a competent, conscientious staff to meet our System Standards, compliant with such uniforms and/or dress code as we may prescribe in the Operations Manual, and take such steps as are necessary to ensure that your employees preserve good customer relations and the goodwill of the Franchised System.

(i) Life Safety. You must operate and maintain the Franchised Unit and Vehicles to meet the health and life safety standards and ratings applicable to the operation. You must furnish to us, within five days after receipt thereof, a copy of all inspection reports, warnings, citations, certificates and/or ratings resulting from inspections conducted by any federal, state or municipal agency with jurisdiction over the Franchised Unit. The Franchised Unit's or Vehicle's failure of any health, sanitation, life safety inspection is a material breach of this Agreement and must be remedied within the time frame specified in the applicable regulations or code.

(j) Material Contracts. You must timely comply with your payment and performance obligations under the Lease and any note, indebtedness, mortgage, deed of trust, security deed, equipment lease, supply agreement for Products, utility contract, service agreement and other material contracts ("Material Contracts") applicable to you or the Franchised Unit and necessary to operate the Franchised Unit in compliance with System Standards. You shall furnish to us, within 10 days after your receipt, a copy of all notices, letters, warnings, or any other communications from the counterparty of any Material Contract regarding any default under or termination of any Material Contract. You must furnish a copy of any amendment, modification, replacement or supplement to the Lease.

(k) Compliance with Laws & Regulations. You must operate the Unit in compliance with applicable laws and regulations. We will provide instructions on compliance with laws applicable to Plumbing Services in the Operations Manual. If you obtain competent advice that you must effect compliance in a manner that differs from our instructions, or local laws require that you deviate from the instructions, then you are free to do so and you will not be in violation of this Agreement.

(l) Correction of Deficiencies. If you fail to conform your operations to the System Standards, including, but not limited to, failing to: open by the Opening Date on Attachment A; use our approved suppliers or otherwise obtain our approval for Materials, Vehicles, or other equipment bearing the Marks; comply with the System Standards; or timely submit your employees for training, we shall notify you, and you will have a period of time to be determined by us to correct your operations, except that we may take immediate action if we believe it necessary for the goodwill of the System or to protect public health and safety. If you fail to fully correct your operations as required by us in the notice provided (if applicable) we may, but will not be obligated to, take such corrective action we determine is necessary and appropriate to conform your operations to the System Standards. Such corrective action shall include, without limitation: 1) entering the Franchised Business and performing the necessary corrections, whereupon you will pay to the us an amount equal to 125% of all expenses we incur, including, without limitation, the actual wages, wage-related expenses, travel and lodging expenses, supplies and all other

expenses; 2) charging you a daily fine for each day the deficiencies remain uncorrected after the cure period, if applicable; and 3) charging you a one time fine. The nature and amount of the fine will depend upon the severity of the deficiency or violation and will be provided in our Operations Manual. You will make payment in accordance with Section 5(l). These corrective actions shall be in addition to our other rights and remedies under this Agreement.

(m) Meetings and Conventions. We may conduct meetings and annual conventions to promote and support franchisees, provide information on the 1-Tom-Plumber brand and matters of mutual interest to Unit franchisees and managers, and to provide mandatory and optional training to Owners, Operating Principals and General Managers. We may charge you a Convention Registration Fee for one or more attendees in the amount specified herein, which is payable when invoiced and not refundable, even if you or your representative do not attend the convention. We may charge additional fees and tuition for additional attendees you are required or have the option to send to the event.

(n) No Outsourcing, Subcontracting. You shall not hire third party or outside vendors or contractors other than our Affiliates to perform any services or obligations related to the Plumbing Services.

9. TECHNOLOGY, COMMUNICATIONS AND INTERNET.

(a) Computer Systems and Required Software. We have the right to specify in the Operations Manual or otherwise in writing that you acquire and use in the operation of the Franchised Unit electronic data collection, storage, reporting, exchange and interchange capability and services, including certain brands, types, makes and models of communications, hardware and software systems, peripherals and equipment, including without limitation: (i) back office accounting, inventory and management systems, (ii) storage, retrieval and transmission systems for data, audio, video and voice files, (iii) point of sale systems or such other types of cash registers as we may designate or approve ("Cash Register Systems"), (iv) physical, electronic and other security systems and procedures, (v) archival back-up systems, (vi) internet access capability and connectivity, and (vii) customer-facing marketing, ordering, entertainment, audio, video, internet access points and service systems (together, the "Technology"). We have the right, but not the obligation, to develop or have developed for us, or to designate computer software programs and accounting system software that you must use as part of the Technology ("Required Software"). You shall install, learn, use and integrate all updates, supplements, modifications or enhancements to the Required Software when we so require. We may specify in the Operations Manual or otherwise the tangible media upon which you shall record data, the database file structure of the Technology and the requirements to ensure your compliance with legal and payment card industry security standards. You must enter all transactions at the Franchised Unit on the Cash Register System as and when they occur. You shall implement and periodically make upgrades and other changes to the Technology as we request in writing (together, "Technology Upgrades") for all Franchised System Units. We may be the sole supplier of proprietary Technology or Technology Upgrades that we develop or acquire for use at all Franchised Units.

(b) Data. We may specify in the Operations Manual or otherwise in writing the information that you shall collect and maintain on the Technology. You will maintain your Cash Register System and management systems on-line so that we may access them remotely at our discretion, copy stored data, update software, and view all records, files and reports available on or from those systems. You shall not purge data unless so permitted under the Operations Manual. You shall provide to us such reports as we may reasonably request from the data so collected and maintained. All data you provide to us, transfer to us from your Technology and download from us to your Technology will be owned exclusively by us or the data source we identify. We will have the right to use such data in any manner that we deem appropriate

without compensation to you. All other data you capture, create or collect in the operation of the Franchised Unit or from your affiliation with us (including, without limitation, consumer and transaction data), is and will be owned exclusively by us during the Term of, and following termination or expiration of, this Agreement. You must provide to us in the format we require copies or original files of such data at our request. We license the use of such data back to you, at no additional cost, solely for the Term and solely for your lawful use in the business franchised under this Agreement or in any other business that you own. You may not lease, sell or rent such data to others.

(c) Privacy & Security. You shall abide by all applicable laws and payment card industry standards pertaining to the privacy and security of consumer, employee and transactional information ("Privacy Laws"). You shall comply with our System Standards and policies pertaining to Privacy Laws. If there is a conflict between our System Standards and policies pertaining to Privacy Laws and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel to determine the most effective way, if any, to meet our System Standards and policies pertaining to Privacy Laws within the bounds of applicable law. You shall not publish, disseminate, implement, revise or rescind a data privacy policy without our prior written consent. You shall encrypt personally identifiable information about customers and employees as required by Privacy Laws or the Operations Manual and follow all notification requirements, with a copy of all of your outbound notices to us, if any data breach, hack or unauthorized access event occurs.

(d) Extranet. We may, but are not required to, establish a dedicated Website with secure access for communication with and among franchisees and to offer information content relevant to operation of the Franchised Unit (the "Extranet"). If we establish an Extranet, then you shall comply with our requirements set forth in the Operations Manual or otherwise in writing for connecting to the Extranet and utilizing the Extranet in the operation of the Franchised Unit. The Extranet may include, without limitation, and if so, will satisfy our obligations under this Agreement to provide to you, the Operation Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You shall pay any fee imposed from time to time by us, or a third party service provider, in connection with hosting such Extranet, as set forth in the Operations Manual.

(e) Websites. Unless we otherwise approve in writing, you shall not establish a separate Website (the term "Website" is defined to mean a group of related documents that can be accessed through a common internet address), but shall only have one or more references or webpage(s), as we designate and approve in advance, within our Website. However, you may request to establish a separate Website and shall submit to us with your request, for our prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots) and non-visible content (including, without limitation, meta tags) in the form and manner we may reasonably require. You may activate the Website only if we so approve in advance in writing (which we are not obligated to approve and which approval we have the right to revoke at any time), in which case then the following conditions shall apply:

1. Any Website owned or maintained by or for your benefit shall be deemed "advertising" under this Agreement, and will be subject to (among other things) our approval of content and appearance under Section 16.

2. You may not add inbound or outbound hyperlinks to or from, or modify the Website without our prior written approval as to such proposed hyperlinks or modification.

3. You shall comply with System Standards for Websites that we may prescribe in the Operations Manual or otherwise in writing.

4. You will establish such hyperlinks to our Website and others as we may request in writing.

5. You will not permit the entry, acceptance or confirmation of delivery or orders on the Website that would violate Section 3.

(f) Online Use of Marks and E-mail Solicitations. You shall not use the Proprietary Marks or any abbreviation or other name associated with the Franchised System or us as part of any e-mail address, domain name and/or other identification of you or your Owners in any electronic medium. You will not transmit or cause any other party to transmit on your behalf advertisements or solicitations by e-mail or other electronic media without first obtaining our written consent as to: (a) the content of such e-mail advertisements or solicitations and (b) your plan for transmitting such advertisements. You shall be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, as amended (known as the "CAN-SPAM Act of 2003"). Under no circumstances shall you send any e-mail to a Person or address outside the United States.

(g) Internet & Social Media Use. We reserve the right to establish, modify and terminate policies and procedures about Internet marketing, publicity, social media, blogging and other activity as part of System Standards included in the Operations Manual. You shall not register, purchase or obtain the right to control content that includes any Proprietary Mark offered under any domain name or Website except as authorized under our marketing program then in effect or with our consent. You may generate, post, modify and withdraw content for social media accounts at your discretion and without our specific consent so long as the content is consistent with our marketing program then in effect and the applicable System Standards. We reserve the right to establish policies and to control your access to social media for accounts related to the Franchised Unit, including without limitation the right to hold administrative privileges and rights for password and access control and to post and remove all photographs on such accounts. We may deny, suspend or revoke your access to such accounts if you are in default under this Agreement or you violate our System Standards regarding social media content and use. Under no circumstances shall you use social media accounts associated with the Franchised Unit to defame or disparage us, any of our Affiliates, any other franchisee or their Affiliates, any supplier or any customer or patron of your Franchised Unit, or engage in any publication or activity that is unlawful or detrimental to the goodwill of the Proprietary Marks, 1-Tom-Plumber brand or the Franchised System.

(h) Prohibitions. You are prohibited from using the Proprietary Marks, including "1-Tom-Plumber" to: (i) incur any obligation or indebtedness on behalf of yourself or us; and (ii) be all or part of your entity name or other legal name, or as part of any e-mail or other electronic media address, domain name, URL, social media identifier, user name or other identification of you or your Owners in any electronic medium, or as a metatag, paid search term, or in any search engine optimization program, except as we expressly authorize in writing, in the Operations Manual or in any policy we issue regarding Internet advertising, marketing, social media, email and other on-line activity. You are also prohibited from engaging in any "gray market" transactions in which you buy from or sell to any Person outside the United States without our prior written consent. You are also prohibited from engaging in any transaction in which you know, or reasonably should know, that the products sold by you or the Unit are purchased for wholesale purposes or are intended for resale to consumers inside or outside the United States.

(i) No Outsourcing without Prior Written Approval. You shall not hire third party or outside vendors other than our Affiliates to perform any services or obligations related to the Technology, Required Software, or any other of your obligations under this Section, without our prior written approval.

We may condition our consideration of any proposed outsourcing vendor(s) upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form we provide.

(j) Changes to Technology. The parties acknowledge that technology used in the Unit business is dynamic and not subject to predictable patterns of development and change. To keep pace with technological needs and opportunities and to support the competitiveness of the Franchised System, you acknowledge that we shall have the right to establish, in writing, new and revised System Standards for the implementation of technology as part of the System. You shall abide by those new or revised System Standards as promulgated by us for implementation in all Franchised System Units.

10. **E-MAIL COMMUNICATION. YOU ACKNOWLEDGE THAT WE ARE ENTITLED TO RELY UPON E-MAIL TO COMMUNICATE WITH YOU AS PART OF THE ECONOMIC BARGAIN UNDERLYING THIS AGREEMENT. TO FACILITATE THE USE OF E-MAIL TO EXCHANGE INFORMATION BETWEEN YOU AND US, YOU WILL MAINTAIN E-MAIL CAPABILITIES AS SPECIFIED IN THE OPERATIONS MANUAL. YOU AUTHORIZE THE TRANSMISSION OF E-MAIL FROM AND TO US, VENDORS AND OUR AFFILIATES ON MATTERS PERTAINING TO THE BUSINESS CONTEMPLATED UNDER THIS AGREEMENT. YOU WILL PROVIDE US WITH THE CURRENT E-MAIL ADDRESS, AND SHALL IMMEDIATELY NOTIFY US OF ANY CHANGE OF E-MAIL ADDRESS AND ANY TECHNICAL PROBLEMS WITH THE E-MAIL ACCOUNT OF YOU AND YOUR OWNERS THAT WOULD MAKE COMMUNICATIONS DELAYED OR IMPOSSIBLE. IF ANY SUCH E-MAIL ACCOUNT BECOMES DISABLED FOR ANY REASON, YOU SHALL IMMEDIATELY PROVIDE US WITH AN ALTERNATIVE E-MAIL ADDRESS. YOU WILL CAUSE YOUR OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES (AS A CONDITION OF THEIR ASSOCIATION OR POSITION WITH YOU) TO GIVE THEIR CONSENT (IN AN E-MAIL, ELECTRONICALLY, OR IN A PEN-AND-PAPER WRITING, AS WE MAY REASONABLY REQUIRE) TO TRANSMISSION OF OUR E-MAILS TO THEM, AND SUCH PERSONS SHALL NOT OPT-OUT, OR OTHERWISE ASK TO NO LONGER RECEIVE E-MAILS FROM US DURING THE TIME THAT SUCH PERSON WORKS FOR OR IS AFFILIATED WITH YOU. YOU ACKNOWLEDGE THAT IF YOU OPT-OUT, OR OTHERWISE ASK TO NO LONGER RECEIVE E-MAILS FROM US DURING THE TERM YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT.**

11. **COVENANTS NOT TO COMPETE. YOU AND YOUR OWNERS ACKNOWLEDGE THAT THE NATURE OF THE PLUMBING SERVICES BUSINESS PERMITS A LICENSED PLUMBER TO PROVIDE THEM TO BUSINESS AND RESIDENTIAL CUSTOMERS IN A LARGE GEOGRAPHIC AREA FROM A SINGLE CENTRAL OFFICE. DURING THE TERM, 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 UNIT LICENSED BY US. FOR A PERIOD OF TWO YEARS AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON, YOU AND YOUR OWNERS MAY NOT ENGAGE IN ANY COMPETING BUSINESS, OTHER THAN A UNIT LICENSED BY US, WITHIN YOUR OPERATING AREA OR WITHIN 50 MILES FROM THE NEAREST POINT 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 MANUAL, OR ANY DIRECTORY WE PROVIDE TO YOU. WE MAY REDUCE THE DURATION AND/OR GEOGRAPHIC SCOPE OF THIS PROVISION BY WRITTEN NOTICE TO YOU FOR APPLICABLE LAW. YOU WILL NOT EMPLOY OR SEEK TO EMPLOY ANY INDIVIDUAL WHO, AT THE TIME,**

CURRENTLY WORKS OR WORKED DURING THE PRECEDING THREE MONTHS FOR ANY OF OUR OTHER LICENSEES OR FRANCHISEES OR FOR US, EXCEPT WITH THE CONSENT OF THE AFFECTED LICENSEE OR FRANCHISEE OR WITH OUR CONSENT (AS APPLICABLE). WE WILL NOT EMPLOY OR SEEK TO EMPLOY ANY INDIVIDUAL WHO, AT THE TIME, CURRENTLY WORKS OR WORKED DURING THE PAST THREE MONTHS FOR YOU, EXCEPT WITH YOUR CONSENT.

12. **CONFIDENTIAL INFORMATION. YOU AND YOUR OWNERS ACKNOWLEDGE YOU HAVE NO INTEREST WHATSOEVER IN THE FRANCHISED SYSTEM EXCEPT THE LICENSE IN THIS AGREEMENT. YOU AND YOUR OWNERS ACKNOWLEDGE THAT THE FRANCHISED SYSTEM CONSTITUTES OUR PROPRIETARY INFORMATION INCLUDING SOME CONFIDENTIAL INFORMATION AND THAT THE USE OR DUPLICATION OF THE FRANCHISED SYSTEM OTHER THAN AS PERMITTED UNDER THIS AGREEMENT WILL CONSTITUTE AN UNFAIR METHOD OF COMPETITION. YOU AND YOUR OWNERS WILL NOT USE THE FRANCHISED SYSTEM IN ANY BUSINESS OR ANY CAPACITY FOR THE BENEFIT OF ANY PERSON EXCEPT AS PERMITTED UNDER THIS AGREEMENT OR ANOTHER WRITTEN AGREEMENT WITH US. YOU WILL TAKE ALL APPROPRIATE ACTIONS TO PRESERVE THE CONFIDENTIALITY OF ALL CONFIDENTIAL INFORMATION. ACCESS TO CONFIDENTIAL INFORMATION SHOULD BE LIMITED TO PERSONS WHO NEED THE CONFIDENTIAL INFORMATION TO PERFORM THEIR JOBS AND ARE SUBJECT TO YOUR GENERAL POLICY ON MAINTAINING CONFIDENTIALITY AS A CONDITION OF EMPLOYMENT OR WHO HAVE FIRST SIGNED A CONFIDENTIALITY AGREEMENT IN THE FORM ATTACHED TO THIS AGREEMENT, INCLUDED IN THE OPERATIONS MANUAL OR OTHERWISE ACCEPTABLE TO US. YOU AND YOUR OWNERS WILL NOT PERMIT COPYING OF CONFIDENTIAL INFORMATION (INCLUDING, AS TO COMPUTER SOFTWARE, ANY TRANSLATION, DECOMPILING, DECODING, MODIFICATION OR OTHER ALTERATION OF THE SOURCE CODE OF SUCH SOFTWARE). YOU AND YOUR OWNERS WILL USE CONFIDENTIAL INFORMATION ONLY FOR THE UNIT AND TO PERFORM UNDER THIS AGREEMENT. UPON TERMINATION (OR EARLIER, AS WE MAY REQUEST), YOU AND YOUR OWNERS SHALL RETURN TO US ALL ORIGINALS AND COPIES OF THE OPERATIONS MANUAL, POLICY STATEMENTS AND CONFIDENTIAL INFORMATION "FIXED IN ANY TANGIBLE MEDIUM OF EXPRESSION," WITHIN THE MEANING OF THE U.S. COPYRIGHT ACT, AS AMENDED. YOUR AND YOUR OWNERS' OBLIGATIONS UNDER THIS SUBSECTION COMMENCE WHEN YOU SIGN THIS AGREEMENT AND CONTINUE FOR TRADE SECRETS (INCLUDING COMPUTER SOFTWARE WE LICENSE TO YOU) AS LONG AS THEY REMAIN SECRET AND FOR OTHER CONFIDENTIAL INFORMATION, FOR AS LONG AS WE CONTINUE TO USE THE INFORMATION IN CONFIDENCE, EVEN IF EDITED OR REVISED, PLUS THREE YEARS. WE WILL RESPOND PROMPTLY AND IN GOOD FAITH TO YOUR INQUIRY ABOUT CONTINUED PROTECTION OF ANY CONFIDENTIAL INFORMATION.**

13. **FRANCHISED SYSTEM MANAGEMENT.**

(a) Ownership. We represent with respect to the Proprietary Marks that we, or one of our Affiliates, is the owner of all rights, title and interests in and to the Proprietary Marks. We and our Affiliates have taken and will take all steps reasonably necessary to preserve and protect the ownership and validity in and of the Proprietary Marks.

(b) Display of Marks. Your use and display of the Proprietary Marks will be subject to the following: (i) You shall use only the Proprietary Marks we designate, and use such Proprietary Marks

only in the manner we authorize and permit; (ii) you shall use the Proprietary Marks only for the operation of the Franchised Unit at the Central Office authorized under this Agreement and Vehicles, or in advertising for the Franchised Unit; (iii) unless we otherwise authorize or require, you shall operate and advertise the Unit only under the name "1-Tom-Plumber," without prefix or suffix; (iv) during the Term, you shall identify yourself (in a manner reasonably acceptable to us) as the owner of the Franchised Unit when you make any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the Vehicles and premises of the Central Office as we may designate in writing; (v) your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement and the Operations Manual, and any unauthorized use thereof shall constitute an infringement of the rights of the owner of the Proprietary Marks; and (vi) you shall execute any documents deemed necessary by us or our counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

(c) Infringements. You shall promptly notify us of any suspected infringement of the Proprietary Marks, any known challenge to the validity of the Proprietary Marks, or any known challenge to our ownership of, or your right to use, the Proprietary Marks we license to you. You acknowledge that we shall have the sole right to direct and control any civil, administrative or other proceeding involving the Proprietary Marks, including any settlement. We shall also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. If we undertake the defense or prosecution of any litigation relating to the Proprietary Marks, you shall execute any and all documents and do such acts and things as may, in the opinion of our counsel, be necessary to carry out such defense or prosecution, including, without limitation, becoming a nominal party to any legal action.

(d) Our Defense of You. If you use the Proprietary Marks in compliance with this Agreement, we will defend you at our expense against any third party claim, suit or demand involving the Proprietary Marks arising out of your proper use thereof. We will reimburse you for your out-of-pocket costs in doing what we request under this Section, excluding the compensation costs of your employees, and we will pay the costs of any judgment or settlement. If such litigation is the result of your use of the Proprietary Marks in a manner not in compliance with this Agreement, you shall reimburse us for the costs of such litigation, including, without limitation, our attorney's fees and the cost of any judgment or settlement.

(e) Reservation of Property Rights. You expressly understand and acknowledge that: (i) we and our Affiliates are the owners of all rights, title and interests in and to the Proprietary Marks and the goodwill associated with and symbolized by them; (ii) the Proprietary Marks are valid and serve to identify the Franchised System and those who are authorized to operate under the Franchised System; (iii) neither you nor any of your Owners shall directly or indirectly contest the validity or the ownership of the Proprietary Marks, nor shall you, directly or indirectly, seek to register the Proprietary Marks with any government agency, except with our express prior written consent; (iv) your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks, except the license granted by this Agreement; (v) any and all goodwill arising from your use of the Proprietary Marks shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license granted under this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Proprietary Marks; and (vi) the right and license of the Proprietary Marks granted to you is not exclusive, and we have and retain the rights, among others:

1. To use the Proprietary Marks ourselves to offer and sell products and services;

2. To grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and

3. To develop and establish, or to become affiliated with, other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to you.

(f) Substitute Marks. We reserve the right to substitute different Proprietary Marks for use in identifying the Franchised System and the Unit businesses operating thereunder if our currently owned Proprietary Marks no longer can be used, or if we determine that substitution of different Proprietary Marks will be beneficial to the Franchised System.

(g) Control of Franchised System. We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the Franchised System, including any of the Proprietary Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

(h) Improvements. All present and future distinguishing characteristics, improvements and additions to or associated with the Franchised System by us, you or others, including, without limitation, all new and improved methods, product or service instructions, and preparation instructions for Plumbing Services, ingredients, new Plumbing Services and the like, and all present and future service marks, trademarks, copyrights, patents, and service mark and trademark registrations used and to be used as part of the Franchised System, and the associated goodwill, shall be our property and will inure to our benefit. You acknowledge that System Standards include non-functional trade dress that is an integral part of the System, and you covenant that you will not, directly or indirectly through an Affiliate, use the trade dress in any structure that is not the Franchised Unit. You also acknowledge that such Intellectual Property includes any product or service instructions, ideas, inventions, concepts, instructions, techniques of manufacture, preparation, display or service, or other know-how developed, marketed, or licensed as part of the Franchised System, whether created by us, an Affiliate, a predecessor, licensor or by you with our approval as outlined in the Operations Manual. You grant to us a non-exclusive, perpetual, royalty-free worldwide license of all product or service instructions, concepts, instructions, ideas, inventions, techniques of manufacture, preparation, display or service, or other know-how, advertising materials and trade secrets created by or for you for use in, by or for the Franchised Unit, and you acknowledge that we and our Affiliates may incorporate, modify, supplement, sublicense or otherwise commercialize such information as part of the Franchised System or in any other manner. At our request and expense, we may require you to execute and deliver an assignment of the ownership rights to any such Intellectual Property or such other writing as we may request to transfer ownership to us, or pursue registration or other legal protection for such Intellectual Property.

(i) Operations Manual. During the Term, we will provide you with access to the Operations Manual, in a format we choose (including, without limitation, paper, CD/DVD or online). We may from time to time revise the contents of the Operations Manual, and you will follow our instructions to make corresponding revisions to all of your copies of the Operations Manual and to comply with each change in any System Standard. If there is any dispute as to the contents of the Operations Manual, the master copy of the Operations Manual we maintain in our home office shall be controlling.

(j) Manual Controls. The Operations Manual shall at all times remain our sole property regardless of format and shall at all times be kept, and the access codes and procedures for electronic versions shall be kept, in a secure place on the Franchised Unit premises. You shall at all times treat the Operations Manual, any other written material created for or approved for use in the operation of

the Franchised Unit and the information contained therein as confidential and shall use all reasonable efforts to maintain such information as proprietary and confidential. Except for those portions of the Operations Manual that we designate in writing as appropriate for copying and use at the Franchised Unit, you shall not at any time copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized Person.

14. **REPORTS AND RECORDS. WE WILL HAVE ACCESS TO YOUR FINANCIAL INFORMATION, INCLUDING YOUR GROSS SALES NUMBERS, THROUGH THE SOFTWARE APPLICATIONS AND TECHNOLOGY WE UTILIZE FOR JOB TRACKING AND BILLING. UPON OUR REQUEST YOU WILL DELIVER TO US: COMPLETE QUARTERLY PROFIT AND LOSS STATEMENTS FOR THE FRANCHISED UNIT (AND ANY OTHER STATISTICAL REPORTS WHICH WE MAY REQUIRE UNDER THE OPERATIONS MANUAL); A COPY OF EACH MONTHLY PROFIT AND LOSS STATEMENT; AND A COPY OF ALL SALES TAX RETURNS FILED FOR THE FRANCHISED UNIT AS AND WHEN FILED WITH EACH APPROPRIATE TAXING AUTHORITY. WITHIN 90 DAYS AFTER THE END OF EACH FISCAL YEAR, YOU WILL, WITHOUT REQUEST, DELIVER TO US A COMPLETE PROFIT AND LOSS STATEMENT COVERING THE OPERATIONS OF THE FRANCHISED UNIT FOR THE PRECEDING FISCAL YEAR AND A BALANCE SHEET DATED AS OF THE CLOSE OF THAT FISCAL YEAR. WE MUST OBTAIN THIS INFORMATION TO COMPLY WITH OUR LEGAL RESPONSIBILITIES. YOU WILL KEEP ALL RECORDS OF THE FRANCHISED UNIT FOR AT LEAST SEVEN YEARS AFTER THE END OF THE FISCAL YEAR IN WHICH THEY ARE CREATED IN A MANNER AND FORM SATISFACTORY TO US AND WILL DELIVER ANY ADDITIONAL FINANCIAL, OPERATING AND OTHER INFORMATION AND REPORTS WHICH WE MAY REQUEST IN THE MANNER WE PRESCRIBE IN THE OPERATIONS MANUAL OR IN ANOTHER REASONABLE FORMAT. WE WILL HAVE THE RIGHT TO ASSEMBLE AND DISSEMINATE TO THIRD PARTIES FINANCIAL AND OTHER INFORMATION REGARDING YOU AND OTHER FRANCHISEES TO THE EXTENT REQUIRED BY LAW OR TO THE EXTENT NECESSARY OR APPROPRIATE TO FURTHER THE INTERESTS OF THE FRANCHISED SYSTEM AS A WHOLE. WE WILL HAVE THE RIGHT TO DISCLOSE YOUR BUSINESS NAME, ADDRESS AND TELEPHONE NUMBER AS THEY APPEAR IN OUR RECORDS IN OUR FRANCHISE DISCLOSURE DOCUMENTS AND TO ANY PERSON MAKING INQUIRY AS TO THE OWNERSHIP OF THE FRANCHISED UNIT. WE WILL NOT DISCLOSE SPECIFIC FINANCIAL INFORMATION REGARDING YOU OR THE FRANCHISED UNIT TO ANY PERSON WITHOUT (A) YOUR CONSENT OR (B) COMPULSION OF LAW.**

15. **INSPECTION, TESTING AND AUDIT.**

(a) Inspections. We will have the right to inspect your Franchised Unit at any time during or immediately before or after regular business hours during the Term, with or without notice to you as part of our evaluation and quality assurance programs. You will also permit us or our agents, at any reasonable time, to remove samples of Plumbing Services from your inventory, or from the Franchised Unit, without payment for such items, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether said samples meet our then current System Standards and specifications. In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of such testing if the supplier of the item has not previously been approved by us or if the sample fails to conform to our specifications.

(b) Audits. We also will have the right to audit your accounts, books of original entry, records and tax returns (including, without limitation, state and local sales tax reports and federal, state and

local income tax returns) at all times during and after the Term. You will make copies of those items available for audit at our corporate offices at your cost. If the audit discloses that Gross Sales actually exceeded the amount you reported, you immediately must pay us any additional fees required by Section 5 plus interest at the rate specified in Section 5. If the audit discloses that Gross Sales actually exceeded the amount reported by an amount equal to 2% of the originally reported Gross Sales or more, you also must reimburse us for our out-of-pocket costs and allocable administrative costs and overhead incurred for the audit and its enforcement.

16. **MARKET INTRODUCTION PLAN, ANNUAL MARKETING PLAN & LOCAL MARKETING.**

(a) We will assist you with developing a Market Introduction Plan which is intended to facilitate the introduction of the Brand to the market and support the opening of the Unit through a concentrated, consistent marketing commitment from you during the immediate pre-opening and post opening periods. You will develop the Marking Introduction Plan with the assistance of our marketing team and submit it to us for approval before your Unit is scheduled to open. If you do not timely receive our approval, you must follow up with us using alternative methods of communciation. The Market Introduction Plan should provide for spending at least $5,000 during this period on advertising, marketing and promotion of the Unit. Once accepted, you must proceed to execute and complete the Market Introduction Plan according to its timeline. We will require proof of your expenditures and execution of the Plan as accepted. We do not guarantee that the Market Introduction Plan will cause the Unit to open successfully.

(b) We will assist you with developing an Annual Marketing Plan and assist you with updating it annually thereafter if there are any changes. We reserve the right to approve of your Annual Marketing Plan each year. If you do not receive our approval of the plan, you must follow up with us using alternative methods of communciation. Once accepted, you must execute and implement the Annual Marketing Plan, including its timeline, for the year beginning January 1, or the balance of the first year of Unit operation.

(c) During each fiscal quarter, you shall spend at least 2.00% of Gross Sales for local marketing and promotional expenses of the Franchised Unit consistent with the Annual Marketing Plan. Local marketing and promotional expenses include the cost of direct mail solicitations, public relations activities, community events and sponsorships, newspaper advertisements, telephone book listings and advertisements, and other distributed promotional materials. Local marketing and promotional expenses do not include amounts spent on sign rental, consumable paper products for use in the Unit, or packaging for Plumbing Services which may contain one or more of the Proprietary Marks. You will conduct all marketing and promotional activities that use the Proprietary Marks or refer to the Franchised Unit in a dignified manner and in compliance with the System Standards and requirements we specify. You will submit for our approval samples of all advertising and promotional materials that you wish to use at least 30 days before making any financial commitment to use the materials. If we do not provide you our approval or notice of any objections to the proposed materials within 30 days after their receipt by us, the materials or content will be deemed approved. If you fail to discontinue the use of any unapproved materials within five days after notice from us, we may enter the Franchised Unit, remove any unapproved materials and hold the materials for proper disposition according to your instructions. If you do not spend at least 2.00% of Gross Sales on local marketing and advertising, you shall contribute the difference between the actual amount spent and the required amount to the 1-Tom-Plumber Brand Fund unless we have approved a lesser amount in writing.

(d) We reserve the right to establish an advisory council of franchisees that will advise us on advertising policies and other matters.

17. **ADVERTISING COOPERATIVE. WE MAY ESTABLISH ONE OR MORE ADVERTISING COOPERATIVES FROM TIME TO TIME AND, FURTHER, MAY MODIFY, TERMINATE AND REFORM ANY EXISTING ADVERTISING COOPERATIVE AT ANY TIME IN OUR SOLE DISCRETION. IF THE FRANCHISED UNIT OPERATES WITHIN A DMA FOR WHICH AN APPROVED ADVERTISING COOPERATIVE EXISTS, YOU WILL CONTRIBUTE TO THE ADVERTISING COOPERATIVE THE AMOUNTS REQUIRED BY THE COOPERATIVE UP TO 2.00% OF THE GROSS SALES OF THE FRANCHISED UNIT DURING EACH REPORTING PERIOD. UP TO 0.50% OF SUCH PAYMENTS MADE TO ANY COOPERATIVE WILL COUNT TOWARDS SATISFACTION OF YOUR MINIMUM LOCAL ADVERTISING SPENDING UNDER SECTION 16. ALL UNITS THAT WE OR OUR AFFILIATES OPERATE WILL PARTICIPATE IN ANY ADVERTISING COOPERATIVE THAT WE ESTABLISH FOR THE DMA IN WHICH THEY ARE LOCATED ON THE SAME BASIS AS THE FRANCHISED UNITS IN THE DMA. WE WILL ADMINISTER THE COOPERATIVE UNLESS WE DESIGNATE ANOTHER PARTY TO PERFORM THE ADMINISTRATIVE FUNCTIONS. THE COOPERATIVE MAY HAVE WRITTEN GOVERNING DOCUMENTS THAT WE MUST PROVIDE OR APPROVE, WHICH WILL BE AVAILABLE FOR ALL PARTICIPANTS IN THE COOPERATIVE TO REVIEW. EACH COOPERATIVE WILL MAINTAIN ACCOUNTING RECORDS AND COMPILE FINANCIAL STATEMENTS THAT WILL BE AVAILABLE FOR REVIEW BY ALL PARTICIPANTS. WE RETAIN THE POWER TO REQUIRE ANY COOPERATIVE TO BE FORMED, CHANGED, DISSOLVED OR MERGED WITH ANOTHER COOPERATIVE.**

18. **PROMOTIONAL PROGRAMS. YOU SHALL PARTICIPATE IN PROMOTIONAL PROGRAMS WE DEVELOP FOR THE FRANCHISED SYSTEM IN THE MANNER WE DIRECT IN THE OPERATIONS MANUAL OR OTHERWISE IN WRITING.**

19. **BRAND FUND. WE HAVE ESTABLISHED A BRAND FUND (THE "BRAND FUND"). YOU MUST PAY A BRAND FUND CONTRIBUTION TO US IN AN AMOUNT EQUAL TO 2.00% OF THE GROSS SALES OF THE FRANCHISED UNIT DURING THE PRECEDING WEEK IN ADDITION TO ANY DIFFERENCE REQUIRED UNDER SECTION 16(C). WE WILL ACCOUNT FOR ALL BRAND FUND CONTRIBUTIONS WE COLLECT IN A SEPARATE ACCOUNT. WE ALSO MAY DEPOSIT THE MARKETING, PROMOTIONAL AND OTHER PAYMENTS WE RECEIVE FROM SUPPLIERS INTO THE BRAND FUND. WE WILL DISBURSE THE BRAND FUND TO PAY FOR MARKETING, ADVERTISING, PROMOTIONAL, PUBLIC RELATIONS, AND OTHER SIMILAR ACTIVITIES INTENDED TO BENEFIT 1-TOM-PLUMBER UNITS, AND THEIR ADMINISTRATION. THOSE ACTIVITIES MAY INCLUDE (WITHOUT LIMITATION) (A) MARKET RESEARCH, (B) TECHNOLOGY DEVELOPMENT AND IMPLEMENTATION, (C) CUSTOMER SERVICE, LOYALTY AND REWARD PROGRAMS, (D) MEDIA PURCHASES, (E) ADVERTISING PRODUCTION, (F) ADVERTISING AND PUBLIC RELATIONS AGENCY FEES AND EXPENSES, (G) PRODUCT RESEARCH AND DEVELOPMENT, (H) DEVELOPING AND IMPLEMENTING MARKETING STRATEGIES, ANNUAL UNIT MARKETING PLAN TEMPLATES AND SUPPORTING THE EVOLUTION OF THE MARKET INTRODUCTION PROGRAM, (I) DEVELOPING AND PROTECTING OUR INTELLECTUAL PROPERTY, (J) FRANCHISEE CONFERENCES; AND (K) OPERATING AN AUTOMATED CENTRAL DISPATCH SYSTEM FOR CONTACTS FROM PROSPECTIVE CUSTOMERS. WE ALSO MAY USE THE BRAND FUND TO PAY OR REIMBURSE US FOR OUR ADMINISTRATIVE OVERHEAD INCURRED FOR ACTIVITIES**

SUPPORTED BY THE BRAND FUND. ANY MONEYS IN THE BRAND FUND NOT SPENT AT THE END OF EACH FISCAL YEAR WILL REMAIN IN THE BRAND FUND, PROVIDED THAT AMOUNTS CONTRIBUTED TO THE BRAND FUND MAY BE USED TO PAY TAXES ASSOCIATED WITH UNSPENT AMOUNTS ON DEPOSIT IN THE BRAND FUND. WE WILL HAVE THE SOLE AND EXCLUSIVE DISCRETION TO DIRECT ALL ACTIVITIES AND PROGRAMS FUNDED BY THE BRAND FUND. WE GENERALLY WILL ADMINISTER THE BRAND FUND FOR THE BENEFIT OF ALL UNITS. YOU ACKNOWLEDGE THAT WE HAVE NO OBLIGATION EXPEND BRAND FUND AMOUNTS FOR YOUR BENEFIT EQUIVALENT OR PROPORTIONATE TO YOUR BRAND FUND CONTRIBUTIONS, AND WE DO NOT WARRANT OR GUARANTEE THAT YOU WILL RECEIVE OR DERIVE ANY BENEFIT FROM BRAND FUND ACTIVITIES. WE WILL MAKE ALL STUDIES AND REPORTS PRODUCED BY THE BRAND FUND AVAILABLE TO YOU AT NO COST AS CONFIDENTIAL INFORMATION. WE WILL MAKE COPIES OF ALL MATERIALS PRODUCED BY THE BRAND FUND FOR FRANCHISEE USE AVAILABLE TO YOU AT YOUR EXPENSE. WE WILL NOT USE THE BRAND FUND FOR ADVERTISING AND PROMOTION TO PROMOTE FRANCHISE RECRUITMENT ONLY, BUT WE MAY INCLUDE FRANCHISE RECRUITMENT LANGUAGE IN PUBLIC RELATIONS MATERIALS, GENERAL SOCIAL MEDIA, THE 1-TOM-PLUMBER WEBSITE AND CONSUMER MARKETING MATERIALS AND CONTENT. WE MAY SUSPEND, TERMINATE AND REINSTATE THE BRAND FUND AT ANY TIME. THE BRAND FUND WILL NOT TERMINATE, HOWEVER, UNTIL WE HAVE SPENT ALL MONEYS IN THE BRAND FUND FOR THE PURPOSES SET FORTH ABOVE.

20. **PUBLICITY AND PROMOTIONAL MATERIALS. WE WILL HAVE THE RIGHT TO PHOTOGRAPH THE FRANCHISED UNIT OR VEHICLES AND TO USE THE PHOTOGRAPHS IN ANY OF OUR PUBLICITY OR ADVERTISING PROGRAMS. YOU CONSENT TO SUCH PHOTOGRAPHY AND USE, AND COVENANT TO COOPERATE IN SECURING THE PHOTOGRAPHS AND THE CONSENTS OF ANY INDIVIDUALS PICTURED. YOU WILL PLACE FRANCHISE RECRUITMENT ADVERTISING AND PROMOTIONAL MATERIALS FOR 1-TOM-PLUMBER FRANCHISES IN THE FRANCHISED UNIT AND ON OR IN THE VEHICLES IF AND WHEN WE SO REQUEST.**

21. **INSURANCE.**

(a) Before opening the Franchised Unit, you must obtain and thereafter maintain during the Term the following minimum amounts and policy forms of insurance from a responsible carrier or carriers authorized to write coverage in your state having an A.M. Best rating of at least A-VI and that we find acceptable. The type of coverage includes:

1. "All Risk" property coverage including a property damage limit for the full cost of replacement of the Franchised Unit and business interruption coverage for up to twelve months of projected earnings;

2. Business Automobile Liability covering liability arising out of any auto (including owned, hired and non-owned autos), with a minimum of $1 million combined single limit each accident;

3. Workers' Compensation or legally appropriate alternative covering all employees and contractors working at the Franchised Unit for statutory limits and Employers Liability with minimum limits of $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease for each employee and $1,000,000 bodily injury disease aggregate;

4. Commercial Umbrella Liability insurance with total liability limit of at least $5,000,000;

5. Cyber coverage insurance of $250,000;

6. Professional liability insurance with a limit of $1 million per occurrence and $2 million aggregate;

7. Employment practices liability insurance with a limit of $1,000,000;

8. Employee Dishonesty/Fidelity insurance with a limit of $100,000; and

9. Other insurance as may be required by the state or locality of the Franchised Unit

(b) Other Provisions. All of the liability insurance policies, other than Workers' Compensation, must name us, 1 Tom Plumber Global Inc., 1 Tom Plumber Brand Inc., 1 Tom Plumber Supply Inc. and their respective officers, directors, members, shareholders, partners and employees as additional insureds on a primary basis for operations of the Franchised Unit. The form of additional insured endorsement will be ISO CG 2010 11 85 Form B or its equivalent. If the additional insured has other insurance applicable to a loss, it will be on an excess or contingent basis. The additional insured's insurance coverage will not be reduced by the existence of such other insurance. Your policies must constitute primary policies of insurance with regard to other insurance, must contain a waiver of subrogation provision in favor of us as it relates to the operation of the Franchised Unit, and must provide for at least 30 days' notice to us prior to cancellation, non-renewal or amendment. Your policies may provide the minimum limits set forth above through a single policy or through the combination of primary and umbrella policies. We may modify the policy limits, policy requirements and coverage types during the Term in the Operations Manual.

(c) Certificate of Insurance. Before you commence renovation or construction of the Franchised Unit, you must furnish us with certificates of insurance evidencing that you have obtained the required insurance in the forms and amounts as specified above. You must deliver evidence of the continuation of the required insurance policies at least 30 days prior to the expiration dates of each existing insurance policy. If you fail to acquire and maintain the required insurance coverage, we will have the right (but not the obligation), at your expense, to acquire and administer the required minimum insurance coverage on your behalf. We may end all of our duties with respect to the administration of any required insurance policies by giving you 10 days' notice.

(d) Remedial Insurance. If you, for any reason, shall fail to procure or maintain the insurance required by this Agreement and the Operations Manual, we shall have the right and authority (without any obligation to do so) immediately to procure such insurance and to charge the cost to you, together with a reasonable fee for acquiring each policy. You shall pay the same to us immediately upon notice.

22. **ASSIGNMENTS & TRANSFERS.**

(a) Our Assignments. We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. You are not the third party beneficiary of any contract with a third party to provide services to you under this Agreement, but we are responsible for the performance of all of our obligations to you under this Agreement. We may dissolve, terminate and wind up our business under applicable law but we will

transfer the System and this Agreement to a party that will perform the franchisor's obligations and that will assume this Agreement in writing. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

(b) Your Assignments. This Agreement is personal to you (and your Owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your Owners and the Guarantors, if any) to sign this Agreement with you. You may not directly or indirectly transfer, assign, grant a security interest in, or pledge any direct or indirect interest in this Agreement, the Franchised Unit, the Vehicles, the Central Office or in you to any Person without our prior consent, which we may withhold or condition in our sole discretion.

(c) Transfer Conditions. We condition our consent to a transfer or assignment on satisfaction of one or more of the following: (i) the proposed transferee must satisfy all of the requirements and conditions then being used to qualify as a new franchisee of ours; (ii) the proposed transferee must comply with Section 24; (iii) you must satisfy all of your monetary obligations then due and owing to us and our Affiliates; (iv) you must cure all existing defaults under this Agreement; (v) you and your guarantors must execute and deliver a general release of all claims and causes of action against us and our Affiliates; (vi) the transferee must execute and deliver our then current form of franchise agreement with the same Royalty Fee and the same expiration date and remaining Successor Term (if any) as set forth in this Agreement; (vii) you must pay us a "Transfer Fee" equal to 25% of the then current initial franchise fee for the Franchised Unit if you transfer this Agreement or the Franchised Unit, or in the event of an ownership change involving a change of Control unless the transfer is (1) an initial transfer of the Franchised Unit and this Agreement from an individual to an entity owned by the individual or (2) equity interests conveyed to any of your existing owners or any member of your immediate family; and (viii) the purchase price paid by the proposed transferee must not negatively impact the viability of the Unit in our sole discretion. If you are an individual, then in the event of your death, permanent disability or appointment of a guardian for you, this Agreement will terminate 6 months after your death, permanent disability or appointment of a guardian unless we give our consent within that 6-month period to the assignment of this Agreement to a successor by law. The Transfer Fee is not refundable once paid.

(d) Transfer to Preferred Transferee. The Transfer Fee will be waived if the transaction meets the following criteria for transfer to a "Preferred Transferee," which we define as any of the following: (i) any entity controlled by the transferor franchisee, (ii) an entity or wholly owned subsidiary of an entity that has been a System franchisee for at least five years prior to the transfer date and has had, during such five year period, no defaults that remained uncured after the expiration of the cure period and no events that would have allowed us to terminate without a right to cure under any Franchise Agreement with us, (iii) an entity that is owned and subject to Control by a Person who has owned or managed a 1-Tom-Plumber Unit for a period of at least five years, or (iv) the transfer occurs as a result of the death or disability of an Owner and the steps required in Section 25 are observed. The transferee will be required to take and pay for 1TP at our then current tuition charge, which as of the Effective Date is $5,000.

23. RIGHTS OF FIRST REFUSAL AND PURCHASE OPTION.

(a) Prior to the sale or transfer of any interest that constitutes Control (the "Offered Interest") of the Franchised Unit, of one of your Vehicles, or of you, you must notify us of the proposed sale or transfer and deliver to us the name and address of the proposed purchaser or transferee, the proposed purchase price, and all other terms and conditions of the proposed sale or transfer of the Offered Interest. In addition, you must deliver to us one photocopy of all proposed purchase agreement, if any and all other agreements and instruments signed and to be signed in the transaction, and copies or electronic access to

all diligence, offering and other materials furnished to the proposed purchaser as part of the selling process. Within 30 days after we receive the foregoing notice and materials, we will have the right and option to send notice to you that we intend to acquire the Offered Interest on the same terms and conditions as contemplated by the third party. If we do not send notice of our intent to acquire the Offered Interest within the 30-day period, you may proceed with the sale or transfer as disclosed to us, subject to our rights as set forth in Section 22 of this Agreement, as long as the terms and conditions of the sale or transfer stay identical to those as originally disclosed to us. If we do not exercise our right of first refusal, you have 60 calendar days or as stipulated by law to complete the sale. Our failure to exercise our right of first refusal will not constitute a waiver of any other provision of this Agreement, or our right of first refusal as to any subsequent proposed sale or transfer. Any material change in the terms of the proposed sale or transfer prior to closing will constitute a new sale or transfer, subject to the same right of first refusal by us as for the initial sale or transfer. Any sale or transfer attempted without first giving us the right of first refusal specified in this Section 23 will render the attempted sale or transfer null and void. We may utilize the remedy of specific performance to enforce this right.

(b) Within thirty (30) days before or after the termination or expiration of this Agreement, we have the right and option to purchase the Franchised Unit tangible assets and assume the Lease for the Central Office. We will give you notice of our intent to purchase within this time frame, and in response you will provide us with current copies of the Lease for the Central Office, a complete schedule of the Franchised Unit's tangible assets and their book value, a profit and loss statement for the twelve full months preceding the date of the notice and a copy of all federal and state sales and income tax returns and tax payment verification of the Franchised Unit and your franchisee entity filed during or for that period, a list of employees and their current compensation, and a list of all vendors and suppliers for the Franchised Unit. We will send you a written offer to purchase the assets at fair market value within ten (10) days after we receive all of this information, together with conveyancing documents. If you do not accept the offer within that time, you may make a counter offer within ten (10) days after you receive our offer. If we do not accept the offer and we elect to proceed with the transaction, than the purchase price for the tangible assets will the greater of (i) the book value of the tangible assets shown on the schedule you send us, or (ii) three (3) times the earnings before interest, taxes, depreciation and amortization shown on the profit and loss statement you sent to us. We will hold back from the purchase price an amount equal to unpaid state sales taxes for the months you have not paid plus two months' average sales tax payments until you provide a state sales tax clearance letter from your state. We will close the transaction within ten (10) days after the purchase price has been determined or agreed, subject to your first obtaining consent of the landlord of the location to assignment of the Lease. If that consent has not been obtained within twenty (20) days after the price has been determined, then we may abandon the transaction at any time before the consent is obtained. We will cooperate to obtain such consent, but will not agree to modification of the Central Office Lease or providing a personal guaranty as a condition to such consent.

24. **BUSINESS ENTITY FRANCHISEE. IF YOU CONSTITUTE A BUSINESS ENTITY, EACH OF YOUR OWNERS MUST EXECUTE THE GUARANTY AND RESTRICTION AGREEMENT ATTACHED AS ATTACHMENT C. YOUR CERTIFICATE OF INCORPORATION, SHAREHOLDERS' AGREEMENT, PARTNERSHIP AGREEMENT, TRUST AGREEMENT, OPERATING AGREEMENT, OR OTHER SIMILAR AGREEMENT (A "CORE AGREEMENT") MUST PROVIDE THAT YOUR PURPOSE WILL CONSIST ONLY IN THE DEVELOPMENT, OWNERSHIP, OPERATION AND MAINTENANCE OF 1-TOM-PLUMBER UNITS. THE CORE AGREEMENT MUST PROHIBIT THE ISSUANCE OF ANY ADDITIONAL EQUITY OWNERSHIP INTERESTS OR THE TRANSFER, ASSIGNMENT OR PLEDGE OF ANY ISSUED EQUITY OWNERSHIP INTERESTS WITHOUT OUR CONSENT AND MUST PROVIDE THAT EACH CERTIFICATE OR DOCUMENT ISSUED TO EVIDENCE ANY EQUITY OWNERSHIP INTEREST WILL CONTAIN A LEGEND DISCLOSING THE**

FOREGOING RESTRICTION. IN GIVING OUR CONSENT UNDER SECTION 22 TO ANY ISSUANCE OR TRANSFER OF YOUR EQUITY INTERESTS, WE MAY IN OUR DISCRETION IMPOSE ONE OR MORE CONDITIONS, INCLUDING (WITHOUT LIMITATION) THE REQUIREMENT THAT THE INDIVIDUAL BENEFICIAL OWNER OF THE EQUITY OWNERSHIP INTEREST EXECUTE THE FORM OF GUARANTY AND RESTRICTION AGREEMENT ATTACHED AS ATTACHMENT C OR A SUPPLEMENT TO THE ORIGINAL SUCH AGREEMENT ACCEPTABLE TO US IN FORM AND SUBSTANCE ADDING SUCH PERSON AS A "GUARANTOR." YOU MUST DELIVER TO US ALL OF THE DOCUMENTS DEMONSTRATING COMPLIANCE WITH THIS SECTION WHEN WE SO REQUEST.

25. **DEATH OR APPOINTMENT OF GUARDIAN OR CONSERVATOR OF A PRINCIPAL. UPON THE DEATH OF AN OWNER, OR THE APPOINTMENT OF A PERMANENT GUARDIAN OR CONSERVATOR TO MANAGE THE OWNER'S AFFAIRS, THE OWNER'S TRUSTEE, CONSERVATOR OR OTHER PERSONAL REPRESENTATIVE MAY HOLD THE DECEASED'S EQUITY INTEREST IN THE FRANCHISEE ENTITY FOR UP TO SIX MONTHS AND MAY ONLY TRANSFER THE DECEASED'S INTEREST FROM THE ESTATE, A TESTAMENTARY TRUST OR INTER VIVOS TRUST TO A THIRD PARTY WE APPROVE UNDER THE PROCEDURES SET FORTH IN THIS AGREEMENT. IF THE OWNER WAS THE OWNER-OPERATOR, THEN WE MAY TREAT THE PERSONAL REPRESENTATIVE, TRUSTEE OR CONSERVATOR AS THE OWNER-OPERATOR UNTIL YOU APPOINT SOMEONE ELSE. ANY FAILURE TO COMMENCE ADMINISTRATION OF THE DECEDENT'S ESTATE WITHIN 90 DAYS AFTER DEATH OR ANY DISTRIBUTION OF THE DECEDENT'S EQUITY INTEREST IN THE FRANCHISEE ENTITY WITHOUT OUR CONSENT IF SUCH DISTRIBUTION OPERATES AS AN ASSIGNMENT, IS A MATERIAL BREACH OF THIS AGREEMENT.**

26. **TEMPORARY DISABILITY OF AN OWNER. IF A PHYSICIAN, COURT OR ADMINISTRATIVE AGENCY DETERMINES THAT AN OWNER-OPERATOR OR AN OWNER OWNING A CONTROLLING INTEREST IN YOU HAS BECOME TEMPORARILY DISABLED AND INCOMPETENT TO MANAGE HIS OR HER OWN AFFAIRS, WE HAVE THE RIGHT TO REQUIRE THAT A DIFFERENT OWNER-OPERATOR BE APPOINTED UNTIL THE OWNER'S PERMANENT STATUS IS DETERMINED. WE MAY REQUIRE THAT THE OWNER'S EQUITY INTEREST BE TRANSFERRED TO A THIRD PARTY ACCEPTABLE TO US FOLLOWING THE ASSIGNMENT CONDITIONS AND PROCEDURES IN THIS AGREEMENT IF THE TEMPORARY DISABILITY DOES NOT RESOLVE WITHIN SIX MONTHS AFTER THE TEMPORARY DISABILITY IS DETERMINED.**

27. **SECURITIES OFFERINGS. IF YOU INTEND TO ENGAGE IN A PUBLIC OR PRIVATE OFFERING OF YOUR EQUITY INTERESTS, THEN YOU MUST SUBMIT FOR OUR REVIEW YOUR OFFERING MATERIALS OR PROSPECTUS BEFORE YOU FILE THE DOCUMENT OR COMMENCE ITS USE. NO OFFERING BY YOU OR ANY AFFILIATE SHALL IMPLY (BY USE OF THE PROPRIETARY MARKS OR OTHERWISE) THAT WE ARE PARTICIPATING IN AN UNDERWRITING, ISSUANCE OR OFFERING OF YOUR SECURITIES OR THOSE OF AFFILIATES. OUR REVIEW OF ANY OFFERING MATERIAL SHALL BE LIMITED SOLELY TO THE RELATIONSHIP BETWEEN YOU AND US (AND ANY OF OUR AFFILIATES, IF APPLICABLE), AN ACCURATE DESCRIPTION OF OUR SYSTEM, AND THE ABSENCE OF ANY DISCLOSURE OF CONFIDENTIAL INFORMATION ABOUT US OR THE SYSTEM. WE MAY, AT OUR OPTION, REQUIRE THAT THE OFFERING MATERIALS MAKE A WRITTEN STATEMENT WE PRESCRIBE ABOUT THE LIMITATIONS STATED IN THE PRECEDING SENTENCE. YOUR INDEMNIFICATION**

OBLIGATIONS IN SECTION 35 INCLUDE CLAIMS RELATING TO YOUR SECURITIES OFFERING, DISCLOSURE MATERIALS AND COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. FOR EACH PROPOSED OFFERING, YOU SHALL PAY US A NON-REFUNDABLE FEE $10,000 WHEN YOU REQUEST OUR PARTICIPATION. WE RESERVE THE RIGHT TO CHANGE YOU SUCH GREATER AMOUNT AS IS NECESSARY TO REIMBURSE US FOR OUR REASONABLE COSTS AND EXPENSES (INCLUDING LEGAL AND ACCOUNTING FEES) FOR REVIEWING THE PROPOSED OFFERING MATERIALS. YOU MUST SUBMIT YOUR OFFERING MATERIALS FOR OUR REVIEW AT LEAST 30 DAYS IN ADVANCE OF THE ANTICIPATED FILING OR RELEASE DATE. ANY SUCH OFFERING SHALL BE SUBJECT TO OUR APPROVAL AS TO THE STRUCTURE AND CONTROL OF THE OFFEROR (AND YOU, IF YOU ARE NOT THE OFFEROR) AFTER THE FINANCING IS COMPLETED. YOU SHALL REIMBURSE US FOR OUR REASONABLE COSTS AND EXPENSES (INCLUDING LEGAL AND ACCOUNTING FEES) FOR REVIEWING PERIODIC REPORTS FILED BY YOU AS ISSUER OR REGISTRANT.

28. **TERMINATION BY YOU. IF WE SUBSTANTIALLY FAIL TO PERFORM ANY OF OUR MATERIAL OBLIGATIONS TO YOU UNDER THIS AGREEMENT, YOU MUST GIVE US WRITTEN NOTICE OF NON-PERFORMANCE AND AT LEAST 60 DAYS TO CURE THE FAILURE. IF THE FAILURE CONTINUES AT THE END OF SUCH 60-DAY CURE PERIOD, YOU MAY TERMINATE THIS AGREEMENT ON WRITTEN NOTICE TO US DELIVERED AT ANY TIME BEFORE WE CURE THE FAILURE. YOU MAY NOT WITHHOLD THE PAYMENT OF ANY FEES DUE UNDER THIS AGREEMENT DURING THE PENDENCY OF CURE PERIOD, AND ANY PAYMENT BY YOU OF FEES ACCRUING AFTER THE EXPIRATION OF THE CURE PERIOD WILL BE DEEMED A WAIVER OF OUR DEFAULT BY YOU.**

29. **TERMINATION BY US FOR INCURABLE DEFAULTS. WE MAY TERMINATE THIS AGREEMENT EFFECTIVE IMMEDIATELY (OR AT THE EARLIEST TIME ALLOWED UNDER APPLICABLE LAW, OR AFTER A CURE PERIOD WHICH WE MAY ALLOW IN OUR SOLE DISCRETION) UPON WRITTEN NOTICE TO YOU FOR ANY OF THE FOLLOWING EVENTS:**

(a) You close or abandon the Franchised Unit or a Vehicle for a period of (i) three consecutive business days, (ii) five days in any 12-month period, (iii) during the hours and days of required Unit operation under the Operations Manual, except for any closure, remodeling or vacation we approve in advance, and except during the pendency of any force majeure event beyond your control;

(b) You or any of your Owners who is a Guarantor request the appointment of a receiver or have a receiver appointed for the Franchised Unit, you or any of your or their assets;

(c) You or any of your Owners who is a Guarantor become insolvent or make a general assignment for the benefit of your or their creditors;

(d) You or any of your Owners who is a Guarantor commence a case for relief or have an order for relief entered for you or them under the United States Bankruptcy Code or any foreign equivalent, or file or have filed against you a case for reorganization that is not dismissed within 60 days after filing;

(e) You or any of your Owners suffer a conviction for, or plead guilty or *nolo contendere* to a crime involving moral turpitude or any other offense, or an incident occurs at or involving the Unit or an off-premises service provided by the Unit, reasonably likely, in our opinion, to have an

adverse effect on the goodwill of the Proprietary Marks or name and reputation with the consuming public of 1-Tom-Plumber Units;

(f) We discover a material inaccuracy in any of your representations in this Agreement or in any application you submitted to us to become a franchisee, or make materially false statements to us or any of our Affiliates;

(g) You underreport Gross Sales for any calendar quarter or calendar year (i) by two percent or more at least three times in any 36-month period, or (ii) by at least five percent for any Reporting Period or calendar year;

(h) You maintain false books or records or submit materially false reports to us or any of our Affiliates, including submission of false tax returns and forms or you have collected from customers for taxes and fail to turn over such amounts, unless you are properly contesting your obligation to pay or the amount of taxes due;

(i) You fail to obtain our advance written permission when required under this Agreement;

(j) You breach any provision of this Agreement on three occasions within any 12-month period, with our having given you the required notice of the first two breaches (whether or not timely cured by you);

(k) You violate any of Sections 8(b), 9(h), 11, 12, 22, 23, 25, 26, or 27, or commit a breach which, by its nature, you cannot cure or with regard to which you notify us that you do not intend to cure;

(l) A court, administrative tribunal, health department having jurisdiction over the Franchised Unit or an independent laboratory determines that a preventable incident of illness is attributable to the Franchised Unit, and we determine in good faith that such incident resulted from your breach of System Standards or this Agreement;

(m) You operate the Franchised Unit, or allow the Franchised Unit to be used, in a manner that, in our sole discretion, in any way jeopardizes the safety or welfare of customers, the public or the Unit staff, violates applicable law, or is damaging or potentially damaging to the goodwill, reputation and good name of the Proprietary Marks and the 1-Tom-Plumber brand;

(n) You default under any indebtedness with an outstanding principal amount of at least $100,000, such indebtedness is accelerated and you do not repay, refinance or cause the reversal of the acceleration of the indebtedness to restore its original payment terms within 30 days;

(o) You fail to either (1) gain our acceptance of your proposed Central Office site, and/or (2) open your Franchised Business with our authorization under Section 6(i) of this Agreement on or before the date specified for opening in Attachment A to the Franchise Agreement.

(p) You fail to pay us the minimum monthly Royalty Fee of $2,500 each month beginning one year after your Opening Date; or

(q) You fail to complete the intial training to our satisfaction.

30. **TERMINATION BY US FOR CURABLE DEFAULTS. WE MAY TERMINATE THIS AGREEMENT IF YOU FAIL TO CURE ANY MONETARY DEFAULT AFTER AT LEAST FIVE BUSINESS DAYS' NOTICE OF THE MONETARY DEFAULT. WE MAY TERMINATE THIS AGREEMENT IF YOU FAIL TO CURE ANY NON-MONETARY DEFAULT AFTER AT LEAST 30 DAYS' NOTICE OF THE NON-MONETARY DEFAULT. A MONETARY DEFAULT MEANS YOUR FAILURE TO MAKE ANY PAYMENTS AS AND WHEN DUE TO US OR TO OUR AFFILIATES, OR TO MAINTAIN THE INSURANCE REQUIRED UNDER THIS AGREEMENT. A NON-MONETARY DEFAULT MEANS (A) ANY DEFAULT IN THE PERFORMANCE OF ANY OF YOUR OTHER OBLIGATIONS UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT WITH US OR OUR AFFILIATES, OTHER THAN THE FAILURE TO MAKE ANY PAYMENTS AS AND WHEN DUE TO US OR OUR AFFILIATES; OR (B) ANY CONDITION WHICH MAKES THE CONTINUED OPERATION OF THE FRANCHISED UNIT MORE LIKELY THAN NOT A DANGER TO PUBLIC HEALTH OR SAFETY. NOTWITHSTANDING THE FOREGOING, WE WILL NOT TERMINATE THIS AGREEMENT SOLELY BECAUSE YOU OR AN AFFILIATE DEFAULTS UNDER ANOTHER WITH US.**

31. **TERMINATION BY US FOR COMMERCIAL IMPRACTICABILITY. THE PARTIES AGREE THAT THE COMMERCIAL PURPOSE OF THIS AGREEMENT IS FOR US TO LICENSE THE FRANCHISED SYSTEM SPECIFIED BY US TO YOU FOR USE IN OPERATING THE FRANCHISED UNIT STRICTLY IN ACCORDANCE WITH THE OPERATIONS MANUAL, IN EXCHANGE FOR PAYMENT OF THE FEES AND UNDER THE CONDITIONS SET FORTH IN THIS AGREEMENT. THIS AGREEMENT INTENDS FOR YOU TO CONTROL THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE EMPLOYEES OF THE FRANCHISED UNIT, AND TO SUPERVISE SUCH EMPLOYEES AS THEIR EMPLOYER, AS SET FORTH IN SECTION 38, WITHOUT CONSTITUTING US AS A JOINT EMPLOYER OF YOU OR YOUR EMPLOYEES. YOU ACKNOWLEDGE THAT WE ARE NOT IN THE BUSINESS OF OWNING AND OPERATING ANY FRANCHISED UNIT, AND YOU HAVE INDEPENDENTLY DECIDED TO ENTER INTO THIS AGREEMENT TO OBTAIN THE RIGHT TO USE THE FRANCHISED SYSTEM SO AS TO ENTER INTO THE TRADE AND BUSINESS CONTEMPLATED BY THE FRANCHISED SYSTEM. WE MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO YOU WITHOUT PENALTY AND WITHOUT PAYMENT OF ANY REFUNDS OR DAMAGES TO YOU, AND YOU WILL FOLLOW YOUR POST-TERMINATION OBLIGATIONS UNDER SECTION 33 AT YOUR EXPENSE, IF WE DETERMINE IN OUR SOLE DISCRETION THAT EITHER (I) A LAW OR REGULATION IS ENACTED, PROMULGATED, REPEALED, MODIFIED OR AMENDED, (II) A JUDICIAL OR ADMINISTRATIVE TRIBUNAL OR ADMINISTRATIVE AGENCY HAS ISSUED, PUBLISHED OR RELEASED A DECISION, RULING OR OPINION IN A MATTER NOT INVOLVING THE PARTIES DIRECTLY OR INDIRECTLY THAT WE REASONABLY EXPECT WILL AFFECT APPLICABLE LAW OR ITS INTERPRETATION, OR (III) AN ADMINISTRATIVE AGENCY, ARBITRATOR OR JUDGE HAS ISSUED AN INTERIM OR FINAL DECISION IN A MATTER IN WHICH THE PARTIES ARE INVOLVED DIRECTLY OR INDIRECTLY, WHICH (A) FRUSTRATES OR ADVERSELY AFFECTS OR COULD REASONABLY BE EXPECTED TO AFFECT ADVERSELY THE PURPOSES OF THIS AGREEMENT, (B) MAKES PERFORMANCE OF THIS AGREEMENT COMMERCIALLY IMPRACTICABLE, (C) EFFECTIVELY MODIFIES THE ALLOCATION OF RISK, BENEFITS AND BURDENS AGREED BY THE PARTIES, (D) DEPRIVES ANY PARTY OF ITS BENEFITS OF THE BARGAIN STRUCK BY THE PARTIES, AS ORIGINALLY SET FORTH IN THIS AGREEMENT, OR (E) DETERMINES THAT AN EMPLOYMENT OR A JOINT EMPLOYMENT RELATIONSHIP EXISTS BETWEEN US AND YOU.**

32. **CERTAIN WAIVERS.**

(a) You and we waive the right to pursue and receive any exemplary and punitive damages against the other party in any dispute arising under this Agreement or relating to the franchise relationship, whether asserted as a related or independent tort, as a breach of contract, or as any other claim or cause of action based on constitutional, statutory or common law.

(b) THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

33. **OBLIGATIONS UPON TERMINATION OR EXPIRATION.**

(a) Upon the termination or expiration of this Agreement for any reason, all of your rights under this Agreement will terminate and you will (a) abide by the non-competition and confidentiality provisions contained in Sections 11 and 12 of this Agreement; (b) promptly pay us and our Affiliates all amounts then due us and them; (c) not use or adopt the Franchised System or any of the Proprietary Marks or Intellectual Property; (d) remove from the Franchised Unit and Vehicles all signs, emblems and displays using any Proprietary Marks or identifying it as associated with the Franchised System; (e) cease to use and return to us the Operations Manual and other proprietary materials delivered to you under this Agreement; (f) change the exterior and interior design and decor of the Franchised Unit and Vehicles and make any and all changes in signs, buildings and structures which we direct to distinguish the building from its former appearance as a Unit or 1-Tom-Plumber vehicle; (g) cease to hold yourself out in any way as our franchisee or to do anything which would indicate any relationship between you and us, except pursuant to the terms of a separate agreement with us; (h) change the exterior and interior design and décor of the Franchised Unit and Vehicles and make all changes in signs, buildings and structures which we direct to distinguish the building from its former appearance as a Franchised Unit or 1-Tom-Plumber vehicle; and (i) transfer to us all telephone listings, domain names, and web pages for the Franchised Unit or which contain, use or display any of our Proprietary Marks or Intellectual Property. You will complete all modifications within 30 days after the termination or expiration of this Agreement. If you fail to complete such modifications or fail to transfer or return such property within 30 days as contemplated above in this Section, or should you indicate at such time earlier than 30 days that you do not intend or are unable to comply with this Section, you appoint us as your attorney-in-fact to perform such acts in your stead and for your account. You will reimburse us for all of our costs and expenses, including without limitation administrative overhead and employee salaries, that we may incur in acting as your attorney-in-fact to perform such acts.

(b) You acknowledge that the parties cannot determine the exact amount of damages resulting from termination prior to the expiration of a Term. If this Agreement terminates for any reason other than our material breach and our failure to cure the breach within a reasonable time after you give us written notice of the breach but not less than 60 days, then in addition to any and all other remedies and causes of action available to us, you will pay us Liquidated Damages in addition to amounts due to us accruing under this Agreement prior to termination. You and we agree that Liquidated Damages as defined herein is a reasonable estimate of the actual damages which we will sustain as a result of the termination and is not a penalty. Payment of Liquidated Damages will constitute neither a waiver of your obligation to comply with the foregoing post-termination requirements nor a license to use the Franchised System.

34. **INJUNCTIVE RELIEF. ANY PARTY HAS THE RIGHT IN A SITUATION WHERE THERE IS AN IMMINENT THREAT OF HARM TO THE LEGAL RIGHTS OF A PARTY AND DAMAGES WOULD NOT BE ADEQUATE RELIEF TO SEEK A TEMPORARY RESTRAINING ORDER AND TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION. YOU ACKNOWLEDGE THAT MONEY**

DAMAGES MAY NOT BE SUFFICIENT TO COMPENSATE US FOR THE IRREPARABLE HARM CAUSED BY LOSS OF CERTAIN RIGHTS, PROPERTY, BENEFITS AND PRIVILEGES RESERVED TO US UNDER THIS AGREEMENT AS A RESULT OF YOUR BREACH OF THIS AGREEMENT, INCLUDING WITH LIMITATION YOUR BREACH OF SECTIONS 5(L), 6(I), 8(C), 8(D), 8(H), 9, 11, 12, 13, 15, 22, 23, 27, AND 33. IF YOU BREACH OR WE REASONABLY ANTICIPATE THAT YOU MAY BREACH ANY OF THESE PROVISIONS OR ANY OTHER PROVISION OF THIS AGREEMENT, THEN YOU COVENANT, ACKNOWLEDGE AND AGREE THAT WE HAVE THE RIGHT TO SEEK AND OBTAIN INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE, OBSERVE AND PRESERVE THE TERMS, CONDITIONS AND PROCEDURES SPECIFIED IN THIS AGREEMENT WITHOUT POSTING ANY BOND OR SECURITY. IF THE COURT SHALL REQUIRE BOND OR SECURITY, YOU AGREE THAT THE PRINCIPAL SUM OF $1,000 POSTED AS A BOND OR SECURITY IS SUFFICIENT. THIS COVENANT IS INDEPENDENT, SEVERABLE AND ENFORCEABLE NOTWITHSTANDING ANY OTHER RIGHTS OR REMEDIES THAT ANY PARTY MAY HAVE.

35. **INDEMNIFICATION BY FRANCHISEE.**

(a) You will, at all times, indemnify and hold harmless to the fullest extent permitted by law, us, our parent entity (member), our Affiliates, the respective shareholders, members, directors, officers, employees, agents and representatives of each of them, and their respective successors and assigns, from all Losses and Expenses incurred in any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

1. Warranty claim resolutions relating to your Plumbing Services;

2. Your infringement, alleged infringement or any other violation or alleged violation of any trademark, copyright, patent, or other proprietary right owned or controlled by third parties;

3. Your violation, breach or alleged violation or breach (i) of any contract, federal, state or local law, regulation, ruling, standard or directive or (ii) arising out of your business activities hereunder;

4. Libel, slander or any other form of personal injury by you or arising out of your business activities hereunder;

5. Your violation or breach of any warranty, representation, agreement or obligation in this Agreement, including without limitation your obligation to obtain and maintain insurance, and to perform your in-term and post-term obligations; or

6. Acts, errors or omissions of you or any of your agents, servants, employees, contractors, Owners, partners, Affiliates or representatives.

(b) Notice of Claims. You will give us notice of any such action, suit, proceeding, claim, demand, inquiry or investigation. At your expense and risk, we may elect to assume (but under no circumstance is obligated to undertake), the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation. Such an undertaking by us shall, in no manner or form, diminish your obligations under this Section.

(c) Risk of Loss. All Losses and Expenses incurred under this Section shall be chargeable to and paid by you as your obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity or defense.

(d) No Assumption of Liability. The Persons or parties indemnified do not assume any liability whatsoever for acts, errors, or omissions of those with whom Franchisee may contract, regardless of the purpose. Franchisee's hold harmless and indemnity obligation shall include all Losses and Expenses that may arise out of any acts, errors or omissions of these third parties.

(e) Remedial Action. In order to protect Persons or property, or its reputation or goodwill, or the reputation or goodwill of others, we may, at any time and without notice, as we, in our Reasonable Business Judgment deem appropriate, order, consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to any action, suit, proceeding, claim, demand, inquiry or investigation if, in our sole judgment, there are reasonable grounds to believe that:

1. Any of the acts or circumstances enumerated in this Section have occurred; or

2. Any act, error or omission of yours may result directly or indirectly in damage, injury or harm to any Person or any property.

(f) Survival. This Section shall survive expiration or earlier termination of this Agreement without regard to the cause of termination.

36. **FORCE MAJEURE. IF AN ACT OF NATURE PREVENTS A PARTY FROM PERFORMING ANY OBLIGATION UNDER THIS AGREEMENT DESPITE THE PARTY'S EXERCISE OF REASONABLE DILIGENCE, THE ACT OF NATURE WILL TOLL THE DUE DATE FOR THE PERFORMANCE OF THAT OBLIGATION FOR THE DURATION OF THE ACT OF NATURE AND FOR A REASONABLE TIME THEREAFTER. NO FORCE MAJEURE SHALL EXCUSE THE TIMELY PAYMENT OF AMOUNTS DUE UNDER THIS AGREEMENT. SHOULD THE FRANCHISED UNIT CLOSE FOR ANY REASON RELATING TO NATURAL DISASTER, ACCIDENT OR OTHER UNFORESEEABLE EVENTS, YOU WILL VIGOROUSLY PURSUE REOPENING AT THE SAME OR A NEW LOCATION IN THE OPERATING AREA THAT WE FIRST APPROVE. IF YOU HAVE NOT RESUMED OPERATIONS WITHIN 180 DAYS AFTER CLOSING, WE MAY TERMINATE THIS AGREEMENT WITHOUT PENALTY TO YOU SO LONG AS YOU HAVE PAID US A ROYALTY ON YOUR BUSINESS INTERRUPTION INSURANCE PROCEEDS AND HAVE NOT BREACHED THE COVENANTS IN SECTION 11.**

37. **RELATIONSHIP OF PARTIES.**

(a) Limitations. Neither this Agreement nor the performance of the obligations set forth in this Agreement will operate to make you our partner or agent. Neither party will have the authority to act or contract on behalf of the other. Neither party will have any responsibility for the obligations of the other party. The relationship created by this Agreement is that of an independent contractor, and no fiduciary relationship is created or intended. You must indicate clearly the independent ownership of your business in all public records and in all of your dealings with third parties.

(b) Franchisor's Reserved Rights. Whenever we reserved in this Agreement a right to take or withhold an action, or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, except as otherwise expressly and

specifically provided in this Agreement, we may make our decision or exercise our rights, on the basis of the information readily available to us and our judgment of what is in our best interests and/or in the best interests of the our franchise network, at the time the decision is made, without regard to whether: (i) other reasonable alternative decisions or actions could have been made by us; (ii) our decision or action will promote our financial or other individual interest; (iii) our decision or the action we take applies differently to you and one or more other franchisees or our company-owned operations; or (iv) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute, we will have no liability to you for any such decision or action. We and you intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties acknowledge that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

(c) Reasonable Business Judgment. You and we agree that we may use our Reasonable Business Judgment in the exercise of our rights, obligations and discretion under this Agreement except where otherwise indicated. "Reasonable Business Judgment" means that our determination shall prevail even in cases where other alternatives are also reasonable so long as we intend to benefit or its actions or omissions could benefit the Franchised System. Examples of benefits to the Franchised System would include, without limitation, protecting or enhancing the value of the Proprietary Marks, promoting economic efficiency or gain for the Franchised System Units, increasing customer satisfaction, increasing brand identification, or minimizing possible customer brand or location confusion. We shall not be required to consider your particular economic or other circumstances when exercising our Reasonable Business Judgment. At no time are you or any third party (including, but not limited to other franchise owners or any trier of fact) entitled to substitute your or its judgment for a judgment, which has been made by or on behalf of us which meets the definition of Reasonable Business Judgment. You and we agree that the long-term goals of a franchise system, and the long-term interests of both us and all the franchisees, taken together, require that we have the latitude to exercise our Reasonable Business Judgment.

(d) Time. Time is of the essence of this Agreement.

38. **EMPLOYMENT DECISIONS. YOU HAVE AND WILL CONTINUE TO HAVE SOLE RESPONSIBILITY FOR RECRUITMENT, SELECTION, TRAINING, SUPERVISION, DISCIPLINE AND TERMINATION OF YOUR EMPLOYEES, ALL ACTS AND OMISSIONS OF YOUR EMPLOYEES, AND ALL EMPLOYMENT RELATED DECISIONS INVOLVING COMPENSATION, BENEFITS, HOURS OF WORK, SCHEDULING, RECORD KEEPING, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT.**

39. **HOLIDAYS. IF THE DUE DATE FOR ANY PAYMENT OF FUNDS UNDER THIS AGREEMENT FALLS ON A LEGAL HOLIDAY, THE DUE DATE FOR THE PAYMENT WILL EXTEND UNTIL THE NEXT BUSINESS DAY.**

40. **ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ALL ATTACHMENTS, EXHIBITS AND SCHEDULES) CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT AND REPLACES AND SUPERSEDES ALL OTHER PRIOR WRITTEN, ELECTRONIC AND ORAL AGREEMENTS AND STATEMENTS OF THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY IS RELYING ON ANY WRITING TO ENTER INTO THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT AND THE FRANCHISE DISCLOSURE DOCUMENT DELIVERED TO YOU. THIS**

AGREEMENT SHALL SUPERSEDE AND BE CONTROLLING IN THE EVENT OF ANY CONFLICT BETWEEN THE FRANCHISE DISCLOSURE DOCUMENT (INCLUDING ITEMS 1 THROUGH 22 AND THE EXHIBITS) YOU OR YOUR OWNERS RECEIVED AND THIS AGREEMENT.

41. **DISCLAIMER LIMITATION. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT OR ANY OTHER AGREEMENT WITH US SHALL DISCLAIM OR REQUIRE YOU TO WAIVE RELIANCE ON ANY REPRESENTATION THAT WE MADE IN THE MOST RECENT FRANCHISE DISCLOSURE DOCUMENT (INCLUDING ITS EXHIBITS AND AMENDMENTS) THAT WE DELIVERED TO YOU OR YOUR REPRESENTATIVE, SUBJECT TO ANY AGREED-UPON CHANGES TO THE CONTRACT TERMS AND CONDITIONS DESCRIBED IN THAT FRANCHISE DISCLOSURE DOCUMENT AND REFLECTED IN THIS AGREEMENT (INCLUDING ANY RIDERS OR ADDENDA SIGNED AT THE SAME TIME AS THIS AGREEMENT).**

42. **APPROVALS AND WAIVERS. YOU MUST REQUEST ANY PRIOR APPROVAL OR CONSENT REQUIRED UNDER THIS AGREEMENT FROM US BY MEANS OF A TIMELY WRITTEN REQUEST. ANY SUCH APPROVAL OR CONSENT MUST BE OBTAINED IN WRITING. NO DELAY, WAIVER, OMISSION OR FORBEARANCE ON OUR PART TO EXERCISE ANY RIGHT, OPTION, DUTY OR POWER ARISING OUT OF ANY BREACH OR DEFAULT BY YOU UNDER THIS AGREEMENT SHALL CONSTITUTE A WAIVER BY US TO ENFORCE ANY RIGHT, OPTION, DUTY OR POWER AS AGAINST YOU, OR SHALL APPLY AS TO SUBSEQUENT BREACH OR DEFAULT BY YOU. SUBSEQUENT ACCEPTANCE BY US OF ANY PAYMENTS DUE TO US HEREUNDER SHALL NOT BE DEEMED TO BE A WAIVER BY US OF ANY PRECEDING BREACH BY YOU OF THIS AGREEMENT. THE FAILURE OF A PARTY TO INSIST IN ANY ONE OR MORE INSTANCES ON THE PERFORMANCE OF ANY TERM OR CONDITION OF THIS AGREEMENT WILL NOT OPERATE AS A WAIVER OF ANY FUTURE PERFORMANCE OF THAT TERM OR CONDITION.**

43. **NOTICE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, WHEN THIS AGREEMENT REQUIRES NOTICE, THE SENDING PARTY MUST DELIVER OR ADDRESS THE NOTICE TO THE OTHER PARTY BY CERTIFIED MAIL, TELECOPY, OR DELIVERY SERVICE WITH RECEIPTED DELIVERY, OR BY ELECTRONIC MAIL FOLLOWED BY TRANSMITTAL OF THE ORIGINAL BY FIRST CLASS UNITED STATES MAIL, TO THE FOLLOWING ADDRESS OR TELECOPY NUMBER:**

Us: 1 Tom Plumber Global Inc.
24 Whitney Drive, Suite B
Milford, Ohio 45150
Email: kameron@1tomplumber.com

You: _____
_____
_____
Email:_____

All notices will be deemed delivered and received if transmitted to the proper address on the earlier of (a) the date that the other party receives or refuses delivery of the notice or (b) three business days after

the party places the notice in the United States mail, first class postage prepaid. Each party may change the party's address by giving written notice to the other party.

44. **CUMULATIVE RIGHTS. NO RIGHT OR REMEDY CONFERRED UPON OR RESERVED TO US OR YOU BY THIS AGREEMENT IS INTENDED TO BE, NOR SHALL BE DEEMED, EXCLUSIVE OF ANY OTHER RIGHT OR REMEDY IN THIS AGREEMENT OR BY LAW OR EQUITY PROVIDED OR PERMITTED, BUT EACH SHALL BE CUMULATIVE OF EVERY OTHER RIGHT OR REMEDY. THE PARTIES RETAIN ALL RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY.**

45. **SURVIVAL. THE PROVISIONS OF THIS AGREEMENT WHICH, BY THEIR TERMS, SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.**

46. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OHIO (WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES).**

47. **VENUE. EXCEPT FOR ANY THIRD PARTY DISPUTE IN WHICH THE PARTIES MAY BE INVOLVED SUBJECT TO SECTION 35, THE PROPER, SOLE AND EXCLUSIVE VENUE AND FORUM FOR ANY ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL IN THE FEDERAL AND STATE COURT DISTRICTS IN WHICH WE THEN HAVE OUR PRINCIPAL PLACE OF BUSINESS. AS OF THE EFFECTIVE DATE, THE PROPER VENUE IS IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO AND HAMILTON COUNTY, OHIO. EACH PARTY TO THIS AGREEMENT HEREBY CONSENTS TO ANY OF THOSE COURTS' EXERCISE OF PERSONAL JURISDICTION OVER THE PARTY IN THAT TYPE OF ACTION AND EXPRESSLY WAIVES ALL OBJECTIONS THE PARTY OTHERWISE MIGHT HAVE TO THAT EXERCISE OF PERSONAL JURISDICTION.**

48. **LEGAL FEES. YOU WILL REIMBURSE US FOR OUR OUTSIDE AND INSIDE ATTORNEYS' FEES AND COSTS RELATED TO ARBITRATION OR LEGAL ACTION TO ENFORCE THIS AGREEMENT, IN ADDITION TO ANY OTHER RELIEF OBTAINED BY US.**

49. **CONSTRUCTION. THE RULE OF CONSTRUCTION REQUIRING THE RESOLUTION OF ANY AMBIGUITIES IN THIS AGREEMENT AGAINST THE DRAFTING PARTY WILL NOT APPLY TO THE CONSTRUCTION OF THIS AGREEMENT.**

50. **SEVERABILITY. IF ANY PROVISION OF THIS AGREEMENT (OTHER THAN SECTION 5) IS HELD TO BE INVALID OR INEFFECTIVE WITH RESPECT TO ANY PERSON OR CIRCUMSTANCE, THE HOLDING WILL NOT AFFECT THE REMAINDER OF THIS AGREEMENT OR THE APPLICATION OF THIS AGREEMENT TO ANY OTHER PERSON OR CIRCUMSTANCE.**

51. **COUNTERPARTS. THE PARTIES MAY EXECUTE THIS AGREEMENT IN COUNTERPARTS, EACH OF WHICH WILL CONSTITUTE AN ORIGINAL AND ALL OF WHICH, WHEN TAKEN TOGETHER, WILL CONSTITUTE ONE AND THE SAME INSTRUMENT.**

52. **AMENDMENT. NO AMENDMENT TO THIS AGREEMENT WILL BECOME EFFECTIVE OR BINDING ON THE PARTIES, UNLESS IT IS IN WRITING AND SIGNED BY**

ALL OF THE PARTIES; PROVIDED, THAT WE MAY MODIFY OR CHANGE THE FRANCHISED SYSTEM OR OPERATIONS MANUAL UNILATERALLY AT ANY TIME, EFFECTIVE 30 DAYS AFTER NOTICE OF THE CHANGE OR MODIFICATION IS SENT TO YOU, UNLESS HEALTH AND SAFETY CONCERNS COMPEL US TO PROVIDE A SHORTER NOTICE PERIOD.

53. **THIRD PARTY BENEFICIARIES. EXCEPT FOR THE BENEFITS RESERVED FOR OUR PARENT, 1 TOM PLUMBER BRAND INC AND OUR AFFILIATES, THERE ARE NO THIRD PARTY BENEFICIARIES FOR THIS AGREEMENT.**

54. **DEFINITIONS. UNLESS THE CONTEXT OF THEIR USE IN THIS AGREEMENT REQUIRES OTHERWISE, THE FOLLOWING WORDS AND PHRASES HAVE THE FOLLOWING MEANINGS WHEN USED IN INITIALLY-CAPITALIZED FORM IN THIS AGREEMENT.**

(a) 1-Tom-Plumber Unit or the Unit means a Unit operating under the Franchised System using 1-Tom-Plumber name and mark, or such other name and mark as we may specify under the Operations Manual, as amended.

(b) Affiliate means (1) any Person who Controls, is Controlled by, or is under common Control with a Person, and (2) any Owner of any Person.

(c) Central Office means the address identified in Attachment A as the site from which you operate your Franchised Unit.

(d) Competing Business means any business that (i) offers for sale Plumbing Services; or (ii) in its entirety so resembles the trade dress, service style and products that comprise the distinguishing features of the Franchised System so as to create a likelihood of consumer confusion or dilution of the Proprietary Marks.

(e) Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the plumbing services industry including confidential portions of the Operations Manual and information we otherwise impart to you and your representatives in confidence. Confidential Information includes product and service instructions, product and service preparation instructions, proprietary software and other valuable property.

(f) Control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or governance rights, by contract, or otherwise.

(g) DMA means a Designated Market Area, as defined by Nielsen Media Research or its successors in interest from time to time. We may designate a substitute independent source for providing the boundaries of a single television advertising market in the Operations Manual.

(h) Effective Date means the date we enter immediately below our signature block on this Agreement as the date on which you and we are legally bound under this Agreement, provided that if no such date is entered, then the Effective Date shall be the date on which we execute and deliver this Agreement.

(i) Franchised System means the distinctive, unique and Proprietary Marks and trade dress, products, presentation styles and services, know-how, methods of operation, identification, décor,

furnishings, equipment, training, service, production, technology, marketing, advertising, promotion and development that we may designate in written or electronic form or through usage from time to time that define and distinguish a Unit, including (without limitation) (1) plans and specifications for interior and exterior signs, designs, layouts and color schemes; (2) methods, techniques, formats, systems, product and service preparation instructions, specifications, procedures, information, trade secrets, sales and marketing programs; (3) methods of business operations and management; (4) System Standards; (5) the Operations Manual; and (6) knowledge and experience regarding the operation and franchising of 1-Tom-Plumber Units.

(j) Franchised Unit or Unit means the 1-Tom-Plumber Unit you establish and operate at the Central Office. Franchised System Units or Units means all Units authorized to use the Franchised System.

(k) General Manager means the on-premises manager who will be primarily responsible for the day-to-day operation and supervision of the Franchised Unit.

(l) Gross Sales means the aggregate amount of revenues generated from the sale of Plumbing Services, goods, products, and merchandise received by you. Gross Sales are reduced by the amount of any discount given to customers, or to employees or their family members if taken at the time of sale so that the purchaser pays an amount net of the discount. Gross Sales also excludes the following: (i) the amount of returns, credits, allowances, and adjustments; (ii) the amount of taxes collected and paid over to taxing authorities; (iii) the amount of any shipping, freight, or similar expense charged to customers; (iv) proceeds from insurance with respect to property damage or liability; (v) proceeds from any civil forfeiture, condemnation, or seizure by governmental entities; and (vi) uncollectible amounts and subsequent collections of charged off amounts must be included in Gross Sales when they are collected.

(m) Intellectual Property means the Proprietary Marks, patents, copyrights, copyrightable material, ideas, concepts, inventions, know-how, trade secrets, Confidential Information, and other proprietary information that we designate in written or electronic form or through usage from time to time as part of or prescribed for use with the Franchised System.

(n) Liquidated Damages means the present value of combined Royalty Fee, Population Fee, and Brand Fund Contribution for the unexpired portion of the Term, based on your average monthly Royalty Fee and Brand Fund Contribution payable during the one-year period preceding termination; assuming payment at the end of each month in the period, using monthly compounding at the discount rate equal to the sum of (i) the Applicable Federal Rate published by the Internal Revenue Service for the period ending closest to the end of the Term, plus (ii) 200 basis points.

(o) Losses and Expenses means, without limitation, all losses, compensatory, exemplary or punitive damages, penalties, fines, charges, costs and expenses of investigation, defense and resolution, lost profits, attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to our and our Affiliates' reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matter described.

(p) National Account Clients means clients designated by us for whom Plumbing Services are performed or to be performed by us, our licensees or franchisees, at locations both within and outside the Operating Area.

(q) Opening Date means the date on which you open your Franchised Unit for business, after receiving our consent to open.

(r) Operating Area means the geographic area described on Attachment A.

(s) Operations Manual means the manual or collection of materials in written or electronic form which we designate from time to time as containing the System Standards, specifications, procedures, policies, methods of operating the Franchised Unit, other elements of the Franchised System and any information designated in this Agreement for inclusion or modification in the Operations Manual.

(t) Owner means any Person that holds a direct or indirect equity ownership interest (including beneficial and record interests) in you.

(u) Owner-Operator means the Owner who has a significant equity ownership position in you (if you constitute a business entity) of at least 5%, as you designate in writing to us in Attachment A or otherwise.

(v) Person means any individual or business entity, including (without limitation) corporation, joint venture, general partnership, limited partnership, limited liability company, or trust.

(w) Plumbing Services means the design, installation, construction, replacement, service, repair, alteration, or modification of pipes and fixtures and drain cleaning for commercial and residential properties.

(x) Materials means, collectively, any products, supplies, apparel, equipment, and any other merchandise or property that you must use or sell to operate the Franchised Unit in accordance with the Franchised System.

(y) Proprietary Marks means the registered and unregistered distinctive and characteristic trade names, domain names, trademarks, service marks, logotypes, and trade dress elements that we designate in written or electronic form or through usage from time to time as prescribed for use with the Franchised System.

(z) Reporting Period means each calendar month. Our fiscal year typically ends on December 31. We may change the Reporting Period by amending the Operations Manual.

(aa) System Standards means the standards for the Franchised Unit and using the Franchised System published in the Operations Manual and elsewhere, including but not limited to standards for design, furnishings, fixtures and equipment, use and display of the Proprietary Marks, operations, technology and any other standards, policies, rules and procedures we promulgate about Franchised System operation and usage.

(bb) Vehicle means a vehicle you purchase or lease for the purpose of adapting it to the System Standards and using it in the operation of a Franchised Unit.

55. **YOUR REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS. YOU REPRESENT AND WARRANT, AND ACKNOWLEDGE TO US AS FOLLOWS:**

(a) Independent Investigation. You have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves substantial business risks, making the success of the venture largely dependent on your management skills and resources. You have

not received from us or our Affiliates, and have not relied upon, any oral or written, express or implied projection, representation, warranty or guarantee regarding the potential sales, revenues, income, profits or success of the business venture contemplated by this Agreement. You have had the opportunity to consult with independent advisors of your own selection such as a lawyer or accountant before making your decision to sign this Agreement and develop and operate a Unit.

(b) This Transaction. You and the Persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your Owners, governing board and lenders. No executory franchise, license or affiliation agreement for the Central Office exists other than this Agreement. Attachment A accurately states your Owners. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your Owners is a party or is subject or to which the Central Office is subject. Neither you nor the Central Office is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in your franchise application. To the best of your knowledge, neither you, your Owners, your officers, directors, contractors, or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or are, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of Treasury's Office of Foreign Assets Control, or otherwise.

(c) No Misrepresentations or Implied Covenants. All written information you submit to us about the Central Office, you, your Owners, any guarantor, or the finances of any such Person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

(d) No Guarantees of Success. We and our representatives have made or communicated to you no claims of assured or guaranteed success of the business contemplated by this Agreement prior to signing this Agreement. You voluntarily enter into this Agreement and undertake all the terms and conditions thereof without any such inducements, promises, or representations. Without limiting the foregoing, we expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any representations, warranties or guarantees, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement, or as to the suitability of any selected or proposed Central Office as a successful location for the Franchised Unit. No assurances are given regarding that the franchisee will earn any return on their investment. You and your Owners acknowledge that (i) the investment in the Franchised Unit is not based on any assurance or warranty, either directly or indirectly, that the Unit will be profitable or successful, (ii) they are aware that regardless of the level of support provided by us and our Affiliates, the investment in the Unit franchise may fail, (iii) that no projections or earnings information, not included in the Franchise Disclosure Document has been received or relied upon prior to executing this Agreement.

(e) Updating. You and your Owners acknowledge that market for Plumbing services is a highly competitive, innovative market that requires servicers to build, maintain and update the Franchised Unit to meet changing expectations of consumers. These updates may include changes in technology, merchandising, production methods, resource availability, governmental regulation of

plumbing services, demographics, geography, and the customer experience that may require an additional investment, more operating costs, and other economic changes that could affect your business, profitability and method of operation. Routine maintenance and repairs to maintain the Unit to our Standards is not considered updating regardless of cost.

(f) Other Businesses and Channels of Distribution. We and our Affiliates reserve the right to acquire other businesses, merge or sell the 1-Tom-Plumber Franchised System or distribute 1-Tom-Plumber products or services through alternative channels of distribution without restriction.

(g) Other Transactions. We reserve the right to vary the 1-Tom-Plumber Unit franchise terms and conditions of offering among franchisees and others, which may affect fees payable to us, exclusive territorial rights, and other attributes of a 1-Tom-Plumber Unit franchise.

(h) Fees. Fees that are paid to us by franchisees are not in exchange for the services we provide to franchisees. Those services are merely for the protection of the Intellectual Property licensed to franchisees and for no other reason. The fees compensate us for granting the license of the Intellectual Property to you for the Term and any period after its early termination when we cannot replace your Unit's presence in your market area.

56. **[TRANSFER OF EXISTING UNIT. THIS AGREEMENT DOCUMENTS THE TRANSFER OF AN EXISTING FRANCHISED UNIT THAT HAS BEEN OPEN AND OPERATING SINCE _____. YOU PAY NO INITIAL FRANCHISE FEE AND THE PRIOR OWNER HAS PAID THE TRANSFER FEE SPECIFIED IN THE FRANCHISE AGREEMENT WITH US. YOU ASSUME AND AGREE TO PAY AND PERFORM ALL OF THE OUTSTANDING OBLIGATIONS TO US OF THE PRIOR OWNER AND FRANCHISEE ARISING FROM THE OPERATION OF THE FRANCHISED UNIT BEFORE THE EFFECTIVE DATE. SECTION 6 IS DELETED AS THE FRANCHISED UNIT IS OPEN AND OPERATING. OUR REQUIREMENTS TO UPGRADE THE FRANCHISED UNIT ARE DESCRIBED ON ATTACHMENT A, IF ANY. YOU ACKNOWLEDGE, REPRESENT AND WARRANT TO US THAT (I) WE HAVE NOT PARTICIPATED IN THE PURCHASE AND SALE OF THE FRANCHISED UNIT EXCEPT TO PROVIDE TO YOU OUR FRANCHISE DISCLOSURE DOCUMENT AND INFORMATION AND COPIES OF MATERIALS PROVIDED TO US BY THE PRIOR OWNER; (II) WE HAVE NOT VALIDATED, AUDITED OR VERIFIED ANY INFORMATION PROVIDED TO YOU OR TO US BY THE PRIOR OWNER; (III) YOU ARE NOT RELYING ON ANY UNIT-SPECIFIC INFORMATION WE PROVIDED TO MAKE YOUR DECISION TO PURCHASE THE FRANCHISED UNIT EXCEPT AS SET FORTH IN THIS AGREEMENT; (IV) YOU ARE RELYING ONLY ON THE MATERIALS AND INFORMATION PROVIDED TO YOU BY THE PRIOR OWNER FOR THIS DECISION; AND (V) WE HAVE NOT OFFERED OR PROVIDED ANY INDUCEMENT OR INCENTIVE FOR YOU TO PURCHASE THE FRANCHISED UNIT FROM THE PRIOR OWNER.]**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, intending to be legally bound, as of the Effective Date.

1 TOM PLUMBER GLOBAL, INC. **_____**

By: _____
Its: _____
Effective Date:_____

By: _____
Its: _____
Date: _____

Attachment A

Transaction Details

1. Central Office of Franchised Unit:

2. Time to complete and open Franchised Unit: _____ days after the Effective Date.

3. Operating Area:

4. Population Fee:

5. Address and Contact Information of Franchisee:

6. Initial Franchise Fee:

7. Your Owners:

Name	Address	Telephone	Email	Percentage Ownership

* Person designated as Owner-Operator.

[For Transfers of Existing Units Only]

8. Upgrades Required.

NOTICE OF UNIT CENTRAL OFFICE ACCEPTANCE

To:

From: 1 Tom Plumber Global Inc.

Re: Acceptance of Proposed Unit Central Office

Date: _____, 20___

We refer to the Franchise Agreement dated _____, 20__ (the "Franchise Agreement") between you and us for the development of a Franchised Unit to be located in the Operating Area defined therein.

You have submitted for our consideration and we have accepted as the location of the Franchised Unit the following address:

_____

We designate this address as the Central Office of the Franchised Unit under the Agreement.

This Notice amends and supplements the Agreement to fix the Central Office and to use that Central Office as the origin of the Operating Area. No counter signature is necessary.

1 Tom Plumber Global Inc.

By:_____

Title: _____

Attachment B

Automated Clearing House Payment Authorization

ACH Authorization Form

This form **MUST** be accompanied by a **Printed Voided Check or Bank Letter

Add ☐ Delete ☐ Change ☐

Company Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____

Funds Settlement Information

Bank Name:_____

Account Owner:_____

Account Name:_____

Address:_____

City:_____ State:_____ Zip:_____

Routing # (9 digits)_____

Account #_____ ("Account")

_____ (hereinafter referred to as User) authorizes 1 Tom Plumber Global Inc. ("1-Tom-Plumber ") to initiate ACH transfer entries and to credit and/or debit the account identified herein. This authorization shall remain in effect unless and until 1 Tom Plumber Global Inc. receives written notification from User that this authorization has been terminated in such time and manner to allow 1 Tom Plumber Global Inc. to act. Undersigned represents and warrants to 1-Tom-Plumber that the person executing this form is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

_____ / /_____

Account Owner Signature Date

_____

Print Name and Title

ATTACH PRE-PRINTED VOIDED CHECK OR BANK LETTER

Attachment C

Guaranty and Restriction Agreement

GUARANTY AND RESTRICTION AGREEMENT

The undersigned owners (the "Guarantors") of _____ (the "Franchisee") enter into this Guaranty and Restriction Agreement (this "Guaranty") as of the Effective Date.

1. Guaranty of Obligations. To induce 1 Tom Plumber Global Inc., its successors and assigns ("Franchisor") to sign the Franchise Agreement (the "Franchise Agreement") with the party named as the "Franchisee," to which this Guaranty is attached, the undersigned, jointly and severally (the "Guarantors") irrevocably and unconditionally (i) represent and warrant to Franchisor that Franchisee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments and note, will be punctually paid and performed. Upon default by Franchisee and notice from Franchisor, the Guarantors will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting any of Guarantor's obligations under this Guaranty, Franchisor may without notice to the Guarantors extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. The Guarantors waive notice of amendment of the Agreement. Upon the death of an individual Guarantor, the estate of the Guarantor will be bound by this Guaranty for obligations of Franchisee to Franchisor existing at the time of death, and the joint and several obligations of all other Guarantors will continue in full force and effect. This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

2. Restrictions on Transfer of Equity Ownership of Franchisee. The Guarantors will not transfer, assign or pledge any of their direct or indirect equity interests in the Franchisee to any person without the prior consent of the Franchisor, and acknowledge that Franchisor has rights of first refusal that apply to such transactions.

3. Other Provisions. The Guarantors, as owners of the Franchisee, acknowledge that this Guaranty and the Agreement inure to the benefit of the Franchisee and to the undersigned. The Guarantors expressly adopt, ratify, incorporate into this Guaranty, and agree to be bound individually by the following provisions of the Agreement as if they were parties to such Agreement: Sections 11 (Covenants Not to Compete); 12 (Confidential Information); 22 (Assignment); 23 (Right of First Refusal); 24 (Business Entity Franchisee); 32 (Certain Waivers); 33 (Resolution of Disputes); 23 (Our Option to Purchase); 46 (Governing Law); 47 (Venue); and 48 (Legal Fees).

Executed and delivered as of the Effective Date.

The Guarantors:

By: _____

Printed Name: _____

By: _____

Printed Name: _____

Attachment D

Management Confidentiality and Non-Competition Agreement

MANAGEMENT CONFIDENTIALITY
AND NON-COMPETITION AGREEMENT

The undersigned 1-Tom-Plumber Unit managerial employee ("Employee"), in consideration of the access to training and confidential information he or she has received or will receive from 1 Tom Plumber Global Inc., an Ohio corporation, and/or its affiliates (collectively, the "Company") in connection with Employee's employment with the Company's franchisee named below (the "Franchisee"), hereby covenants and agrees as follows:

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to that term in the Franchise Agreement, including its addenda and amendments, between the Company and Franchisee, dated _____, 20___.

2. Confidentiality Agreement. Employee acknowledges that, while employed by the Franchisee, Employee has and will receive certain confidential information and knowledge concerning business of the Company which the Company wishes to protect, including (without limitation) information, knowledge, know-how, product and service instructions, product and service preparation instructions, formulae, materials, equipment, techniques, systems, and other data relating to or comprising 1-Tom-Plumber franchise system. Confidential information includes the Operations Manual and other materials and information supplied by Company to the Franchisee that is identified as confidential at the time of disclosure or before. Employee shall not reveal that confidential information to any other party, except the Company's or the Franchisee's independent public accountants, Employee's legal counsel (if that counsel also agrees to maintain the confidentiality of the confidential information), or as otherwise required by law. Employee shall not use or disclose the confidential information at any time for the purpose of competition with the Company, its successors and assigns, or Franchisee. When Employee's employment with Franchisee terminates for any reason, the Employee promptly shall surrender to Franchisee all papers, documents, writings and other property, electronic or otherwise, produced by Employee or coming into Employee's possession by or through Employee's employment with the Franchisee containing confidential information or related in any way to confidential information. All of the foregoing materials shall remain the property of the Company, its successors, or its assigns.

3. Covenant Not to Compete. During the term of Employee's employment with the Franchisee and for a period of 24 months after the end of Employee's employment with the Franchisee regardless of which party ends the employment relationship and regardless of the reason why the employment relationship ends, Employee shall not engage in, directly or indirectly as a principal, agent, trustee, employee, consultant, independent contractor or through any corporation, partnership, association, or other entity, a Competing Business at any location within the Operating Area of the 1-Tom-Plumber Unit location at which Employee worked, or within fifty (50) miles of that Operating Area, or within the operating area of any then-existing 1-Tom-Plumber Unit location..

4. Indemnification and Injunctive Relief. Employee shall indemnify and hold the Company and the Franchisee harmless against any losses, damages, costs, expenses, claims or actions, including attorneys' fees and costs, proximately caused by any breach of this Agreement by Employee. Employee shall pay to the Company any compensation, profits or economic benefits realized by the Employee resulting from any breach of this Agreement. The Company shall have the right to injunctive and other equitable relief prohibiting the Employee from any violation or threatened violation of this Agreement, without posting any bond or security. Employee acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the legitimate business interests of the Franchisee, and that the violation of the foregoing restrictions will lead to immediate and irreparable harm, for which injunctive relief is necessary.

5. Governing Law. The laws of Ohio shall govern this Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and replaces and supersedes all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement.

7. Limitations. This is not a contract of employment and this creates no employment relationship between Employee and the Company. Employee is not a third party beneficiary of any contract between the Company and the Franchisee. Franchisee remains the sole employer of Employee and is solely responsible for the recruitment, selection, training, supervision, compensation, benefits, insurance, worker's compensation, discipline and termination of Employee. During any period of on the job training of Employee by the Company, Franchisee shall remain the sole employer of Employee and shall be responsible for controlling all aspects of Employee's employment.

Executed and delivered this _____ day of _____, 20___.

Employee:

_____
Signature

_____
Printed Name

Franchisee: _____

By: _____

Title: _____

Attachment E

Lease Rider

LEASE RIDER

This "Lease Rider" is made and entered into as of _____, 20___ by and among 1 Tom Plumber Global Inc., an Ohio corporation ("Franchisor"), _____, a _____ ("Tenant/Operator") and _____, a _____ ("Landlord").

Recitals. Tenant/Operator and Landlord desire to enter into a lease (the "Lease") pursuant to which Tenant/Operator will occupy and finish the premises located at _____ (the "Premises") for use and operation of 1-Tom-Plumber Central Office (the "Central Office") authorized under a Franchise Agreement to be executed between Franchisor and Tenant/Operator prior to the opening of the Central Office (the "Franchise Agreement"). As a condition to Franchisor's approval of the Premises as the location for the Central Office, the Tenant/Operator is required under the Franchise Agreement to execute this Lease Rider along with the Landlord and Franchisor;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Central Office.

(2) Landlord consents to Tenant/Operator's use and display of such proprietary marks (the "Proprietary Marks") and signs, decor items, color schemes, plans, specifications and related components of 1-Tom-Plumber Franchised System (the "System") as Franchisor has prescribed, and may in the future prescribe, for the Central Office. Landlord affirms that the Lease does not prohibit the service of any product items or services of the current System, based on the product and service information provided to Landlord.

(3) Landlord agrees to send Franchisor conformed, legible copies of any and all letters and notices sent to Tenant/Operator pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant/Operator.

(4) Franchisor shall have the right, and Landlord consents to allow Franchisor, to enter the Premises during hours when the Premises is available for tenant entry to make any modification or alteration necessary to protect the Central Office, the System and Proprietary Marks or to cure any default under the Franchise Agreement, or under the Lease, without being guilty of trespass or any other crime or tort.

(5) In the event of Tenant/Operator's default under the Lease, Franchisor may, but has no obligation, to cure the default. Franchisor shall make this determination within thirty (30) days after Franchisor receives notice of the Lease default from Landlord. If Franchisor elects to cure the default, Franchisor shall cure the default within thirty (30) days of such election or, if the default cannot be reasonably cured within such thirty (30) day period, then Franchisor shall commence and proceed to act diligently to cure the default within such time as is reasonably necessary to cure the default.

(6) Franchisor has an option to acquire the Central Office from Tenant/Operator if the Franchise Agreement expires or terminates. If Franchisor exercises the option, it will notify Landlord when it notifies Tenant/Operator. If Franchisor so exercises its option, or makes a different arrangement with Tenant/Operator to acquire the Central Office, then Landlord shall permit Tenant/Operator to assign the Lease to Franchisor or to Franchisor's affiliated assignee or designee as successor in interest ("Successor") to Tenant/Operator, which shall be obligated to assume Tenant/Operator's obligations under the Lease. Successor shall attorn to Landlord under the Lease and Landlord shall attorn to and agree not to disturb the

tenancy of Successor. In such event Successor shall assume Tenant/Operator's occupancy rights, rights under any succession or purchase options, and the right to sublease the Premises, for the remainder of the term of the Lease including any applicable succession periods.

(7) Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or increase or accelerate rent under the Lease in connection with such assignment, or require Successor to pay any rent or other financial obligation of Tenant/Operator to Landlord arising prior to the assignment. Landlord agrees to look solely to the Tenant/Operator and its guarantors for any rents or other financial obligations owed to Landlord arising prior to such assignment. Landlord and Tenant/Operator acknowledge that Franchisor is not a party to the Lease and shall have no liability under the Lease, unless and until the Lease is assigned to, and assumed by Franchisor as Successor.

(8) Notwithstanding anything contained in this Lease Rider and in the Lease, Successor is expressly authorized, without the consent of the Landlord, to sublet the Premises to an authorized System franchisee, provided such subletting is specifically subject to the terms of the Lease and further provided the franchisee expressly assumes in writing all obligations of the Lease. Franchisor agrees to notify Landlord as to the name of the franchisee within ten (10) days after such subletting.

(9) Tenant/Operator shall not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor.

(10) Landlord and Tenant/Operator shall not amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing without the prior written consent of Franchisor.

(11) This Lease Rider will supersede any conflicting terms of the Lease.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Lease Rider as of the date first above written.

FRANCHISOR:

1 Tom Plumber Global Inc.

By: _____

Name: _____

Title: _____

TENANT/OPERATOR:

_____

By:_____
Name: _____
Title: _____

LANDLORD:

_____

By:_____
Name: _____
Title: _____

Attachment F

Receipt of Operations Manual
and Confidentiality Agreement

RECEIPT FOR OPERATIONS MANUAL

The undersigned franchisee ("Franchisee"), acknowledges receipt of 1-Tom-Plumber Operations Manual by receiving access codes and instructions to access the on-line version of the Operations Manual. The Operations Manual is being loaned, and access is being granted, to Franchisee under the Franchise Agreement between Franchisee and 1 Tom Plumber Global Inc. ("Company"). Franchisee expressly agrees as follows:

1. Operations Manual. The Franchisee shall not copy or otherwise reproduce any portion of the Operations Manual. The Operations Manual shall not be removed from the premises of the Central Office identified in the Franchise Agreement. The Franchisee shall not loan or disclose the Operations Manual to any third party. The Franchisee shall not communicate, transmit, describe, summarize, or otherwise convey the information contained in the Operations Manual, in whole or in part, to any third party not employed by the Franchisee to operate the Franchised Unit. The Operations Manual shall at all times remain the property of the Company, its successors and assigns.

2. Confidentiality Agreement. The Franchisee acknowledges that the Franchisee will receive certain confidential information and knowledge contained in the Operations Manual that is the subject of confidentiality obligations in the Franchise Agreement. When the Franchise Agreement with the Company terminates for any reason, the Franchisee promptly shall surrender to the Company the Operations Manual identified above, along with all papers, documents, writings and other property produced to the Franchisee or coming into the Franchisee's possession by or through the relationship with the Company and related in any way to the confidential information. All of the foregoing materials shall remain the property of the Company, its successors, or its assigns.

3. Indemnification and Injunctive Relief. The Franchisee's obligations to indemnify the Company and accept injunctive relief described in the Franchise Agreement shall apply to breaches of Franchisee's undertakings regarding the Operations Manual.

4. Supplement to Franchise Agreement. This Receipt is a supplement and subject to the Franchise Agreement in all respects.

Executed and delivered this _____ day of _____, 2_____.

Franchisee:

_____ _____

Signature

_____

Printed Name

_____

Title:

Attachment G

SBA Addendum

ATTACHMENT G
SBA ADDENDUM

Addendum to Franchise Agreement

THIS ADDENDUM ("Addendum") is made and entered into on _____ __, 20____, by and between 1 Tom Plumber Global Inc., an Ohio corporation ("Franchisor"), located at _____, and _____ ("Franchisee"), located at_____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___ (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for a loan ("Loan") from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining the SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

1. **CHANGE OF OWNERSHIP. IF FRANCHISEE IS PROPOSING TO TRANSFER A PARTIAL INTEREST IN FRANCHISEE AND FRANCHISOR HAS AN OPTION TO PURCHASE OR A RIGHT OF FIRST REFUSAL WITH RESPECT TO THAT PARTIAL INTEREST, FRANCHISOR MAY EXERCISE SUCH OPTION OR RIGHT ONLY IF THE PROPOSED TRANSFEREE IS NOT A CURRENT OWNER OR FAMILY MEMBER OF A CURRENT OWNER OF FRANCHISEE. IF THE FRANCHISOR'S CONSENT IS REQUIRED FOR ANY TRANSFER (FULL OR PARTIAL), FRANCHISOR WILL NOT UNREASONABLY WITHHOLD SUCH CONSENT. IN THE EVENT OF AN APPROVED TRANSFER OF THE FRANCHISE INTEREST OR ANY PORTION THEREOF, THE TRANSFEROR WILL NOT BE LIABLE FOR THE ACTIONS OF THE TRANSFEREE FRANCHISEE.**

2. Forced Sale of Assets. If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional successions) for fair market value.

3. Covenants. If the Franchisee owns the real estate where the franchise location is operating, Franchisor may not record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions.

4. Employment. Franchisor will not directly control (hire, fire or schedule) Franchisee's employees.

This Addendum automatically terminates on the earlier to occur of the following: (i) the Loan is paid in full; or (ii) SBA no longer has any interest in the Loan.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

FRANCHISOR:	**FRANCHISEE:**
1 TOM PLUMBER GLOBAL INC.	_____
By:_____	By: _____
Print Name:_____	Print Name: _____

Exhibit B

Form of Closing Acknowledgement

1 TOM PLUMBER GLOBAL INC.
FRANCHISE CLOSING ACKNOWLEDGMENT

As you know, you (or the entity you represent) and we are entering into a Franchise Agreement to operate a Franchised Business. The purpose of this Closing Acknowledgment is to determine whether any statements or promises were made to you on which you have relied that we have not authorized or that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest, accurate and complete responses to each question.

Acknowledgments and Representations.*

Did you receive a copy of our Franchise Disclosure Document ("FDD") (and all exhibits and attachments) at least 14 calendar days (or at the first personal meeting in Iowa or New York, or least 10 business days if you are in Connecticut, Michigan or New York), before you signed the Franchise Agreement? **Check one: (__)Yes (__) No**. If no, please tell us if and when you received the FDD and when you signed the Franchise Agreement. Please explain why you signed the Franchise Agreement or Multi-Unit Operator Agreement before the 14 days expired:

_____
_____

Did you understand all the information in the FDD and your rights and obligations under the Franchise Agreement? **Check one: (__)Yes (__) No**. If no, please comment:

_____
_____

Did you receive a copy of the Franchise Agreement at least 7 days before you signed the Agreement? **Check one: (__)Yes (__) No**. If no, tell us when you received the Franchise Agreement and when you signed it. Please explain why you signed the Franchise Agreement when you did:

_____
_____

Have you studied and reviewed carefully our FDD and the Franchise Agreement you received? **Check one: (__)Yes (__) No**. If no, please comment:

_____
_____

Was any oral, written or visual claim, statement, presentation or representation made to you on which you relied in making your decision to sign the Franchise Agreement that contradicted the disclosures in the FDD? **Check one: (__)Yes (__)No.** If yes, please explain in detail the oral, written or visual statement, presentation, claim or representation:

_____

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law, if either or both such laws apply to this transaction.

_____

Except for any financial performance representation included as Item 19 in our FDD, did any employee or other person speaking on our behalf make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Franchised Business franchise, or the likelihood of success at your Franchised Business on which you relied in making your decision to sign the Franchise Agreement? **Check one: (__)Yes (__) No**. If yes, please explain in detail who made and what you understand is the oral, written or visual claim, statement, promise or representation:

_____
_____

Except for any financial performance representation included as Item 19 in our FDD did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD on which you relied in making your decision to sign the Franchise Agreement? **Check one: (__)Yes (__) No.** If yes, please identify who made the statement or promise and what you understand are the details of the statement or promise.

_____
_____

Do you understand that the franchise granted in the Franchise Agreement (a) allows you to operate a Franchised Business only at the Franchised Location, (b) prevents us from operating or franchising another Franchised Business only in the Operating Area described in the Franchise Agreement, (c) allows us to operate or franchise a Franchised Business anywhere outside the Operating Area, and (d) allows us to open and operate or authorize any other party to open and operate a Unit adjacent to your Operating Area? **Check one: (__)Yes (__) No**. If no, please comment:

_____
_____

Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Franchised Business or the development rights we grant to you, meaning that any prior oral or written statements or agreements not set out in the Franchise Agreement or the FDD will not be binding? **Check one: (__)Yes (__) No**. If no, please comment:

_____
_____

Do you understand that the success or failure of your franchise business will depend in large part upon your skills and experience, your business acumen, the hours you work, the location you select, your management of your Franchised Business, the prices you set, the local market for a Franchised Business, interest rates, the economy, inflation, the number and competence of employees or contractors you hire and their compensation, competition, financing terms and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you buy or open your franchise may change? **Check one: (__)Yes (__) No.** If no, please comment:

_____

_____

The undersigned represent and warrant that the information and documents regarding the formation, existence, qualification, ownership and owners' agreement of the franchisee provided to 1 Tom Plumber Global Inc. are true, correct and complete as of the date of this instrument.

You understand that your answers are important to us and that we will rely on them. By signing this acknowledgment, you are representing that you have considered each question carefully and responded truthfully to the above questions. If more space is needed for any answer, please continue on a separate sheet, attach it, date it and initial the sheet.

NOTE: IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS GUARANTORS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

ACCEPTED ON BEHALF OF:
1 TOM PLUMBER GLOBAL INC.

Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

Exhibit C

Form of General Release

GENERAL RELEASE FOR TRANSFER OR RENEWAL

This General Release (the "Release") is made as of the ____ day of _____, 20___ by and between _____, a _____ (the "Franchisee") and 1 Tom Plumber Global Inc., an Ohio corporation ("Franchisor").

WHEREAS, Franchisee is a party to a certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") by and between Franchisee and Franchisor; and

WHEREAS, Franchisee desires to sell and assign the Franchise Agreement or transfer the Franchised Business (as defined in the Franchise Agreement) based at the Central Office (as defined in the Franchise Agreement) to a third party in accordance with the transfer provisions of the Franchise Agreement, and Franchisor has approved the application of the transferee to succeed to and become the franchisee of the Franchised Business at the Central Office; and

WHEREAS, the Franchise Agreement requires that, as a condition to any transfer (as defined in the Franchise Agreement) under the Franchise Agreement, Franchisee and the transferee must first execute a general release of all claims in favor of Franchisor.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, the parties covenant and agree as follows:

1. Release of Franchisor. Franchisee hereby releases and forever discharges Franchisor, any subsidiary or affiliate of Franchisor, their respective officers, directors, members, employees, agents, contractors and their respective successors, assigns, heirs and personal representatives from any and all claims, demands, rights and causes of action of any kind that Franchisee now has or hereafter may have on account of or in any way arising out of or related to the offer, sale, administration, performance, default, assignment and termination of the Franchise Agreement. Franchisor and Franchisee mutually intend that this Release shall include, without limitation, claims, demands and causes of action arising out of alleged misrepresentations of any kind or nature whatsoever, alleged breaches of contract (based upon implied, express, estoppel, waiver, or alternative theories of contractual obligation), or breach of any alleged special, trust, agency or fiduciary relationship, whether asserted or proposed to be asserted by way of claim, setoff, affirmative defense, counterclaim, cross-claim or third party claim.

2. No Release of Franchisee. Franchisee is not released from any duty or obligation imposed upon Franchisee by the Franchise Agreement, provided that upon assignment and assumption of the Franchise Agreement by the authorized transferee and delivery of all of the documents and fees required by Franchisor as a condition to the assignment or transfer of the Franchised Business, Franchisee shall have no liability or obligation with respect to any breach of the Franchise Agreement by the transferee arising after the date of transfer or assignment.

3. Survival of Obligations. Franchisee and Guarantor(s) each acknowledge that its obligations under the Franchise Agreement with respect to indemnification, audits (as to accounting periods prior to the Termination Date) and confidentiality of materials disclosed while the Franchise Agreement was in effect, and any other provision that specifies it survives termination of the Franchise Agreement all remain in full force and effect. Franchisee and Guarantor(s) shall contact Franchisor regarding any questions on such surviving obligations. For purposes of this Release, "Confidential Materials" means all materials in all forms, including electronically stored information, that was disclosed to Franchisee and Guarantor(s) in confidence, contains confidential information as described in the Franchise Agreement, including without limitation all customer information subject to any privacy requirements, or by the facts and circumstances attending disclosure, should be considered confidential and proprietary.

4. Non-Competition Covenants. Notwithstanding the foregoing, the post-termination termination covenants against competition set forth in Section 11 of the Franchise Agreement shall be in full force and effect from the Issuance Date until their stated expiration date.

5. No Violation of Applicable Law. Notwithstanding the foregoing, this Release does not apply to any claim or cause of action arising under laws governing the offer and sale of franchises to Franchisee or the relationship between Franchisee and Franchisor if the Release would violate or is prohibited by such applicable law.

6. Representations and Warranties. Franchisee and Guarantor(s) each represent and warrant to Franchisor that: (a) Franchisee has reported the gross sales of the Franchised Business accurately and correctly calculated the fees due during the Term of the Franchise Agreement; (b) Franchisee, Guarantor(s) and Franchisee's employees, contractors and agents have not used, disclosed or made unauthorized copies of any Confidential Materials, or shared any access codes to electronic information and secure web sites of Franchisor in violation of the Franchise Agreement; (c) no consent of any third party is required for Franchisee to enter into or perform this Release; (d) Franchisee or Guarantor(s) have not filed a lawsuit or arbitration demand against Franchisor, its parent companies or affiliates and have not filed a proceeding, complaint or notice regarding this franchise or Franchisor with any federal, state or local regulatory or law enforcement agency, including without limitation the Federal Trade Commission regarding the Franchise Agreement; (e) Franchisee or Guarantor(s) are not the subject of any pending bankruptcy, receivership, composition, assignment or similar proceeding; (f) Franchisee has obtained the necessary equity owner and governance board authorization to execute and perform this Release; and (g) the persons negotiating and executing this Release on Franchisee's behalf have been duly authorized by its owners and its governance board.

7. Confidentiality. Each party hereto and their respective counsel, representatives and agents agrees that they will not disclose any of the terms of this Release. The parties and their respective counsel, representatives and agents are not, however, precluded from disclosing the terms of the Release to their attorneys, accountants, tax preparers, paid financial advisors or any governmental, regulatory or judicial authority which might compel the disclosure of this Release. Notwithstanding the foregoing, if any of the parties is served with a subpoena or other governmental or judicial process seeking to compel the disclosure of this Release, it shall be the responsibility of the party that receives the subpoena or other governmental or judicial process to notify all other parties to this Release within 72 hours of receipt, thus affording the other parties to this Release an opportunity to move to quash the subpoena or oppose the entry of any order seeking to compel the disclosure of this Release. Additionally, in the event it becomes necessary to file this Release with a court in any future enforcement action between the parties, the parties hereby agree to apply jointly for leave to file this Release under seal.

8. Future Conduct. Franchisee, on behalf of itself and its owners, agents, contractors, officers, managers, and directors, and the Guarantors (collectively, "Franchisee's Representatives") expressly covenant and agree that each of them shall not, at any time, either orally or in writing or through any other medium (including without limitation through any social media Unit, posting, blog or comment), or any other form of communication, (i) disparage, defame, impugn, assail or criticize the reputation, integrity, professionalism or conduct of the Franchisor or its officers, directors, managers, owners, agents, contractors and employees (collectively, "Franchisor's Representatives,") the franchisees of Franchisor, or any of their representatives, (ii) pursue or promote any action to encourage any of Franchisor's Franchisees to (1) abandon or terminate their franchise, (2) not pay amounts due to Franchisor, (3) not perform under any franchise agreement, or (4) not support the Franchisor or any of its programs in any way; or (iii) voluntarily testify or appear as a witness, consultant or expert, or participate as an adverse party to Franchisor, in any civil litigation, arbitration or dispute resolution proceeding against Franchisor or any of Franchisor's Representatives related to the franchise, the business of Franchisor or the System, Franchisee's

Representatives may answer truthfully to any inquiry received from a governmental authority or in response to any lawful discovery or subpoena issued in any civil or criminal proceeding. The Franchisee's Representatives and the Franchisor's Representatives will treat each other with mutual respect. Franchisor and the Franchisor's Representatives covenant and agree not to disparage, defame, impugn, assail or criticize the reputation, integrity, professionalism or conduct of Franchisee and the Guarantors in connection with this franchise. The parties acknowledge that monetary damages may not be sufficient to provide redress to an aggrieved party if the other party breaches this Section, so the parties consent to the entry of injunctive relief to prevent any breach or continuing breach of this Section.

9. Consultation with Counsel. Franchisee and Guarantor(s) acknowledge that each of them have consulted with, or had the opportunity to consult with, legal counsel of their own selection about this Release. Franchisee and Guarantor(s) each understand how this Release will affect your legal rights and voluntarily enter into this Release with such knowledge and understanding.

10. Governing Law; Consent to Jurisdiction. This Release will be governed by and interpreted under Ohio law. The parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the United States District Court for the Southern District of Ohio and Ohio state courts situated in Hamilton County, Ohio, for the purposes of all cases and controversies involving this Release and its enforcement, and the Franchise Agreement.

11. Attorneys' Fees. The parties agree that the non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Release or collect amounts owed under this Release.

12. Capitalized Terms. Capitalized terms not otherwise defined in this Release shall have the meaning assigned to that term in the Franchise Agreement, including its addenda and amendments.

13. Execution in Counterparts. To facilitate execution of this Release by geographically separated parties, this Release and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Release to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile executions shall be treated as originals for all purposes.

14. Entire Agreement. This Release constitutes the entire understanding and agreement between the parties with respect to the Franchised Business and the termination of the Franchise Agreement. This Release may not be changed or modified, except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date and year first above written.

FRANCHISEE:

_____

By: _____
Printed Name: _____
Title: _____

FRANCHISOR:

1 TOM PLUMBER GLOBAL INC.

By: _____
Printed Name: _____
Title: _____

GUARANTORS:

_____
Printed Name:

_____
Printed Name:

_____
Printed Name:

EXHIBIT D

Form of Non-Disclosure and Non-Use Agreement

NON-DISCLOSURE AND NON-USE AGREEMENT

THIS NON-DISCLOSURE AND NON-USE AGREEMENT (the "***Agreement***") is made and given to 1 Tom Plumber Global Inc., an Ohio corporation, for the collective benefit such entity and its affiliates (collectively, "***Company***"), by the undersigned, as of the date set forth below.

BACKGROUND:

In conjunction with exploration of a potential business relationship between the undersigned and the Company (the "***Purpose***"), the undersigned has need of, may become aware of, and/or may come into possession of (i) financial information, business plans, information about the Company's business and/or other non-public information and trade secrets that Company considers confidential or proprietary, (ii) information about a customer of Company that is non-public, confidential, or proprietary in nature, and/or that is protected by law or by order of a court, arbitrator, or other such authority, and/or (iii) information and property held by Company pursuant to a contractual or fiduciary relationship. Company is willing to disclose to the undersigned, or permit the disclosure to the undersigned of, such information and property only upon receipt of the assurances contained within this Agreement, and the undersigned is willing to give such assurances.

NOW, THEREFORE, in consideration of the recitals above and other good and valuable consideration, the undersigned hereby agrees as follows:

1. Definition of Confidential Information

"***Confidential Information***" means any information of any type in any form that (i) is disclosed to or observed or obtained by the undersigned from Company (or from a person the recipient knows or reasonably should assume has an obligation of confidence to Company) in the course of, or by virtue of, the Purpose and (ii) either is designated as confidential or proprietary in writing at the time of such disclosure or within a reasonable time thereafter (or, if disclosure is made orally or by observation, is designated as confidential or proprietary orally by the person disclosing or allowing observation of the information) or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential or proprietary.

For purposes of this Agreement, however, the term "Confidential Information" specifically shall not include any portion of the foregoing (other than information about the health or financial status of any person) that (i) was in the undersigned's possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from Company, (ii) was disclosed to the undersigned by a third party not having an obligation of confidence of the information to any person or body of which the undersigned knew or that, under the circumstances, the undersigned reasonably should have assumed to exist, or (iii) is or becomes (other than by the act or omission of the undersigned) a part of the public domain not under seal by a court of competent jurisdiction.

In the event of any ambiguity as to whether information is Confidential Information, the foregoing shall be interpreted strictly and there shall be a rebuttable presumption that such information is Confidential Information.

Without limiting any other provisions of this Agreement or granting by implication any rights with respect to any particular item, and whether or not otherwise meeting the criteria described herein, the following shall be deemed conclusively to be Confidential Information: (i) all information that the recipient knows or reasonably should know is a trade secret pursuant to applicable law; (ii) any notes, compilations, analyses, or other materials created by or on behalf of the undersigned that contain, describe, or refer to information that is Confidential Information of Company; and (iii) to the extent not generally known to the public or to third parties in the relevant industry, (A) all data, documents, flow charts, logic diagrams, design concepts, technical information, processes, standards, specifications, improvements, inventions, procedures, know-how, formulae, algorithms, source and executable codes, scripts, file layouts, database arrangements, test materials, business concepts and methods, financial information, services instructions for menu items, ingredients, new menu items and the like, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data, supplier lists, supplier contract and arrangement terms, non-obvious Company design, décor, and organization elements, and passwords, entry codes, access sequences, or the like of the Company, (B) all information and property that the recipient knows or reasonably should assume is possessed by Company through a contractual or fiduciary relationship with a third party (including without limitation property possessed or accessible pursuant to a license or other contractual arrangement, information regarding the business of Company's customer or prospective customer,

the identity of any third party in a confidential relationship with Company, and information about the health or financial status of any person), and (C) this Agreement (other than the fact of its existence), the identity of Company as a party to this Agreement, and the fact of the parties' Purpose.

Any information otherwise meeting the foregoing definition of "Confidential Information" that was received by the undersigned prior to the date of this Agreement but preliminary to or in contemplation of this Agreement or the Purpose shall be deemed to be Confidential Information.

2. Non-Disclosure of Confidential Information

Except as otherwise specifically authorized by Company in writing, the undersigned shall keep all Confidential Information disclosed to it strictly confidential and shall not disclose (or permit the disclosure by any of its employees, contractors, or agents of) any Confidential Information except as expressly approved in writing by Company or as otherwise permitted under this Agreement; provided, however, that the undersigned may disclose appropriate portions of Confidential Information to those of its employees, contractors, agents, and professional advisors who have a substantial need to know the specific information in question in connection with the Purpose so long as all such persons (i) have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Agreement and (ii) are bound either by contract, employment policies, or fiduciary or professional ethical obligation to maintain such information in confidence. The foregoing notwithstanding, in the event the undersigned becomes legally compelled to disclose any Confidential Information, the undersigned shall provide Company with prompt notice thereof so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Company waives compliance with the provisions of this Agreement, the undersigned agrees to furnish only the portion of the Confidential Information that it is legally required to disclose, as advised by written opinion of counsel. The undersigned also shall exercise its best efforts to obtain reasonable, reliable assurance that confidential treatment as provided in this Agreement will be accorded to the Confidential Information so disclosed.

3. Non-Use of Confidential Information

The undersigned shall not, in any manner or at any time, use or authorize the use of any Confidential Information except as is necessary to effectuate the purposes of the Purpose.

4. Security of Confidential Information

In addition to any other restrictions or obligations imposed at law, the undersigned will maintain all Confidential Information under secure conditions, using reasonable security measures and in any event not less than the same security procedures used by the undersigned for the protection of its own Confidential Information of a similar kind.

5. Copying of Confidential Information.

Except as otherwise specifically authorized by Company in writing, the undersigned shall not copy or otherwise reproduce any part of any Confidential Information, nor attempt to do so, other than as is necessary to effectuate the purposes of the Purpose. Any embodiments of Confidential Information that may be generated by the undersigned, either pursuant to or in violation of this Agreement, will be deemed the Confidential Information of Company.

6. Proprietary Legends

Except as otherwise specifically authorized by Company in writing, the undersigned shall not remove, obscure, or deface on or from any embodiment of any Confidential Information any proprietary legend relating to Company's rights.

7. Compliance with Export Restrictions

The undersigned shall comply with all applicable laws, regulations, and restrictions relating to the use, handling, disclosure, export, and transfer of the Confidential Information. The undersigned warrants that no technical data furnished to it by Company will be exported from the United States, including without limitation disclosing technical data to a foreign firm, foreign government, or foreign national not lawfully admitted to the United States as a permanent resident, without first (i) obtaining the express written consent of Company in its sole discretion and (ii) complying with all applicable requirements of the International Traffic in Arms Regulations and the Export Administration Act, including without limitation the requirement for obtaining any export license or other approval, if applicable. The undersigned shall not submit any request for authority to export any such technical data without the express written consent of Company in its sole discretion.

8. Term

The obligations of the undersigned pursuant to this Agreement shall continue until three years following the last date that Confidential Information is disclosed to or observed or obtained by the undersigned pursuant to this

Agreement; provided, however, that the obligations of the undersigned pursuant to this Agreement with respect to Confidential Information that the recipient knows or reasonably should know is a trade secret pursuant to applicable law shall continue for as long as such information remains a trade secret; and provided, further, that the obligations of the undersigned pursuant to Section 2 of this Agreement shall continue indefinitely.

9. Acknowledgment of Rights

The undersigned acknowledges that, as between Company and the undersigned, all Confidential Information shall be and remain exclusively the property of Company. Nothing contained in this Agreement shall be construed as granting to or conferring upon the undersigned any right, by license or otherwise, expressly or by implication, in respect of any Confidential Information or any applications thereof.

10. No Warranties

The undersigned acknowledges that Company makes no representation or warranty as to the Confidential Information disclosed hereunder, including without limitation any representation or warranty as to accuracy, completeness, or relevance, and any implied such representations and warranties are hereby disclaimed. Company shall have no liability to the undersigned for any use of Confidential Information by the undersigned.

11. Return or Destruction of Confidential Information

At any time or times as may be requested by Company, and in any case within 10 days following the end of the Purpose, the undersigned shall return or permanently and securely destroy all copies and other physical embodiments of the Confidential Information in its possession or under its control and permanently and securely delete any electronic embodiments of the Confidential Information from its computers and storage devices and media. Upon request of Company, the undersigned shall deliver a certificate of an officer of the undersigned that all such Confidential Information has been returned or destroyed.

12. Injunctive Relief

The undersigned acknowledges that the Confidential Information has been and is developed and obtained by Company with considerable effort and expense or subject to legal obligations regarding its confidentiality, that the Confidential Information is unique, secret, and valuable to Company, and that any unauthorized use of Confidential Information by the undersigned, or any disclosure of the same to any third party other than as permitted under this Agreement, would be wrongful, may violate law, and would cause irreparable injury to Company. The undersigned further acknowledges that any breach of this Agreement would cause irreparable harm to Company for which an award of money damages alone would not be an adequate remedy, and the undersigned therefore agrees that Company shall be entitled to specific performance and immediate preliminary and permanent injunctive relief without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Company may be entitled as a result of a breach of this Agreement. Company shall be entitled to reasonable attorney's fees and costs incurred by it in enforcing its rights under this Agreement. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting Company's rights under applicable law to protect its Confidential Information.

13. No Partnership; No Commitment; No Exclusivity

Except as expressly set forth in a separate written agreement between the undersigned and Company, nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (i) create any partnership or joint venture as between the undersigned and Company; (ii) be deemed a commitment by the undersigned or Company to engage in any business relationship, contract, or future dealing with of for the benefit of the other, or (iii) limit the right of the undersigned or Company to conduct discussions or engage in any undertaking, whether similar to or different from the Purpose, so long as such discussions or undertaking do not violate this Agreement.

14. Other Provisions

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (other than its conflicts of law provisions) and venue shall be exclusive in the federal or state courts sitting in Hamilton County, Ohio. If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable. This Agreement, including any exhibits referred to in this Agreement, all of which form a part hereof, contains the entire understanding of the undersigned and Company with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the undersigned and Company. No failure or delay in the exercise of any power, right, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right, or privilege preclude the further exercise thereof or of any other right, power, or privilege. All rights

and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by him/herself or its duly authorized representative as of the date shown below.

[Signature block if individual:]

_____
(Signature, if individual)

_____
(Name written out, if individual)

Date:_____

[Signature block if entity:]

_____
(Company name written-out)

By:_____
(Signature of duly-authorized officer)

Its:_____
(Title of duly-authorized officer)

Date: _____

Exhibit E

Disclosure Document Addenda Required by Certain States

The following are additional disclosures for the Multistate Franchise Disclosure Document of 1 Tom Plumber Global, Inc. required by various state franchise laws. A particular state's disclosures only apply if you are located in that state and covered by that state's franchise law.

~~APPENDIX~~ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT REQUIRED BY THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

Neither we nor any person or franchise broker identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

You must sign a general release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Section 31125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (Title 11, United States Code, Section 101).

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damage clauses are unenforceable.

The Franchise Agreement requires application of the laws of the State of Ohio. This provision may not be enforceable under California law.

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
(d) Violations of any provision of this division.

OUR WEBSITE, www.1tomplumber.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALFIORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

OUR WEBSITE, www.1tomplumber.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALFIORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

HAWAII ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

The following paragraphs are added after Item 23 of the Franchise Disclosure Document:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE

FRANCHISOR WILL DEFER COLLECTION OF THE INITIAL FRANCHISE FEE UNTIL FRANCHISOR HAS FULFILLED ITS INITIAL OBLIGATIONS OWED TO FRANCHISEE UNDER THE FRANCHISE AGREEMENT OR OTHER DOCUMENTS AND THE FRANCHISEE HAS COMMENCED DOING BUSINESS PURSUANT TO THE FRANCHISE AGREEMENT.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. Due to its financial condition, Franchisor is required by the Illinois Attorney General to escrow the payment of all initial franchise fees owed to the Franchisor by the franchisee until such time as the initial obligations of the Franchisor to assist the franchisee to establish and open the franchisee's business are fulfilled. The Escrow Agreement is on file with at the Office of the Attorney General.

6. The Franchisor in its sole discretion may require YOU to purchase multiple units if it believes that your territory cannot be serviced from a single Central Office. The FEE for each unit is $45,000.

7. "NATIONAL ACCOUNTS" MAY EXIST IN THE FUTURE WITHIN THIS FRANCHISE SYSTEM. THE FRANCHISOR RESERVES THE RIGHT TO ESTABLISH, IDENTIFY, NEGOTIATE AND SERVICE "NATIONAL ACCOUNTS" **WITHIN YOUR EXCLUSIVE TERRITORY**. YOU MAY BE OFFERED THE OPPORTUNITY TO SERVICE A NATIONAL ACCOUNT IN YOUR TERRITORY AT PREVIOUSLY-NEGOTIATED PRICES/RATES. IF YOU DECLINE, THE FRANCHISOR, ITS AFFILIATE(S) OR ANOTHER FRANCHISEE WILL PROVIDE PRODUCTS & SERVICES TO THE "NATIONAL ACCOUNT" WITH NO COMPENSATION PAID TO YOU.

[Signature Page Follows]

FRANCHISOR
1 Tom Plumber Global Inc.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

_____

By: _____
Name: _____
Title: _____
Date: _____

ADDENDUM TO THE 1 TOM PLUMBER FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

This "Addendum" is made and entered into by and between 1 Tom Plumber Global Inc., a Ohio corporation ("we", "our" or "us"), as franchisor, and _____, a(n) _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. Due to its financial condition, Franchisor is required by the Illinois Attorney General to escrow the payment of all initial franchise fees owed to the Franchisor by the franchisee until such time as the initial obligations of the Franchisor to assist the franchisee to establish and open the franchisee's business are fulfilled. The Escrow Agreement is on file with at the Office of the Attorney General.

6. The Franchisor in its sole discretion may require YOU to purchase multiple units if it believes that your territory cannot be serviced from a single Central Office. The FEE for each unit is $45,000.

7. "NATIONAL ACCOUNTS" MAY EXIST IN THE FUTURE WITHIN THIS FRANCHISE SYSTEM. THE FRANCHISOR RESERVES THE RIGHT TO ESTABLISH, IDENTIFY, NEGOTIATE AND SERVICE "NATIONAL ACCOUNTS" **WITHIN YOUR EXCLUSIVE TERRITORY**. YOU MAY BE OFFERED THE OPPORTUNITY TO SERVICE A NATIONAL ACCOUNT IN YOUR TERRITORY AT PREVIOUSLY-NEGOTIATED PRICES/RATES. IF YOU DECLINE, THE FRANCHISOR, ITS AFFILIATE(S) OR ANOTHER FRANCHISEE WILL PROVIDE PRODUCTS & SERVICES TO THE "NATIONAL ACCOUNT" WITH NO COMPENSATION PAID TO YOU.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

[Signature Page Follows]

FRANCHISOR
1 Tom Plumber Global Inc.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

_____

By: _____
Name: _____
Title: _____
Date: _____

INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of this Disclosure Document, the Franchise Agreement, the other agreements or Ohio law if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede the provisions of Sections 29, 30 and 31 of the Franchise Agreement in the State of Indiana to the extent that may be inconsistent with such prohibition.

3. The prohibition by Indiana Code 23-2-2.7-1(10) against limiting litigation brought for breach of the agreement, shall supersede the provisions of Section 32 of the Franchise Agreement in the State of Indiana to the extent that may be inconsistent with such prohibition.

4. Notwithstanding the Franchise Agreement, you recognize that in the event of any use of the System not in accord with that Agreement, we shall be entitled to seek injunctive and other relief.

5. No release language set forth in the Disclosure Document, Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

6. Section 46 of the Franchise Agreement is amended to provide that such agreement (as applicable) will be construed in accordance with the laws of the State of Indiana.

7. Any provision in the Disclosure Document or Franchise Agreement that designates jurisdiction or venue, or requires franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, may not be enforceable.

8. Section 32(b) (Jury Trial Waiver) of the Franchise Agreement is deleted from all Agreements entered into in Indiana.

ADDENDUM TO THE 1 TOM PLUMBER FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA

This "Addendum" is made and entered into by and between 1 Tom Plumber Global Inc., a Ohio corporation ("we", "our" or "us"), as franchisor, and _____, a(n) _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise Agreement without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede the provisions of Sections 29, 30 and 31 of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Section 33(b) is modified by adding the following to the end thereof:

> "Notwithstanding the foregoing provisions of this Section to the contrary, in the event that liquidated damages are prohibited by applicable state law, Franchisor may seek such damages in a court of proper jurisdiction."

3. Section 46 is deleted in its entirety and replaced with the following:

> "This Franchise Agreement and any claims arising under it or in relation to it or to the relationships between the parties shall be governed, construed, interpreted and enforced by and under the laws of the State of Indiana."

4. Section 47 is deleted in its entirety and replaced with the following:

> "With respect to any claims, controversies or disputes which are not finally resolved through mediation or as otherwise provided above, Franchisor, Franchisee, and Owners hereby irrevocably submit themselves to the jurisdiction of the state and federal courts located in Indiana having subject matter jurisdiction of the claim, and hereby waive all objections to personal jurisdiction for the purpose of carrying out this provision. Franchisee and Owners hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Franchise Agreement or the relationship created by this Franchise Agreement by any means allowed by the laws and applicable rules of procedure of the United States, the State of Indiana, the state of residence of the Franchisee or Owner, or the state in which the Unit is located."

5. Section 32(b) of the Franchise Agreement (relating to waiver of a jury trial) is hereby deleted.

6. No release language set forth in the Franchise Agreement shall require a party to release any claim arising under Indiana franchise law.

All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Indiana.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

1 Tom Plumber Global Inc.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

By: _____
Name: _____
Title: _____
Date: _____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. The Franchise Disclosure Document and Franchise Agreement provide for the execution of a general release in order to approve the transfer or renewal of the franchise. The documents are amended to comply with Maryland Franchise Investment Law, as follows:

The general release required as a condition of transfer or renewal in the State of Maryland is deleted.

2. The Franchise Disclosure Document and Franchise Agreement provide for consent to the jurisdiction of courts in Hamilton County, Ohio. The documents are amended as follows:

The choice of law and designation of jurisdiction and venue does not waive any rights conferred upon Franchisee by the provisions of the Maryland Franchise Law, including the right to bring an action alleging a cause of action under the Maryland Franchise Law in the State of Maryland. The requirement for consent to a jurisdiction of courts outside of Maryland is deleted.

3. The Franchise Disclosure Document and Franchise Agreement provide that the agreements shall be construed according to the laws of the State of Ohio. The documents are amended as follows:

The Franchise Agreement shall be construed according to the laws of Maryland.

4. Nothing in the Franchise Dislcosure Douucment or Franchise Agreement shall act to reduce the three-year statute of limitations afforded to Franchisee for bringing a claim under Maryland Franchise Law.

5. The Franchise Disclosure Document and Franchise Agreement provide for termination upon bankruptcy. The documents are amended to add the following:

Termination upon bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. sections 101, et seq.) but Franchisor and Franchisee agree to enforce this provision to the maximum extent of the law.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

To the extent this Addendum is be deemed to be inconsistent with any terms of conditions of the Documents, Agreements or Exhibits, the terms of this Addendum will govern.

FRANCHISOR

1 Tom Plumber Global Inc.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

_____

By: _____
Name: _____
Title: _____
Date: _____

ADDITIONAL DISCLOSURES REQUIRED
BY THE STATE OF MICHIGAN

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

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

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

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

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

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

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

Any questions regarding this Notice shall be directed to the

State of Michigan
Consumer Protection Division
Attention: Franchise
G. Mennen Williams Building, First Floor
525 West Ottawa Street
Lansing, Michigan 48933
517-373-7117

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATED THEIR FRANCHISES IN MICHIGAN.

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

Notwithstanding anything to the contrary in the Franchise Disclosure Document and the Franchise Agreement for Franchisees located in the State of Minnesota, the following provisions shall supersede and apply:

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring a waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce: (1) any of the franchisee's rights as provided for in the Minnesota Statutes, Chapter 80C; or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases): (1) that a franchisee be given 90 days-notice of termination (with 60 days to cure) and 180 days-notice for non-renewal of the franchise agreement; and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1 (g). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit or demand regarding the use of the name.

4. Minnesota Rule 2860.4400(D) prohibits a franchisor requiring a franchisee to consent to a general release.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.

6. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

[Signature Page Follows]

FRANCHISOR

1 Tom Plumber Global Inc.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

_____

By: _____
Name: _____
Title: _____
Date: _____

ADDENDUM TO THE 1 TOM PLUMBER FRANCHISE AGREEMENT FOR THE STATE OF NEW YORK

The following amendments to the TCWW Franchise Disclosure Document apply to franchisors and franchisees subject to New York statutes and regulations:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action

or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currenyly effective injunctive or restrictive order relating to any other busiensss activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

[*signature page follows*]

AS WITNESS the hands of the duly authorized representatives of the parties hereto as of the date of execution by 1 Tom Plumber Global Inc. set forth below.

ATTEST:

FRANCHISEE:

_____
(Name of corporate or partnership franchisee)

By:_____

By:_____

Name:_____

Title:_____

ATTEST:

1 TOM PLUMBER GLOBAL INC.

By:_____

By:_____

Name:_____

Title:_____

Date:_____

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. Item 17.c. and 17.m. of the Franchise Disclosure Document; Sections 4(d) and 22(c) of the Franchise Agreement provide for the execution of a general release in order to approve of the renewal aor transfer of the franchise. The documents are amended to comply with North Dakota Franchise Investment Law, as follows:

The general release required as a condition of renewal or transfer in the State of North Dakota is deleted.

2. Item 17.r. of the Franchise Disclosure Document and Section 11 of the Franchise Agreement, contain covenants restricting competition. The documents are amended to comply with North Dakota Statute Century Code, Section 9-08-06, as follows:

Covenants not to compete are generally considered unenforceable in the State of North Dakota.

3. Item 17.v. of the Franchise Disclosure Document and Section 47 of the Franchise Agreement, provide for consent to the jurisdiction of courts in Hamilton County, Ohio. The documents are amended as follows:

The choice of law and designation of jurisdiction and venue does not waive any rights conferred upon Franchisee by the provisions of the North Dakota Franchise Law, including the right to bring an action alleging a cause of action under the North Dakota Franchise Law in the State of North Dakota. The requirement for consent to a jurisdiction of courts outside of North Dakota is deleted.

4. Item 17.w. of the Franchise Disclosure Document and Section 46 of the Franchise Agreement provide that the agreements shall be construed according to the laws of the State of Ohio. The documents are amended as follows:

The Franchise Agreement shall be construed according to the laws of North Dakota.

5. Nothing in the Franchise Disclosure Document or Franchise Agreement shall be construed to shorten the statute of limitation provided for under North Dakota law. The statute of limitation under North Dakota law will apply.

6. Section 48 of the Franchise Agreement provides that Franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreements. The agreement is amended as follows:

The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

7. Any requirements in the Franchise Agreement which require the Franchisee to agree to the penalties of termination or liquidated damages are deleted.

8. Section 32(b) of the Franchise Agreement requires that the Franchisee consent to a waiver of trial by jury. The agreement is amended to comply with North Dakota Franchise Investment Law as follows:

The requirement to waive trial by jury is deleted.

9. Section 32(a) of the Franchise Agreement requires that the Franchisee consent to a waiver of exemplary and punitive damages. The agreement is amended as follows:

The requirement to waive exemplary and punitive damages is deleted.

10. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

11. Franchisor will defer collection of the initial franchise fee until Franchisor has fulfilled its initial obligations owed to franchisee under the franchise agreement or other documents and the franchisee has commenced doing business pursuant to the franchise agreement.

To the extent this Addendum is be deemed to be inconsistent with any terms of conditions of the Documents, Agreements or Exhibits, the terms of this Addendum will govern.

FRANCHISOR

1 Tom Plumber Global Inc.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

_____

By: _____
Name: _____
Title: _____
Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

The provisions of the Franchise Disclosure Document or Franchise Agreement which conflict with Section 19-28.1-14 are void.

FRANCHISOR

1 Tom Plumber Global Inc.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

_____

By: _____
Name: _____
Title: _____
Date: _____

ADDENDUM TO THE 1 TOM PLUMBER FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Disclosure Document for use in the Commonwealth of Virginia is amended by adding the following statements to Item 17.h. of the Franchise Disclosure Document:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute reasonable as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The Franchise Disclosure Document and Franchise Agreement are also amended for use in the Commonwealth of Virginia by adding the following:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington

The undersigned does hereby acknowledge receipt of this addendum.

[*Signature Page Follows*]

FRANCHISOR

1 Tom Plumber Global Inc.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

_____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit F

Financial Statements

THIS EXHIBIT INCLUDES FRANCHISOR'S FINANCIAL STATEMENTS AS OF DECEMBER 31, 2023

1TOM PLUMBER GLOBAL, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2023, 2022 AND 2021

1TOM PLUMBER GLOBAL, INC.

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DECEMBER 31, 2023, 2022 AND 2021

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Seibel & Katz CPAs website: seibelkatzcpa.com

3814 West Street Suite 311 Mariemont, Ohio 45227 (513) 271-7835 FAX (513) 271-7615

INDEPENDENT AUDITOR'S REPORT

To Members of 1Tom Plumber Global, Inc.

Opinion

We have audited the accompanying financial statements of 1Tom Plumber Global, Inc. (a S Corporation), which comprise the balance sheet as of December 31, 2023 and 2022 and the related statements of income, and cash flow for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 1 Tom Plumber Global, Inc. as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 1Tom Plumber Global, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 1Tom Plumber Global, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 1Tom Plumber Global, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about 1Tom Plumber Global, Inc.'s ability to continue as a going concern for a reasonable period of time.

Other Relevant Information

We reviewed the financial statements of 1Tom Plumber Global, Inc. (a S Corporation), which comprise the balance sheet as of December 31, 2021 and the related statements of income, and cash flows for the year then ended. The financial statements for this year were included in our report. We did not express an opinion on these statements, however, due to the merge with 1Tom Plumber Global-Brand (Brand) in 2022 some accounts for 2021 were adjusted to show comparability with the audited 2023 and 2022 combined financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Seibel & Katz CPAs, LLC
Cincinnati, OH 45424
March 31, 2024

1 TOM PLUMBER GLOBAL, INC.
BALANCE SHEETS
FOR THE YEARS ENDED 'DECEMBER 31, 2023, 2022 AND 2021

ASSETS	2023	2022	2021
Current Assets:			
Cash and Cash Equivalents	$ 195,602	$ 50,501	$ 17,536
Franchise Fee Receivable (net)	44,128	509,711	50,000
Royalty Fee Receivable	40,610	34,590	15,242
Brand Fund Receivable	15,538	11,690	-
Accounts Receivable - Related Party	567,754	135,137	9,003
	863,630	741,629	91,781
Capital Assets:			
Inventory Held for Resale	-	251,078	-
Furniture and Office Equipment	3,203	3,203	-
Start Up Costs	159,140	159,140	159,140
Automobiles	65,516	14,320	-
	227,858	427,741	159,140
Less: Accumulated Depreciation & Amortization	(120,407)	(92,274)	(60,446)
Net Capital Assets	107,451	335,467	98,694
Other Assets:			
1700 Other Investments	107,803	25,000	25,000
Total Other Assets	107,803	25,000	25,000
Total Assets	$ 1,078,884	$ 1,102,096	$ 215,475

The accompanying notes are an integral part of the financial statements

1 TOM PLUMBER GLOBAL, INC.
BALANCE SHEETS
FOR THE YEARS ENDED 'DECEMBER 31, 2023, 2022 AND 2021

	2023	2022	2021
LIABILITIES AND NET ASSETS			
Current Liabilities:			
Accounts Payable	$ 21,358	$ 37	$ 3,061
Accounts Payable Related Party	31,156	920	7,745
Loan from Icon Rental to Global	30,901	20,000	20,000
Accrued Payroll Payable	-	21,269	10,593
Deferred Revenue	190,244	61,827	9,500
Total Current Liabilities	273,659	104,053	50,899
Long Term Liabilities:			
Deferred Revenue Long Term	1,027,521	524,773	80,021
Loans Payable - Vehicles	-	108,411	105,015
Line of Credit	100,000	-	-
Long-term Payable - Related Party	409,972	165,869	124,497
Note Payable - 1Tom Plumber Cincinnati	90,050	80,050	-
Total Long-term Liabilities	1,627,543	879,103	309,533
Total Liabilities	1,901,201	983,156	360,431
Equity			
Unrestricted Net Assets			
Common Stock - No Par Value; 100 Shares Authorized, Issued and Outhandling	100	100	100
Accumulated Profit (Deficit)	(822,417)	118,840	(145,056)
Retained Earnings	-		
Total Stockholder's Profit (Deficit)	(822,317)	118,940	(144,956)
Total Liabilities and Stockholder's Equity	1,078,884	1,102,096	215,475

The accompanying notes are an integral part of the financial statements

1TOM PLUMBER GLOBAL, INC
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

	2023	2022	2021
REVENUE:			
Royalty Fee	1,522,431	677,601	254,216
Initial Franchise Fee	124,410	407,863	5,478
Brand Fund Fees	606,829	279,733	101,898
Territory Fee	37,200	7,500	-
Services	-	5,453	-
Miscellaneous Income	5,660	9,606	-
Total Revenue	2,296,531	1,387,756	361,592
EXPENSES:			
Bank Charges	4,309	4,814	293
Interest Expense	18,138	4,075	-
Auto Maintenance	9,947	576	-
Bad Debts	-	25,965	-
Board Up Phones	1,619	50,840	55,733
Brand Fund - Brand Promotion	253,414	900	-
CAT TAX	379	152	-
Charitable Contributions	300	103	-
Franchise Referral Fee	100,000	50,000	-
Amortization Expense	31,828	31,828	31,828
Vehicle Lease - GMC Terrain	7,992	5,328	-
Dues & subscriptions	30,648	10,140	-
Franchisee Training Expenses	160,170	43,444	5,340
Commercial Insurance Expense	29,728	11,272	18,296
Commercial Insurance Expense:Workers Comp	205	159	8,336
Health Insurance	24,378	3,453	131
Legal & Professional Fees	190,865	69,303	-
Marketing/Promotional:Design Expenses	336,114	59,732	126,089

The accompanying notes are an integral part of the financial statements

1TOM PLUMBER GLOBAL, INC
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

	2023	2022	2021
EXPENSES (continued):			
Office Supplies/Expenses	59,523	31,849	-
Referral Fees	-	50,000	7,854
Payroll and Payroll Overhead	834,252	216,514	127,905
Employee Relations	19,453	-	-
Promotional Meals	45,989	30,360	5,117
Software Expenses	13,705	18,954	13,966
Trade shows	53,608	22,296	34,488
Travel	105,296	38,898	7,070
New Buildout Expenses	32,062	146,971	1,103
Rent	14,567	11,781	13,404
SEO Website Management	65,025	166,183	3,957
Tesla Rent 1 Tom LLC	11,254	2,814	-
Utilities	8,361	6,376	357
Miscellaneous Expense	32,302	9,521	-
Total Income (Expenses)	2,495,431	1,124,600	461,267
OTHER INCOME (EXPENSES)			
Gain/Loss on Sale of Assets	1,146	548	4,635
Miscellaneous Expense	71,046	192	(4,468)
Total Other Income (Expenses)	72,192	740	167
Net Gain (Loss)	(126,709)	263,896	(99,508)
Balance - Beginning of Year	118,840	(145,056)	(45,548)
Distributions	(48,294)	-	-
Prior Period Adjusment	(766,254)	-	-
Balance - End of Year	(822,417)	118,840	(145,056)

The accompanying notes are an integral part of the financial statements.

1TOM PLUMBER GLOBAL, INC.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED 'DECEMBER 31, 2023, 2022 AND 2021

	2023	2022	2021
Cash Flows from Operating Activities:			
Net Profit (Loss)	$ (126,709)	$ 263,896	$ (99,508)
Depreciation & Amortization	28,133	31,828	31,828
Change in Operating Activities:			
(Increase) Decrease in:			
Accounts Receivable - Related Party	(432,617)	(127,162)	(43,282)
Franchise Fee Receivables	465,583	459,711	-
Royalty Fee Receivable	(6,020)	(19,348)	-
Brand Fund Receivable	(3,848)	(11,690)	-
Accounts Payable	21,321	3,024	(2,168)
Accounts Payable - Related Party	30,236	6,825	(4,710)
Accrued Expenses	(21,269)	(10,676)	2,926
Deferred Revenue	128,417	(417,079)	89,521
Loans Payable	(8,411)	(3,396)	-
Long-term Payable - Related Party	254,103	(121,373)	-
Net Cash Provided by Operating Activities	328,921	54,560	(25,393)
Cash Flows from Investing Activities:			
Other Investments	(82,803)	-	(25,000)
Purchase Fixed Assets	(51,195)	-	-
Long Term Deferred Revenue	(502,748)	-	-
Inventory Held for Resale	251,078	(251,078)	-
Net Cash Used by Operating Activities	(385,668)	(251,078)	(25,000)
Cash Flows from Financing Activities:			
Proceeds from Notes Payable - Related Party	10,901	229,483	66,071
Capital Transactions	190,947	-	-
Net Cash (Used) by Financing Activities	201,848	229,483	66,071
Net Change in Cash	$ 145,101	$ 32,965	$ 15,678
Cash and Cash Equivalents at Beginning of Year	50,501	17,536	1,858
Cash and Cash Equivalents at End of Year	$ 195,602	$ 50,501	$ 17,536

The accompanying notes are an integral part of the financial statements.

1TOM PLUMBER GLOBAL, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023, 2022 AND 2021

NOTE 1 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The 1Tom Plumber Global, Inc. (the Company) was incorporated in the State of Ohio in January 2020. The Company is wholly owned subsidiary of 1Tom Plumber Brand, Inc., a company incorporated in Ohio. The Company intends to franchise the right to operated drain cleaning and full-service plumbing business under the 1Tom Plumber trademark throughout the United State of American. The Company's viability is dependent on the strength of the industry it serves, and the Company's ability to collect on its contracts with customers.

Franchise Development Costs
Cost associated with the development of the franchise agreement and initial franchise disclosure document are capitalized and amortized over the life of the franchise agreements using the straight line method over five years.

Use of Estimates
The preparation of financial statements in conformity with accounting principle generally accepted in the United States of America (GAAP) requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues and expenses that affect the amounts reported in the financial statements and accompanying notes. Certain estimates relate to unsettled transactions and events as of the date of the financial statements. Other estimates relate to assumptions about the ongoing operations and may impact future periods. Accordingly, upon settlement, actual results may differ from estimated amounts.

Accounts Receivable and Allowance for Credit Losses
Accounts receivable are stated at their contractual outstanding balances, net of any allowances for credit losses. Accounts are considered past due if any portion of an account has not been paid in full within contractual terms of the account. The Company begins to assess its ability to collect receivables that are over 90 days past due and provide for an adequate allowance for doubtful accounts based on the Company's collection history, the financial stability, and recent payment history of the customer, and other pertinent factors. Receivables are written off as uncollectable after the Company has made reasonable collection efforts and deems them uncollectible. In accordance with ASC 326 and based on these criteria an allowance in the amount of $25,965 was provided as of December 31, 2022 and not increased in 2023.

NOTE 1 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition

Revenue is measured at the amount of consideration expected to be received in exchange for transferring goods or providing services. The Company recognizes contract revenue for financial reporting purposes over time and at the point and at a point in time.

The Company's contracts with customers are documented in the form of a franchise agreement. The franchise agreement between the Company, as the franchisor, and the franchisee, as the customer requires the Company to perform various activities to support the brand that do not directly transfer goods and services to the franchise. These activities receive consideration through payment of the initial franchise fee. The intellectual property is subject to franchise license is symbolic intellectual property as it does not have significant standalone functionality and substantially all of the utility is derived from its association with the Company's past or ongoing activities. The nature of the Company's promise in granting the franchise license is to provide the franchisee with access to the brand's symbolic intellectual property of the term of the license.

The transaction price in a standard franchise agreement primarily consists of initial franchise fees, and continuing franchise fees. There is no allocation of the transaction price for initial franchise fees or continuing franchise fees as there are stated in the agreement.

The following describes principal activities, separated by major product or service, from which the Company generates its revenues:

Franchise license fees are typically billed upon execution of the franchise agreement and amortized over the term of the franchise agreement which is 10 years,

Continuing Franchise Fees

Continuing franchise fees consist of 1) franchise royalties (5% or 6%) and population fees, 2) brand fund contributions and 3) territory fees.

Franchise royalties, which are based on a percentage of franchise sales, are recognized as sales occur. The royalty revenue percentage applied to the franchise is 5% of gross sales. These amounts are paid on weekly sales.

All population fees, which are based on the size of the market in which the franchise is located and were waived in 2020 and 2021 but resumed in 2022.

Brand fund contributions, which are based on a percentage of franchise sales, are recognized as sales occur. The percentage applied to the brand fund contribution is 2% of gross sales. These amounts are paid on a weekly basis to provide consideration for activities to market, promote, support and evolve the Brand, including call forwarding systems.

The Company recognizes continuing franchise fees revenue at a point in time based off percentage of sales and paid by the franchisee in a timely manner.

NOTE 1 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment
Property and equipment are stated at cost less accumulated depreciation. Depreciation is computed by the straight-line method over the estimated useful lives ranging from five to thirty-nine years.

Inventory Held for Resale
Items are purchased for the benefit of franchisees (automobiles, vehicle wraps, etc.) and are available for them to purchase. Items are carried as cost and no depreciation is taken. Profits and/or loses are recognized upon sale of the items.

Income Taxes
The Company has elected under Section 1362 of the Internal Revenue Code to be taxed as an "S" Corporation. Under the provisions of this section, most of the tax liabilities and benefits from the corporation pass directly to its stockholders.

The Company has adopted the provision of the accounting pronouncements related to accounting for uncertainty in income taxes. The Company recognized no interest or penalties in the states of income for both the years ended December 31, 2023, 2022 and 2021. If the situation arose in which the Company would have interest to recognize it would recognize this as interest expense and penalties would be recognized in other expenses. Currently, the years ended December 31, 2023, 2022 and 2021 are open under federal and state statutes of limitations and remains subject to review and change. The Company is not currently under audit nor has the Company been contacted by these deductions.

Based on the evaluation of the Company's tax positions, management believes all positions taken would be upheld under an examination. Therefore, no provision for the effect of uncertain tax positions has been recorded for both the years ended December 31, 2023, 2022 and 2021.

Recently Issued Significant Accounting Standards

Lease Accounting Standard
In February 2012, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, Leases (Topic 842). The core principle of Topic 842 is that a lease should recognize the assets and liabilities that arise from leases that are not excluded by this standard. Such leases create an asset and a liability for the lessee in accordance with FASB Concepts Statement No. 6 Elements of Financial Statements, and therefore, recognition of these lease assets and lease liabilities represent and improvement of previous GAAP, which did not require lease assets and lease liabilities to be recognized for most leases. The ASCU is effective for nonpublic entities for years beginning after December 15, 2021.

NOTE 1 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

SUBSEQUENT EVENTS

The Company evaluates events occurring subsequent to the date of the financial statements in determining the accounting for and disclosure of transactions and events that affect the financial statements. Subsequent events have been evaluated through March 31, 2024, which is the date the financial statements were available to be issued.

In March 2020, the World Health Company declared the outbreak of a novel coronavirus (COVID-19) as a pandemic, which continues to spread throughout the United States of America.

On March 27, 2020, the President of the United States of America signed the Coronavirus Aid, Relief, and Economic Safety Act (the CARES Act) to provide emergency assistance and health care response for individuals, families, and business affected by the coronavirus pandemic. The Small Business Administration (SBA) received funding and authority through the Act to modify existing loan programs and establish a new loan program to assist small businesses nationwide adversely impacted by the COVID-19 emergency. The Company did not apply or receive the PPP loan.

NOTE 2 – CASH AND CASH FLOWS

At various times throughout the year, the company may have cash in certain financial institutions in excess of insured limits. The Federal Deposit Insurance Corporation (FDIC) insures account balances in all accounts up to $250,000 for each business depositor.

The Company had interest expense of $18,138, $4,075 and $0 for the years ended December 31, 2023, 2022 and 2021 respectively. The Company had no noncash financing or investing transactions.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable consist of the following:

	12/31/2023	12/31/2022	12/31/2021
Brand Fund	$15,538	$11,690	$0
Franchise Fee	44,128	509,711	50,000
Royalty Fee	40,610	34,590	15,242
	$100,276	$555,991	$65,242

NOTE 4 – OTHER INVESTMENTS

In 2023, The Company sold its investment interest in Local Board-up, LLC and Invested in ANR Plumbing for a 20% stake and Phoenix Fitness for a 51% stake.

NOTE 5 – FRANCHISE DEVELOPMENT COSTS SUBJECT TO AMORTIZATION

The company incurred Franchise incorporation fees in the amount of $124,447 and legal fees in the amount $34,693.

	December 31,		
	2023	2022	2022
Cost	$159,140	$159,140	$159,140
Less Accumulated Amortization	102,883	71,055	60,446
Net Cost	$ 56,257	$88,085	$ 98,694

Amortization of these costs was $31,828 for both the years ended December 31, 2023 and 2022. Estimated for the remaining cost is as follows:

Years Ending December 31,	
2024	31,828
2025	24,699
	56,257

NOTE 6 – DEFERRED REVENUE

The Company had deferred revenue for franchise fees of $1,517,764, $586,600 and $89,521 as of December 31, 2023, 2022 and 2021, respectively.

NOTE 7 - RELATED PARY TRANSACTIONS

Activity between the Company and related parties during the years ended December 31, 2023, 2022 and 2021 were as follows:

	Balances as of December 31,		
	2023	2022	2021
Related Party net receivable	$36,576		
Related Party net payable		$111,702	$123,239

NOTE 8 – OPERATING LEASES

The Company leases office space from an unrelated party for $1,226 per month. The lease expires in May 2031. Rent expenses were $14,567, 11,781 and $13,404 for the years ended December 31, 2023, 2022 and 2021 respectively. Future minimum lease payments 2024 is expected to be $14,712.

Exhibit G

State Administrators and Agents for Service of Process

We intend to register this Disclosure Document as a "license" or "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

California
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500 or
(866) 275-2677 (Toll Free)

Hawaii
Business Registration Division
Securities Compliance
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

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

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

Maryland
Office of Attorney General Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan
Michigan Department of Commerce
Corporations and Securities Bureau
670 Law Building
Lansing, Michigan
(517) 373-7117

Minnesota
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651)539-1600

New York
New York State Department of Law
28 Liberty St.
New York, New York 10005
(212) 416-8211

North Dakota
Office of Securities Commissioner
600 East Boulevard, Fifth Floor
Bismarck, North Dakota 58505
(701) 328-4712

Rhode Island
Division of Securities
233 Richmond Street, Suite 232
Providence, Rhode Island 02903-4232
(401) 222-3048

South Dakota
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre SD 57501
(605) 773-3563

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

Washington
Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98507-9033 or
150 Israel Road SW,
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Division of Securities Department of Financial Institutions
P. O. Box 1768
Madison, Wisconsin 53701
(608) 266-8559

Agents for Service of Process:

California:	Commissioner of Business Oversight, 1515 K St., Sacramento, California 95814
Delaware:	Capitol Services, Inc., 615 South DuPont Highway, Dover, Delaware 19901
Hawaii:	Commissioner of Securities, PO Box 40, Honolulu, Hawaii 96810
Illinois:	Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706
Indiana:	Indiana Secretary of State, 302 W. Washington Street, Indianapolis, Indiana 46204
Maryland:	Maryland Securities Commissioner, 200 St. Paul Place, Baltimore, Maryland 21202
Minnesota:	Commissioner of Commerce, 85 7th Place East, Suite 280, St. Paul, Minnesota 55101
New York:	New York Secretary of State, One Commerce Plaza, 99 Washington Ave., Albany, New York 12231
North Dakota:	Securities Commissioner, 600 East Boulevard, Fifth Floor, Bismarck, North Dakota 58505
Ohio:	Dave Prem, 1019 Main Street, Cincinnati, Ohio
Rhode Island:	Director of the Rhode Island Department of Business Regulation, 233 Richmond Street, Providence, Rhode Island 02903
South Dakota:	Director, Division of Insurance, Securities Regulation, 124 S. Euclid, Suite 104, Pierre, South Dakota 57501
Virginia:	Clerk of the State Corporation Commission, 1300 East Main Street, First Floor, Richmond, Virginia 23219
Washington:	Director of Financial Institutions, P. O. Box 9033, Olympia, Washington 98507; 150 Israel Road SW, Tumwater, WA 98501
Wisconsin:	Administrator, Division of Securities, 345 West Washington Avenue, P.O. Box 1768, Madison, Wisconsin 53701-1768

Exhibit H

Table of Contents of Operations Manual

Franchisee Operations Manual

Chapter Title	Number of Pages
Preface and Introduction	6
Services and Pricing	3
Sales	6
Customer Service Philosophy and Policies	4
Operations	15
Safety and Security	14
Labor Management	19
Financial Management	8
Marketing	35
Total Pages	110

Start-Up Manual

Chapter Title	Number of Pages
During Site Selection Weeks	2
Lease and Build-Out Approval Processes	3
Administrative Preparation	6
From Lease-Signing to Opening	11
Total Pages	22

Exhibit I

Names, Addresses, and Phone Numbers of Franchisees
as of December 31, 2023

Alabama
Central Alabama
M2 Services, LLC
3802 Alabama Highway 21 South, Unit 4
Oxford, Alabama 36203
256-745-9317

Huntsville
RNB Plumbing, LLC
1916 Jordan Lane NW
Huntsville, Alabama 35816
256-665-0145

Arizona
East Valley (Phoenix, AZ)
Modern Pipe, LLC
75 W Baseline Rd Ste 22
Gilbert, AZ 85233
480-590-7221

Florida
Brevard County
CK Plumbing Services, LLC
4356 Fortune Pl., Suite D
Melbourne, Florida 32904
321-294-6552

Georgia
Lawrenceville
Initech Plumbing, LLC
332 Swanson Dr. A
Lawrenceville, Georgia 30043
678-349-2333

Illinois
Chicago
Chicago Plumbing Solutions, Inc.
1033 N. Lombard Rd.
Lombard, Illinois 60148
630-519-1250

Louisiana
Layfette
Service Solutions, LLC
100 JB Rd.
Lafayette, Louisiana 70506
337-270-2148

New York
Long Island
1TPR Services, Inc.
52 Central Drive
Farmingdale, NY 11735
631-616-8000

North Carolina
Asheville
Blue Ridge Plumbing and Drain, LLC
9 Legend Dr.
Arden, NC 28704
828-585-4920

Ohio
Cleveland
Distinctive Plumbing, Inc.
36300 Lakeland Blvd unit 7
Eastlake, OH 44095
833-758-6251

Oklahoma
Oklahoma City
Tabber Holdings, LLC
1064 Industrial Dr.
Yukon, Oklahoma 32904
405-779-5961

Tulsa
1TP Tulsa, LLC
9525 E 51st St., Suite G
Tulsa, OK 74145
918-392-4166

Pennsylvania
Johnstown
Mad Bridge Plumbing, LLC
72 Messenger St, STE 2
Johnstown, PA 15902
814-533-5993

Pittsburgh
Marra Plumbing Co., LLC
104 E 4th Ave
Tarentum, PA 15084
412-226-9494

South Carolina
Charleston
1TP Charleston, LLC
1040 Legrand Blvd. B

Charleston, South Carolina 29492
864-302-7403

Greenville
1TP Greenville, Inc.
33 Market Point Dr., Suite 3015
Greenville, South Carolina 29607
864-302-7403

Tennessee
Nashville
EC Plumbing LLC
311 Quecreek Circle
Smyrna, TN 37167
615-956-2124

Texas
San Antonio
Property Solutions, LLC
4418 Fm 1518
Selma, Texas 78154
210-460-0423

Utah
Salt Lake City
EMP Property Services, LLC
15210 S 1800 W
Bluffdale, Utah 84065
801-308-8227

Virginia
Richmond
Richmond Plumbing LLC
1760 Bickerstaff Rd
Henrico, VA 23231
804-210-3373

Washington
Kennewick (Tri-Cities)
24 Hour Plumbing, LLC
6250 W Clearwater Ave
Kennewick, WA 99336
509-378-6890

Seattle
Eagle Emergency Plumbing, LLC
20109 144th Ave NE
Woodinville, WA 98072
425-298-6363

Wisconsin
Madison
1TP of Wisconsin, LLC
217 N Main St
Deerfield, WI 53531
608-690-7431

Names and Addresses of Franchisees who have signed Franchise Agreements but have not yet Opened as of December 31, 2023

Arizona
Payson
Clark's Plumbing, LLC
509 S. Beeline Hwy
Payson, AZ 85541

West Valley (Phoenix, Arizona)
Modern Pipe, LLC
75 W. Baseline Rd.
Gilbert, AZ 85233

Florida
Clearwater
22505 Tampa LLC
3580 Morris St.
St Petersburg, FL 33713

Daytona Beach
CK Plumbing Services, LLC
4356 Fortune Place, Suite D
West Melbourne, FL 32904

East Orlando
CK Plumbing Services, LLC
4536 Fortune Pl., Suite D
Melbourne, Florida 32904

Jacksonville
Plumbing of North East Florida, LLC
14476 Duval Place West, Suite 701
Jacksonville, FL 32218

Lakeland
W-J Plumbing, Inc
121 Falls Ave.
Granite Falls, NC 28630

St. Pete
22505 Tampa LLC
3580 Morris St.
St Petersburg, FL 33713

Tampa
22505 Tampa LLC
3580 Morris St.
St Petersburg, FL 33713

Vero Beach
CK Plumbing Services, LLC
4356 Fortune Place, Suite D
West Melbourne, FL 32904

West Orlando
CK Plumbing Services, LLC
4536 Fortune Pl., Suite D
Melbourne, Florida 32904

Illinois
N. Chicago
PF Plumbing, Inc.
9200 Pyott Rd
Crystal Lake, IL 60156

Kentucky
Elizabethtown
ANR Plumbing, LLC
131 S. New Albany St.
Sellersburg, Indiana 47172

North Carolina
Hickory
WF Plumbing, Inc.
121 Falls Ave
Granite Falls, NC 28630

N. Charlotte
1TP Charleston, LLC
3001 Highway 29 North
Belton, SC 29627

S. Charlotte
1TP Charleston, LLC
3001 Highway 29 North
Belton, SC 29627

Wilmington
1TP Charleston, LLC
3001 Highway 29 North
Belton, SC 29627

Ohio
Akron
Distinctive Plumbing, LLC

36300 Lakeland Blvd., Unit 7
Eastlake, Ohio 44095

Columbus
CR Plumber, LLC
2967 E. 6th Ave. Ste 102
Columbus, OH 43219

Youngstown
DeLaGarza Enterprises, Inc.
44779 OH-14
Columbiana OH 44408

Pennsylvania
Allentown
Atlas Plumbing Services, LLC
80 Messenger St
Johnstown, PA 15902

Harrisburg
Mad Bridge Plumbing, LLC
80 Messenger St.
Johnstown, PA 15902

Scranton
Atlas Plumbing Services, LLC
80 Messenger St
Johnstown PA 15902

State College
Mad Bridge Plumbing, LLC
171 Technology Drive, Suite 100
Boalsburg, PA 16827

South Carolina
Myrtle Beach
1TP Charleston, LLC
3001 Highway 29 North
Belton, SC 29627

Texas
Arlington
BMB Service Solutions, LLC
5037 Martin Luther King Jr Freeway
Fort Worth, TX 76119

Fort Worth
Lewis Plumbing, LLC
1800 Placitas Trail
Fort Worth, TX 76131

Lubbock
Property Solutions, LLC
4418 Fm. 1518
Selma, Texas 78154

Virginia
Seven Cities
Richmond Plumbing, LLC
1760 Bickerstaff
Henrico, VA 23231

Wisconsin
Milwaukee
1TP of Wisconsin, LLC
217 N. Main St.
Deerfield, WI 53531

Names and Addresses of Franchisees who have had their Franchise terminated, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year

Tennessee
Knoxville
Apostle Plumbing, LLC
Address TBD

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
Hawaii	Pending
Indiana	April 20, 2024
Illinois	Pending
Maryland	~~Pending~~June 19, 2024
Michigan	February 24, 2024
Minnesota	May 13, 2024
New York	May 22, 2024
North Dakota	~~Pending~~May 24, 2024
Rhode Island	April 30, 2024
South Dakota	April 17, 2024
Virginia	~~Pending~~May 28, 2024
Washington	Pending
Wisconsin	~~Pending~~April 15, 2024

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.

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English. Read this Disclosure Document and all agreements carefully.

If 1 Tom Plumber Global Inc. (Franchisor) offers you a franchise, we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 days before you sign a binding contract or pay any consideration. Connecticut and Michigan require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Franchisor does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and you should report it to the Federal Trade Commission, Washington, D.C. 20580, and the applicable state agency listed on Exhibit E to this Disclosure Document.

Franchisor is located at 24 Whitney Drive, Suite B, Milford, OH 45150. Its telephone number is 1-855-832-6866. The franchise seller for this offering is _____ at that address or _____@1tomplumber.com.

Issuance date: April 1, 2024

Franchisor has authorized the persons listed on Exhibit E to this Disclosure Document to receive service of process for us in Ohio and states where our franchise is registered.

I have received Franchisor Disclosure Document, dated April 1, 2024 (or the later date set forth for each applicable state on Exhibit E to this Disclosure Document), which includes the following exhibits:

Attachment I Unit Locations

A	Franchise Agreement including forms of Automated Clearing House Payment Authorization; Guaranty and Restriction Agreement; Management Confidentiality and Non-Competition Agreement; Receipt of Operations Manual and Confidentiality Agreement; SBA Addendum
B	Closing Acknowledgement
C	Form of General Release
D	Form of Non-Disclosure and Non-Use Agreement
E	Disclosure Document and Agreement Addenda Required by Certain States
F	Financial Statements
G	State Administrators and Agents for Service of Process
H	Table of Contents of Operations Manual
I	Names and Addresses of Franchisees

_____	_____
Date of Signature (Do not leave blank)	Signature of Prospective Franchisee (for the prospective franchisee and any corporation, partnership or other business entity having or proposed to have an interest in the franchise or any proposed franchised location) Printed Name: _____

You may return the signed receipt either by signing, dating, and mailing it to 1 Tom Plumber Global Inc., 24 Whitney Drive, Suite B, Milford, OH 45150 or by scanning a copy of the signed and dated receipt to Franchisor at angie@1tomplumber.com. You must also keep a copy for your records.

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If Franchisor does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and you should report it to the Federal Trade Commission, Washington, D.C. 20580, and the applicable state agency listed on Exhibit G to this Disclosure Document.

Franchisor is located at 24 Whitney Drive, Suite B, Milford, OH 45150. Its telephone number is 1-855-832-6866. The franchise seller for this offering is _____ at that address or _____@1tomplumber.com.

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B Closing Acknowledgement
C Form of General Release
D Form of Non-Disclosure and Non-Use Agreement
E Disclosure Document and Addenda Required by Certain States
F Financial Statements
G State Administrators and Agents for Service of Process
H Table of Contents of Operations Manual
I Names and Addresses of Franchisees

_____	_____
Date of Signature (Do not leave blank)	Signature of Prospective Franchisee (for the prospective franchisee and any corporation, partnership or other business entity having or proposed to have an interest in the franchise or any proposed franchised location) Printed Name: _____

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