

FRANCHISE DISCLOSURE DOCUMENT



FH Franchising LLC
a Texas limited liability company
217 W Warren St
Hewitt, Texas 76643
254-723-4617
www.homefieldus.com

You will operate a liquid waste business offering solutions regarding liquid waste, grease, portable toilets, drain cleaning and repair, water collection, water treatment and on-site sewage facilities.

The total investment necessary to begin operation of a franchise operating under the tradename HOMEFIELD ranges from \$306,400 to \$556,100 for a territory with a minimum population of 300,000. This includes \$79,950 that must be paid to the franchisor or affiliate for a single territory.

The total investment necessary to begin operation of a conversion franchise operating under the tradename HOMEFIELD ranges from \$127,700 to \$487,200 for a territory with a minimum population of 300,000. This includes \$59,950 that must be paid to the franchisor or affiliate for a single territory.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Note, however, that no governmental agency has verified the information contained in this document.

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, Micah Findley, 217 W Warren St, Hewitt, Texas 76643.

The terms of your contract will govern your franchise relationship. Do not 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.

Date of Issuance: April 29, 2026

How To Use This Franchise Disclosure Document

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet 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 G.
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 outlets.
Will my business be the only HomeField 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 a HomeField franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These 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 A.

Your state also may 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 Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation and/or arbitration in Texas. Out-of-state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and arbitrate with us in Texas than in your home state
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising funds payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use the trademark in your area is challenged, you may have to identify your business and its products and services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
5. **Sales Performance Required.** Beginning in month thirty-seven the month from when you open for business, you must maintain minimum Gross Sales performance levels of \$50,000.00 per month. Your inability to maintain these levels may result in termination of your franchise and loss of your investment.

DISCLOSURES REQUIRED BY CONNECTICUT LAW

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement."

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the words “HomeField,” “we,” “our,” and/or “us” refer to FH Franchising LLC, a Texas limited liability company, the franchisor of this business. “You” and “your” refer to the person who buys the franchise, the franchisee, whether you are a corporation, limited liability company, or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this disclosure document also apply to your owners where noted.

The Franchisor

We were organized as a limited liability company in Texas on May 30, 2024. Our principal business address is 217 W Warren St, Hewitt, Texas 76643. We do business under our company name and the trade name “HomeField” and “HomeField Franchising”. We have been offering franchises of the type described in this disclosure document since September 2024. We have never offered franchises in any other line of business. Our agent for service of process is disclosed in Exhibit B of this disclosure document.

We franchise the right to operate a business in the areas of liquid waste, grease, portable toilets, drain cleaning and repair, water collection, water treatment, on-site sewage facilities other related environmental and waste management services as we may designate from time to time, which includes design/engineering services, consultations (which includes estimates), inspections, servicing, repair, maintenance, monitoring, installation, pumping, and hauling and removal regarding septic services (the “Franchised Business”).

Our franchisees conduct business under the trade name “HOMEFIELD” and “HOMEFIELD ONSITE ENVIRONMENTAL” and also use our other related service marks, trademarks or logos (our “Marks”) and our standards, methods, procedures, and specifications (our “System”). You will operate the Franchised Business under our System and Mark from a home office or a stand-alone office.

We may, at our sole discretion and by mutual agreement, permit certain franchisees or their owners to acquire a minority equity interest in the Franchisor (FH Franchising LLC). We are under no obligation to offer equity to any franchisee. Any equity offered is at our sole discretion and upon mutual agreement. Any such equity ownership will be governed strictly by our Operating Agreement and will be separate and distinct from the franchise relationship. Your status as an equity holder in the Franchisor does not grant you any rights to modify the Franchise Agreement, nor does it excuse you from strict compliance with our System, Marks, or financial obligations. We will enforce the terms of the Franchise Agreement uniformly, regardless of whether a franchisee holds an interest in our company.

Our Parents, Predecessors and Affiliates

We do not have any predecessors or parent companies. We do not have any affiliates that have offered franchises in this line of business. We do not have any affiliates that provide products or services to our franchisees.

General Description of the Market and Competition

We provide services including design/engineering services, consultations (which includes estimates), inspections, servicing, repair, maintenance, monitoring, installation, pumping, and hauling and removal, regarding septic services. You will provide services to residential and commercial customers. You will compete with businesses offering similar services.

The market for liquid waste businesses is developing, subject to rapid change, and competitive. You will compete with other businesses offering similar services, including other regional and local chains, as well as individual business owners. Typically, the need for our services is not seasonal, although you may experience peak months in which inclement weather is a factor.

Regulations Specific to the Industry

There are laws and regulations specific to liquid waste businesses. Educate yourself about the laws in your jurisdiction. You must comply with all federal, state, and local laws and ordinances that apply to businesses generally. These include wage and hour and other employment laws, labor laws, occupational health and safety, licensing and permits, bonding, insurance, business law. You also must comply with federal and state laws governing the advertising and marketing of your business, including the Federal Truth in Advertising Act. When applicable, you must follow local and state laws, orders, and ordinances related to essential worker or mask requirements to address pandemic concerns.

Additionally, you may need to obtain other certifications, related permits, and/or the appropriate license and/or be licensed to perform septic installation, septic maintenance and repair, liquid waste hauling, septic inspection, and system design depending on your local or state requirements. You must investigate and comply with all applicable federal, state, county and city laws and regulations. You alone are responsible for complying with all applicable laws and regulations in your Territory.

ITEM 2 BUSINESS EXPERIENCE

Owner/CIO: Jay Holland

Mr. Holland is currently our Owner/ CIO of FH Franchising LLC in Waco, Texas beginning June 2024 to present. Mr. Holland was previously a partner with HF Consulting from August 2022 to June 2024 in Waco, Texas. He was also the VP of Franchise Systems for Stellar Franchising from May 2016 to August 2022 in Waco Texas.

Owner/Chief Operations Officer: Micah Findley

Mr. Findley is currently the Owner/ COO of FH Franchising LLC in Waco, Texas beginning June 2024 to present. Mr. Findley was previously a partner with HF Consulting from August 2022 to June 2024 in Waco, Texas. He was also the Chief Development Officer for Stellar Franchising from May 2016 to August 2022 in Waco Texas.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy information is required to be disclosed in this item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

You will pay us an initial franchise fee of \$59,950 for a mutually agreed upon territory with no less than 300,000 in population. The Franchise Fee covers our costs associated with sale of the franchise to you (60%), training and onboarding you (20%), and providing you pre-opening services (20%). If one of our Area Representatives provided the lead, we will collect your initial franchise fee and pay your designated Area Representative their portion as a finder's fee.

The Initial Franchise Fee is due in a lump sum when you sign the Franchise Agreement. The initial franchise fee is fully earned by us upon execution of the Franchise Agreement and is strictly non-refundable under any circumstances, regardless of whether you open or operate the Franchised Business. Veterans Discount

We currently offer a \$7,500 discount on our initial franchise fee if you were honorably discharged from any branch of the United States military with a minimum of three years of service.

You may qualify for more than one of our discount programs, however only one will apply. You may select the discount program that provides the best value to you.

Grand Opening

You will pay us a flat fee of \$20,000 that we will spend in your territory on your behalf in the first six months of the opening of your Franchised Business. We maintain sole discretion over the timing, placement, and specific vendors used for the grand opening marketing and promotional activities. The grand opening spend is due in a lump sum when you sign the franchise agreement. The grand opening spend is fully earned upon execution of the franchise agreement and is non-refundable upon receipt even if you fail to open the business or the full amount is not expended within the first six months.

ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee ²	The Greater of: The percentage of collected Gross Revenue¹ 3% to 7% in accordance with the Note 2 below Or The minimum monthly Royalty Fee from \$500 per month to \$2,500 per month in accordance with the Note 2 below.	Monthly on the 10 th day of the month	You must pay your royalty fee directly to us. See definition of Gross Revenue ¹ .
Marketing, Advertising, & Promotion (MAP Fee) ²	The Greater of: The percentage of collected Gross Revenue¹ ranging from 1% to 2% in accordance with the Note 2 below Or The minimum monthly MAP Fee from \$100 per month to \$500 per month in accordance with the	Monthly on the 10 th day of the month	See definition of Gross Revenue.

Type of Fee	Amount	Due Date	Remarks
	Note 2 below. However, the MAP Fee shall be capped at \$20,000 annually.		
Local Advertising	5% of Gross Revenue up to a maximum \$25,000 quarterly; except as reduced by the Advertising Cooperative spend	Monthly	You pay directly to local suppliers, subject to our approval. We may require your expenditures to be used in cooperative advertising.
Advertising Cooperative	Currently 0%, may increase up to 4% of Gross Revenue	As the Cooperative specifies	
Technology Fee ³	\$600 to \$1,100 per month	Monthly on the 10 th day of the month or as designated by Franchisor	Currently we require that you pay us or our designated 3 rd party vendor a technology fee for the services we provide for website and email hosting. This includes a subscription fee to either Housecall Pro or ServiceTitan business management platform. We reserve the right to modify fees or platform requirements with 30 days' written notice to you to reflect changes in vendor pricing or system requirements. However, if such fee is charged by us then the maximum increase shall not exceed \$2,500 per month; and if the fee is charged by the third-party vendor then the fee shall be the actual amount charged by the third-party vendor.
QuickBooks Online ⁴	\$90 to \$200 per month	Monthly	Paid directly to Intuit or our designated 3 rd party vendor. You must utilize

Type of Fee	Amount	Due Date	Remarks
			QuickBooks Online Plus or Advanced via monthly subscription; use approved Chart of Accounts; you must reserve an account level access seat for us at all times and allow API connection to approved vendors of our choice. Current approved vendors are Qvinci & FranCollect.
QuickBooks Time	\$40 per month plus \$10 per each employee	Monthly	You must use QuickBooks time to track all time entries.
Marketing in Another Franchisee's Territory	Liquidated damages of up to \$5,000 per incident	At the time of occurrence	Up to \$5,000 per incident plus 75% paid, when applicable, to the franchisee whose territory was violated
Audit Expenses ⁵	All costs and expenses associated with audit, approximately \$1,500 - \$5,000	Upon demand	Audit costs payable only if the audit shows you have not spent a minimum of 2% on local advertising; if you underreported amounts you owe us by 3% or more; if you obstruct our ability to perform the audit; or if you refuse to schedule the audit which increases the expense of the audit or causes delay.
Interest Charges ⁶	18% per annum or the highest rate allowed by law, if less.	Upon demand	Applies to all overdue fees you owe us. Also applies to any understatement in amounts due revealed by an audit.
Late Fee(s)	\$25 per report;	Upon demand	Applies to any report or payments received from you more than 5 days after the due date.

Type of Fee	Amount	Due Date	Remarks
	Royalty Late Fee: 1% increase in royalty fees for the report period		
Control Panel with remote monitoring service	\$24 to \$60 per unit annually	Upon Demand	You will have the option to install a control panel with remote monitoring to better monitor the health of the septic system. This fee covers the software licensing and data hosting necessary to monitor system health. We may increase this fee upon 30 days' notice to reflect changes in technology or vendor costs.
Approval of Products or Suppliers	The lesser of the actual cost of testing or \$1,000	Time of evaluation	You pay us the costs we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase.
Call Center Fees ⁷	\$0 to \$850 which includes a one-time set up fee of \$249	Monthly	You are required to have a call center to answer roll over and after hours calls that you or Customer Service Representative are not able to address during normal business. You may be required to use the call center of our choice and allowing us to directly book jobs into your business management system. However, the Call Center fees may only increase up to the actual costs as charged by a third-party vendor.
Transfer Fee	\$5,000	At the time of transfer	Payable to us before transfer. We may waive

Type of Fee	Amount	Due Date	Remarks
			this fee if the transfer is to a legal entity you control or to a member of your immediate family.
Renewal Fee	\$10,000	At time of Renewal	
Dishonored Check, ACH draft, or other form of payment	\$50 per occurrence	Upon demand	You must pay us for each check returned or ACH draft or other form of payment is refused by your financial institution for insufficient funds in your account.
Additional Training Fee for a Substitute or New Manager or Principal	Not to exceed \$1,000 per attendee per day	When training is scheduled	Our initial training program is covered by your franchise fee. If you have to repeat initial training, or if you replace your Designated Manager or bring new principals into your franchise, we apply these additional training fees.
Service Warranty Remediation	Actual Cost of honoring the Service Warranty	Upon Demand	Payable only if you fail or refuse to honor a Service Warranty offered to customers by your Franchised Business and we elect to honor such warranty.
On-going Training	\$0 per attendee plus actual cost of related expenses	When training is scheduled	We may also develop or require additional training during the year, and you and/or your employees will be required to attend. Attendance will not be required more than one time per year and will not exceed three days in any year, and you must also pay all wages, travel, lodging, and other

Type of Fee	Amount	Due Date	Remarks
			expenses incurred in attending the training.
Conference Registration Fee	\$500 per person per conference	60 Days prior to conference	If we conduct a conference, we reserve the right to charge you a Conference Registration Fee. If you fail to attend any required conference you will still owe us a \$500 conference registration fee for the missed conference. However, if you demonstrate good cause for your inability to attend, we may waive the fee.
Additional Operations Assistance	Currently, \$750 per day plus actual expenses incurred in providing additional operations assistance.	Time of assistance	We will provide assistance around the beginning of operations. Maximum fee charged per day for Additional Operations Assistance will be \$1,000 per day plus actual expenses incurred. You will pay for additional assistance if you request it or if we determine it is necessary.
Cost of Enforcement	All costs including reasonable attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing our rights under the franchise agreement and we prevail; or if we are sued because of something you do or fail to do. (Attorney's fees may include in-house legal costs charged at rates comparable to outside attorneys.)
Indemnification	All costs including reasonable attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us and our affiliates harmless against lawsuits

Type of Fee	Amount	Due Date	Remarks
	which varies according to the loss		arising from your operation of the Franchised Business. We also provide indemnification to you for any lawsuits or claims arising from your authorized use of the Marks.
Liquidated Damages	The greater of: (a) the sum of the royalty and map fees for the last twenty-four months or (b) the royalty and map fee minimums for the last 24 months.	within 7 days of termination	Payable only if you prematurely cease operations or if we terminate the Franchise Agreement due to your material breach.
Default Fee	\$1,500 per event of default, plus the cost of re-inspections and the costs of enforcing compliance	Within 3 days of our demand.	Applies if you are in default under this Agreement and deficient in any payment owed to us.
Holdover Fee	150% of the current Royalty Fees due	On demand	Payable if you continue to operate the business after expiration of the franchise agreement without renewal.
Step-In Rights	Not to exceed 10% of Gross Revenues plus travel and lodging expenses for our personnel	On demand	Payable only if we manage the business on your behalf.
National Account Dispatch Fee and Claims Management Fee	Currently \$0 (Dispatch); Right to increase with ten-day written notice Currently, 5% of invoiced amount (Claims Management Fee)	Upon revenue collected	You must pay our then-current fee if you provide services as part of a National Accounts clients. We will invoice and collect payment from the national account client and then disburse your portion minus any administrative fees. We

Type of Fee	Amount	Due Date	Remarks
			reserve the right to increase these fees with 10 days' written notice to you, however, such fees may only increase up to 10% of collected payments from the national accounts client.

We may require that all fees payable to us be paid pursuant to the Electronic Funds Transfer Authorization attached as Attachment 5 to the Franchise Agreement, or by any other means we specify in writing.

Unless indicated otherwise, all fees are uniformly imposed by and are payable to us. All fees are non-refundable. Other than items disclosed we do not impose or collect any other fees or payment for any third party. Beginning on your opening date as defined in Item 11, we will begin collecting all fees, which includes but is not limited to, Royalty fees and royalty minimums, MAP fees and map fee minimums; this may also include any royalty rate and/or map fee rate adjustments.

NOTES

Note 1. “Gross Revenue” means all collected revenues from the sale barter, or trade of any and all goods, services, products, equipment, repairs, materials, or construction derived from the Franchised Business. Gross Revenue does not include sales tax or use tax. Further, all barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided by the vendor, supplier or customer will be valued at the full retail value bartered in exchange for the good or services provided to you. Gross Revenues also includes the proceeds of any business interruption insurance paid to you. Gross revenue also includes any payments you receive from vendors. Chargebacks are not deducted from Gross Revenues.

Note 2. Royalty Fee and MAP Fee:

STARTUP <250K

A startup is defined as a new business that has zero sales (\$0 revenue) or a currently operating business that has completed less than \$250,000 in cash collected sales in the previous 12 months for any of the services that are listed in this agreement.

START UP <250k					
Months		Install & Service			
<u>Start Month</u>	<u>End Month</u>	<u>Royalty Rate</u>	<u>MAP Fee</u>	<u>Monthly Royalty Minimum</u>	<u>Monthly MAP Fee Minimum</u>
1	6	7%	2.00%	\$0	\$0.00
7	12	7%	2.00%	\$500	\$100.00
13	24	7%	2.00%	\$1,500	\$200.00
25	36	7%	2.00%	\$2,000	\$300.00
37	120	7%	2.00%	\$2,500	\$500.00

Royalty Fee Adjustment		
<u>Threshold 1</u>	<u>Threshold 2</u>	<u>Install & Service</u>
0	\$2,000,000	Current Rate
\$2,000,001	\$3,000,000	6.00%
\$3,000,001	+	5.00%

SMALL ROLL-IN 250K – 750K

A small roll-in is defined as a business that has between \$250,000 to \$750,000 in cash collected sales in the previous 12 months for any of the services listed in this agreement

SMALL ROLL-IN 250k - 750					
Months		Install & Service		Royalty Minimum	
<u>Start Month</u>	<u>End Month</u>	<u>Royalty Rate</u>	<u>MAP Fee</u>	<u>Monthly Royalty Minimum</u>	<u>Monthly MAP Fee Minimum</u>
1	6	4%	1.00%	\$500	\$100.00
7	12	4%	1.00%	\$1,000	\$200.00
13	24	5%	1.00%	\$1,500	\$300.00
25	36	6%	2.00%	\$2,000	\$400.00
37	120	7%	2.00%	\$2,500	\$500.00

Royalty Fee Adjustment		
<u>Threshold 1</u>	<u>Threshold 2</u>	<u>Install & Service</u>
0	\$2,000,000	Current Rate
\$2,000,001	\$3,000,000	6.00%
\$3,000,001	+	5.00%

LARGE ROLL-IN 750K +

A large roll-in is defined as a business that has completed \$750,000 in cash collected sales for the trailing 12 months. The revenue collected must be for any of the services list in this agreement.

LARGE ROLL-IN 750k+					
Months		Install & Service		Royalty Minimum	
<u>Start Month</u>	<u>End Month</u>	<u>Royalty Rate</u>	<u>MAP Fee</u>	<u>Monthly Royalty Minimum</u>	<u>Monthly MAP Fee Minimum</u>
1	6	3%	1.00%	\$750	\$100.00
7	12	4%	1.00%	\$1,500	\$200.00
13	24	5%	1.50%	\$2,000	\$300.00
25	36	6%	1.50%	\$2,500	\$400.00
37	120	6%	1.50%	\$2,500	\$500.00

Royalty Fee Adjustment		
<u>Threshold 1</u>	<u>Threshold 2</u>	<u>Install & Service</u>
0	\$2,000,000	Current Rate
\$2,000,001	\$3,000,000	5.50%
\$3,000,001	+	5.00%

Regardless if you are rolling into the system as a Startup, Small, or Large, the Royalty Fee Adjustments occur once you have a reported Gross Revenues within the calendar year January - December. Once this threshold has been met, the Royalty Fee Adjustment rate will remain in effect for the remaining year & one additional calendar year. If at any point during the operation of your Franchised Business, if you drop below the threshold amount the Royalty Fee rate will revert to the normal Royalty Fee rate per charts above.

Note 3. Technology Fee. Currently we require that you pay us or our designated 3rd party vendor a technology fee for the services we provide for website and email hosting. These fees are subject to increase based on increased costs that we incur. If such fee is charged by us, then the maximum increase shall not exceed \$2,500 per month; and if the fee is charged by the third-party vendor, then the fee shall be the actual amount charged by the third-party vendor. We reserve the right to enter into a master license agreement with any software or technology supplier and sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology plus a reasonable administrative fee. We also reserve the right to create proprietary software that must be used by HomeField franchisees, in which case we may require that you enter into a license agreement with us and pay us reasonable initial and ongoing licensing, support and maintenance fees. We can change the software and technology that must be used by our franchisees at any time.

You will be able to choose from two approved business management platform plans: ServiceTitan or Housecall Pro.

Housecall Pro: A monthly fee of \$550 which includes up to 8 users on a Housecall Pro MAX subscription 3 Microsoft 365 Business Standard licenses, 3 Microsoft Exchange 1 email accounts, access to CallRail, access to the Franchise Intranet, and system administration and integration support provided by us. Additional users are billed at \$35 per user and additional Microsoft licenses are billed at \$16 per month for a Business standard license or \$7 per month for each additional Exchange 1 email account. You are also required to utilize Housecall Pro's Voice plan for \$49 per month which includes 2 lines and 500 minutes; additional charges may apply at \$0.06 per minute if you go over you allotted minutes.

ServiceTitan: For start up franchisees, there will be an implementation fee of \$1,650; for conversion franchisees, there is an implementation fee of \$2,750 which includes your data migration. The monthly fee is \$1,000 which includes 5 technician licenses on ServiceTitan, unlimited office users, 3 Microsoft 365 Business Standard licenses, 3 Microsoft Exchange 1 email accounts, Access to CallRail, Access to the Franchise Intranet, System administration and integration support provided by us. Additional users are billed at \$250 per additional technician license, additional Business standard licenses are billed at \$16 per month or \$7 per month for each additional Exchange 1 email account. You are also required to utilize Phone Pros which pricing is available based on number of users and current usage. Dependent upon your market, some franchisees will also be required to use Scheduling Pro which is currently billed at \$399 per month. Additional features and modules may incur extra charges, which may be billed by either ServiceTitan or us depending on the feature.

Note 4. We recommend that you engage the services of a certified public accountant (CPA) to assist you with the set-up of your Franchise Business books and records, in using the appropriate chart of accounts

that we require, and in producing monthly and annual compiled financial statements. If you request, we will provide you with information about companies we are aware of that offer these. We require that you use our Chart of Accounts, comply with our operating procedures and specifications, including internal audit standards, and use our required software (as part of the software system) and that your accounting must also be compatible with our required software system. Currently, we also require that you license QuickBooks Online from our designated vendor, Intuit Limited. We may require you to provide us with audited financial statements, using an independent certified public accountant designated by or satisfactory to us, to adopt a fiscal year consistent with ours, to cooperate with our auditors and to comply with such additional requirements as may be reasonably necessary to enable us to meet our obligations under Generally Accepted Accounting Principles (GAAP) and to comply with applicable accounting standards and rules.

Note 5. We assume costs vary depending on factors, including prevailing auditor's rates in your area, the business activity being audited, and how well you keep your books and records. You pay our actual costs only. You should be able to investigate these costs by contacting auditors in your area.

Note 6. Interest and late fees begin to accrue from the date payment was due, but not received, or date of underpayment.

Note 7. You are required to utilize the services of a call center to handle all in-coming calls received (including all calls that roll-over to voicemail or calls that come in after hours). Fees will vary dependent on the vendor chosen. Currently there is a one-time set up fee for this service ranging from \$0-\$249 with recurring fees based on either a per minute basis, per call basis, or a flat fee (currently \$259.99 to \$599.99 per month). In addition, you may be charged an appointment booking fee ranging from \$10 to \$50 per appointment set.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT
Non-Conversion Model

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ¹	\$59,950	Cash or Check	At Signing of Franchise Agreement	Us
Real Estate/Rent ²	\$0 to \$5,000	Per lease	Monthly	Lessor
Utilities	\$0 to \$500	As invoiced	As arranged	Utility Company
Initial Inventory ³	\$10,000 to \$20,000	As invoiced	As arranged	Vendors and Suppliers
Tool & Equipment ³	\$5,000 to \$35,000	As invoiced	As arranged	Vendors and Suppliers
Waste & Hauling Vehicle ⁴	\$150,000 to \$250,000	As invoiced	As arranged	Vendors and Suppliers
Sales and Service Vehicle ⁵	\$3,000 to \$60,000	As invoiced	As arranged	Suppliers
Office Equipment and Supplies ⁶	\$300 to \$2,000	As invoiced	As arranged	Suppliers
Grand Opening ⁷	\$20,000	As invoiced	At Signing of	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
			Franchise Agreement	
Initial Marketing Investment ⁷	\$15,000 to \$20,000	As invoiced	As arranged	Suppliers
Computer & Software ⁸	\$1,000 to \$5,000	As invoiced	As arranged	Approved and third party suppliers
Technology Fee Setup	\$1,650	As invoiced	As arranged	Suppliers
Training ⁹	\$2,500 to \$5,000	Lump sum	During Training	Airlines, hotels and restaurants
Uniforms	\$500 to \$1,000	As invoiced	Before Beginning Operations	Suppliers
Insurance ¹⁰	\$5,000 to \$10,000	As invoiced	Before Beginning Operations	Insurance company
Licenses & Permits ¹¹	\$1,000 to \$5,000	As incurred	As arranged	Licensing authorities
Certifications ¹¹	\$0 to \$3,500	As incurred	Prior to training	Third party vendors
Legal & Accounting ¹²	\$1,500 to \$2,500	As incurred	As arranged	Attorney and accountant
Additional Funds ¹³ (3 months)	\$30,000 to \$50,000	As incurred	As necessary	Employees and suppliers
TOTAL ¹⁴	\$306,400 to \$556,100			

Conversion Model

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ¹	\$59,950	Cash or Check	At Signing of Franchise Agreement	Us
Real Estate/Rent ²	\$0 to \$5,000	Per lease	Monthly	Lessor
Utilities	\$0 to \$500	As invoiced	As arranged	Utility Company
Tool & Equipment	\$0 to \$5,000	As invoiced	As arranged	Vendors and Suppliers
Waste & Hauling Vehicle	\$7,500 to \$250,000	As invoiced	As arranged	Vendors and Suppliers
Sales and Service Vehicle	\$3,000 to \$60,000	As invoiced	As arranged	Suppliers
Office Equipment and Supplies	\$0 to \$2,000	As invoiced	As arranged	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Marketing Investment	\$15,000 to \$20,000	As invoiced	As arranged	Suppliers
Computer & Software	\$0 to \$5,000	As invoiced	As arranged	Approved and third party suppliers
Technology Fee Setup	\$2,750	As invoiced	As arranged	Suppliers
Training	\$2,500 to \$5,000	Lump sum	During Training	Airlines, hotels and restaurants
Uniforms	\$500 to \$1,000	As invoiced	Before Beginning Operations	Suppliers
Insurance	\$5,000 to \$10,000	As invoiced	Before Beginning Operations	Insurance company
Licenses & Permits	\$0 to \$5,000	As incurred	As arranged	Licensing authorities
Certifications	\$0 to \$3,500	As incurred	Prior to training	Third party vendors
Legal & Accounting	\$1,500 to \$2,500	As incurred	As arranged	Attorney and accountant
Additional Funds (3 months)	\$30,000 to \$50,000	As incurred	As necessary	Employees and suppliers
TOTAL	\$127,700 to \$487,200			

This table estimates the pre-opening expenses you would incur as a franchisee through the third month of operation of the Franchised Business. All payments payable to us and are nonrefundable unless otherwise stated. Whether such fees paid to third parties are refundable would depend upon the policies of the third parties.

NOTES

Note 1. The details of the initial franchise fee and available discounts are described in Item 5. We do not offer direct or indirect financing for your initial franchise fee or for any other payments you must make or costs you must incur in starting and operating your business. All fees paid to us are non-refundable upon receipt.

Note 2. You can operate the Franchised Business from an office you set up in your or your designated manager's home. If you choose to operate your business from a commercially leased property, you will need up to 250 square feet of space for your office, 150 square feet for storage of small tools and equipment a minimum of 500 square feet for parking your sales/service vehicle and your waste hauling vehicle. The low estimate assumes that you have adequate space in your home to convert to a home office and the high estimate assumes that you will sign a commercial office lease to operate your business. If you choose to lease commercial office space you should review your lease or purchase documents to evaluate the cost of real estate leasehold improvements. Lease a commercial space will vary in rental amounts, lease terms, amount of space required and tenant improvements required. Size, configuration and landlord requirements will be major factors in cost.

Note 3. Your initial inventory will consist of items such as septic tank lids, risers, filters, joints, elbows, fits and control panels. The tools and equipment necessary for each job will be dictated by the specific services that you offer in your territory.

Note 4. For a start-up (non-conversion) business, purchasing a liquid waste transporting vehicle is a requirement for all locations. The size and specifications of your vehicle will be dictated by the services offered in your specific territory, along with other region-specific differences that may require different vehicles. We require that your vehicle have a chrome tank. This cost includes the cost for branding/vehicle wraps.

Note 5. Your sales/service vehicle must be a truck that is in good repair. The low estimate is based on an assumption that you own acceptable and reliable transportation that is less than six years old. The high estimate represents the estimated purchase price of such reliable vehicle. If you already own a truck, you will be responsible for branding your truck according to our current standards and specifications. For all new vehicles purchased, they must be white in color to maintain a uniform appearance within the fleet. Each service vehicle must meet our specifications and be approved by us. Each service vehicle must meet our proprietary specifications and be approved by us in writing before use.

Note 6. You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions and competition among suppliers and other factors. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use, and length of time of possession.

Note 7. In the first six months of operations, we will spend \$20,000 in your territory on your behalf in any manner we deem appropriate in our sole discretion. This amount is due at the signing of the franchise agreement.

Additionally, during your first three months of operation, we recommend you spend at least \$5,000 per month on local advertising and promotion, including online and Internet marketing and advertising, dues for business organizations, event dues or other solicitation and promotional efforts.

Note 8. You must purchase a computer and software necessary for operating the Franchised Business.

Note 9. Up to two attendees may attend our initial training program at no charge to you. However, you are responsible for travel, local transportation, meals, wages, and lodging incurred to attend initial training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose.

Note 10. You must purchase insurance as required by state law and of the type and with minimum limits as we specify. Factors that may affect your cost of insurance include the size and location of the Franchised Business, value of the renovations and improvements, equipment, inventory, number of employees, and other factors.

Note 11. State and local government agencies typically charge fees for occupancy permits, operating licenses and permits to make improvements to your office. In addition to business and operating licenses and permits, your local rules and laws may require you to become a licensed appraiser. Your actual costs may vary from the estimates based on the requirements of state and local government agencies.

Note 12. You will need to employ an attorney, an accountant and other consultants to assist you in setting up your business. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors.

Note 13. We set forth an estimate of your needed additional funds for a three-month period. However, we estimate that you will be required to put additional funds into the business for a three to seven month time

period, and possibly longer. You should therefore consider our estimates as minimum amounts and may wish to have additional cash reserves. We cannot promise if or when you will become cash flow positive or profitable. Additional funds are needed to cover operating expenses, including rent, utilities and employees' salaries. In calculating the additional funds category, we assuming a staff of 3 employees.

Note 14. In compiling this chart, we relied on our and our affiliate's industry knowledge and experience. The amounts shown are estimates only and may vary for many reasons, including the condition of your facility, the capabilities of your management team, where you locate your Franchised Business and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only.

ITEM 8

RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

Purchases or Leases from Approved and Designated Suppliers

You must contract, purchase, lease, or license any services, equipment, furniture, fixtures, supplies, computer hardware and software, or other materials to be used in the operation of the Franchised Business only from suppliers that we designate or approve (which might include or be limited to us or our affiliates), if stated in the Manual or previously approved in writing by us. You also must purchase webpage design services from an approved vendor. Without limiting the foregoing, we reserve the right to require you to use a designated service provider to provide call center, call routing, and scheduling services and we may be that designated supplier. You may purchase items and services for which we have not identified approved suppliers from any source, if the items and services meet our current standards and specifications.

We and our affiliates reserve the right to become a designated or approved supplier for any product or service at any time during the term of the Franchise Agreement. Currently, neither we nor any of our affiliates are designated or approved suppliers for any products or service. Neither we nor our officers own an interest in any privately-held supplier, or a material interest in any publicly-held supplier. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

We reserve the right to make changes to our System and these changes may require you to adapt your business to conform to these changes and you may incur additional expenses. Examples of these System changes include the purchase of new equipment, software or the use of new Marks. You must update your vehicles according to our specifications on the 5th year of your franchise term. However, the cost of these updates will not exceed \$30,000 during any 5-year period. In addition to the requirement to update your vehicle on the 5th year of your franchise term. You acknowledge and agree that our standards for vehicle appearance and reliability are essential to the brand, and we reserve the right to require more frequent updates or replacements if a vehicle fails to meet our System standards. Any estimated cost caps for updates provided in this document are based on current market rates and we reserve the right to adjust these based on the Consumer Price Index or changes in industry technology. If you propose to purchase from an unapproved source any products or services for which we have identified designated or approved supplier(s), you must request our approval. We may require, as a condition of evaluating a supplier, that our representatives be permitted to inspect the supplier's facilities and that information, specifications, and samples, as we reasonably require, be delivered to us or to an independent, certified laboratory for testing. We may charge a fee for testing, which will be the lesser of \$1,000 or the actual cost of the inspection and test, plus reimbursement of our related travel, lodging, and salary costs for the individual(s) performing the inspection or testing. We have no obligation to evaluate a proposed supplier but if we agree to evaluate a supplier at your request, we will notify you of our determination within 90 days after your request. We also have no obligation, and it is not our current practice, to issue our specifications and standards to our franchisees or proposed suppliers.

If we have not identified an approved supplier or distributor for a particular product or service, you may

purchase the item or service from a supplier of your choice, but the product or service must meet our specifications, which may include brand requirements. We will communicate to you these specifications and standards, as they may be revised periodically, via the Manual or otherwise in writing. If you want to purchase or lease an item from a supplier that has not been previously approved or designated by us, you must send us a written request for approval and submit additional information, samples, and testing data that we may request. We will notify you of our approval or disapproval within a reasonable time not to exceed 60 days after we receive your written request and all additional information and samples requested have been received. We may, in our sole discretion, withhold our approval. If written approval is not granted by us, the request is deemed denied. We may grant approvals of new suppliers or revoke past approvals of suppliers upon written notice to you, or by updating our Manual.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you if we revoke our approval of goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier.

From time to time in an effort to negotiate best uniform or group prices, we reserve the right to negotiate a contract on behalf of all of our franchisees for any product or services used in operation of your franchised business. If we enforce such agreements, you will be required to participate and you may be instructed to pay directly to the third-party supplier or we may make the payment to the third-party supplier on your behalf in which case we will provide you with one invoice and you must pay for these products or services directly to us based on your use of the software or technology plus a reasonable administrative expense incurred by us.

Insurance

You must obtain and maintain insurance that meets our minimum insurance requirements, and failure to do so may lead to termination of your franchise agreement at our discretion. This section outlines the minimum insurance requirements for franchisees operating under the HomeField Onsite Environmental septic tank installation and pump franchise system. Compliance with these insurance requirements is mandatory for all franchisees to ensure adequate protection against potential liabilities associated with the operation of their franchise.

Currently the insurance requirements consist of the following.

- Umbrella or Excess Liability insurance policy that provides additional limits of insurance. A minimum limit of \$2,000,000 is recommended to supplement the General Liability, Automobile Liability, and Employers Liability policies.
- General Liability insurance policy with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in aggregate. This policy should cover liabilities for bodily injury, property damage, personal injury, and advertising injury;
- Automobile liability insurance policy is required with a minimum limit of \$1,000,000 per accident. This policy should cover all owned, non-owned, and hired vehicles used in franchise operations;
- Workers' Compensation Insurance requirements, providing coverage for employment-related injuries and diseases as per applicable state laws and regulations;
- Professional Liability insurance policy is required with a minimum limit of \$1,000,000 per claim. This policy should cover errors, omissions, or negligence in the provision of professional services to clients;
- Pollution Liability insurance with a minimum limit of \$1,000,000 per occurrence and in aggregate. This coverage must specifically include coverage for on-site and in-transit incidents, encompassing the handling, disposal, and management of hazardous materials and waste associated with septic services;

- Completed Operations Coverage covering claims related to pollution conditions resulting from completed operations;
- Legal Defense coverage including costs outside the limits of liability. This ensures that the costs associated with defending a pollution claim do not erode the limits of coverage available for settlements or judgments;
- Such insurance as necessary to provide coverage under the indemnity provisions in the franchise agreement and
- We reserve the right to require you to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that we are named as additional insured on these cybersecurity insurance policies
- You are required to obtain and maintain any other insurance policy required pursuant to the law governing operation of your Franchised Business.

Optional Policies

- Pollution Liability insurance include coverage for mold and microbial matter, with a sub-limit of at least \$1,000,000 given the potential for mold and microbial matter exposure during septic system failures or servicing.
- Sudden and accidental pollution incidents.
- Non-sudden pollution incidents occurring during the policy period.
- Transportation pollution liability for waste hauled away from the service site.
- Business interruption resulting from a pollution incident.
- Coverage associated with the clean-up of pollution conditions on both owned and non-owned sites as required by environmental law.
- Cybersecurity threats

We retain the right during the Term of your franchise agreement to require you to obtain such optional policies upon thirty-day written notice to you. You may purchase insurance from any vendor and you may purchase greater coverage than the amounts listed here. The policies must be written by an insurance company licensed in the state in which Franchisee operates and having at least an “A-” Rating Classification as indicated in the latest issue of A.M. Best’s Key Rating Guide. You must identify FH Franchising LLC as an additional insured grantor of franchise and loss payee on insurance policies that you purchase and furnish us proof of the endorsement along with insurance certificates and/or other proof of coverage to us that we require.

You must promptly notify us of any incident that may give rise to a claim; in the event of a pollution incident, you must notify us and the insurance agency simultaneously; provide proof of compliance both prior to opening your franchised business and upon renewal each year; and we must be notified, in writing, if you modify or cancel your policy while simultaneously providing the new coverage certificates.

Revenue Derived from Franchisee Purchases and Leases

We and our affiliates may derive revenue from franchisee purchases and leases to the extent that franchisees purchase products or services from us or our affiliates. We do not currently receive payments from any of our suppliers based on franchisee purchases.

As of the end of our most recent fiscal year, December 31, 2025, we have not derived any revenue on account of franchisee purchases and leases.

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that required purchases and leases described above will range from 50% to 80% of the cost to establish the Franchised Business, and 50% to 80% of your operating costs.

Description of Purchasing Cooperatives; Purchasing Arrangements

There are no purchasing or distribution cooperatives in existence for the franchise system. We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. We do not provide you any material benefit (such as renewal rights or additional franchise rights) based on your purchase of particular products or services or use of designated or approved suppliers.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation		Section in the Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Sections 5.1, 5.2	Items 11 and 12
b.	Pre-opening purchases/leases	Sections 5.1, 5.4	Items 7 and 8
c.	Site development and other pre-opening requirements	Sections 2.2, 5.1, 5.3, 8.2	Items 7, 8, and 11
d.	Initial and ongoing training	Sections 8.1, 8.5	Items 6, 7, and 11
e.	Opening	Sections 5.4, 5.5, 8.2	Item 11
f.	Fees	Sections 3, 8, 11, 12, 13, 15, and 18	Items 5, 6, and 7
g.	Compliance with standards and policies/Confidential Operations Manual	Sections 5, 6, 7, 9, 10, and 13	Items 8, 14, and 16
h.	Trademarks and proprietary information	Sections 6, 7.3, 7.5	Items 13 and 14
i.	Restrictions on products/services offered	Section 13.1	Items 8 and 16
j.	Warranty and customer service requirements	Section 13.8	Item 16
k.	Territorial development and sales quotas	Section 13.12	Item 12
l.	Ongoing product/service purchases	Section 13	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	Sections 10, 13.2	Item 6
n.	Insurance	Section 15	Items 6, 7, and 8
o.	Advertising	Section 11	Items 6, 7, and 11
p.	Indemnification	Section 21.3	Item 6

Obligation		Section in the Franchise Agreement	Disclosure Document Item
q.	Owner's participation/management/staffing	Section 13.3	Item 15
r.	Records and reports	Section 12	Item 11
s.	Inspections and audits	Sections 6.6 and 12	Items 6, 11, and 13
t.	Transfer	Section 18	Items 6 and 17
u.	Renewal	Section 4	Item 17
v.	Post-termination obligations	Section 17	Item 17
w.	Non-competition covenants	Sections 7 and 17	Item 17
x.	Dispute resolution	Section 23	Item 17
y.	Unlimited Guaranty and Assumption of Obligations	Section 22.5 Attachment 3	Item 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, FH Franchising LLC is not required to provide you with any assistance.

Before you begin operating the Franchised Business, we will:

1. Make available to you our then-current specifications for the Franchised Business location, service vehicle, waste hauler vehicle, and other equipment and supplies necessary for the establishment and development of the Franchised Business. (Franchise Agreement, Section 5.2.)
2. Make our initial training program available to you and your designated manager. (Franchise Agreement, Section 8.1.)
3. Make available to you one of our representatives for the purpose of familiarizing your staff with our techniques and for providing general assistance and guidance in connection with the opening of the Franchised Business. (Franchise Agreement, Section 8.2.)
4. Provide you with electronic access to a copy of the HomeField Confidential Operations Manual. The approximate total number of pages in the Confidential Operations Manual as of the date of this disclosure document is 160 pages. The Table of Contents of the Confidential Operations Manual, along with number of pages devoted to each section, is included as Exhibit E to this disclosure document. We reserve the right to modify the Manual at any time to reflect changes to the System. (Franchise Agreement, Section 9.1.)

After you begin operating the Franchised Business, we will:

1. Be available during normal business hours to render general advice, discuss problems and offer general guidance to you by telephone, email, newsletters and other methods. (Franchise Agreement, Section 14.1.)
2. Provide you with modifications to the Confidential Operations Manual as they are made available to franchisees. (Franchise Agreement, Section 9.2.)

3. Reserve the right to hold periodic national or regional conferences to discuss business and operational issues affecting HomeField franchisees, including industry changes, new services and/or merchandise, marketing strategies and the like. (Franchise Agreement, Section 8.6)

4. We generally allow franchisees to set local market rates, but we reserve the right to establish minimum or maximum pricing for advertising and promotional events and for all regional or national clients to the extent permitted by law. (Franchise Agreement, Section 8.11).

Area Representative

We retain the right to assign our rights or delegate the performance of any portion of our obligations under the Franchise Agreement to third party designee, an area representative (if applicable), or independent contractors with whom we contract to perform these obligations without the prior written consent from you. If we assign our right to receive any amount under the Franchise Agreement to any third-party. You are liable for all compliance and upon our notice to you, you must make all such payments directly to the designated third-party.

Advertising and Promotion

Local Advertising

Each month, you must spend at least 5% of your Gross Revenue on advertising, promotions and public relations in the local area surrounding the Franchised Business up to a maximum of \$25,000 quarterly. You may elect to pay for your ads and promotions directly, or we will provide you with general marketing guidelines. All local advertising must comply with our then-current brand standards and must receive our prior written approval before being placed. You must give us a quarterly report of your local advertising expenditures within 15 days following the end of each calendar quarter.

You must provide us an annual report of your local advertising expenditures within 30 days following the end of each calendar year. None of the following expenditures satisfy your local advertising expenditure requirement: (1) incentive programs for your employees or agents; (2) non-media promotional costs; (3) charitable, political or other contributions or donations; (4) in-business fixtures or equipment; or (5) grand opening expenses.

If you fail to spend the required 5% of Gross Revenues to promote the Franchised Business in your local market monthly, you will be required to pay the 5% of Gross Revenues for Advertising Cooperative or Marketing Fee at our discretion. Our election to collect such funds does not waive any other default remedies we may have under the Franchise Agreement.

No Advertising Council has been established for the franchise system.

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Marketing, Advertising and Promotion Fee

We will begin engaging in System-wide marketing, advertising, and promotion to assist in our regional and national advertising. You must pay a marketing, advertising and promotion (“MAP Fee”) as specified in the chart below. As of the Issuance Date of this disclosure document no MAP Fees have been collected.

Months		START UP <250k		SMALL ROLL-IN 250K-750K		LARGE ROLL-IN 750K+	
		Install & Service	Minimum	Install & Service	Minimum	Install & Service	Minimum
<u>Start Month</u>	<u>End Month</u>	<u>MAP Fee</u>	<u>Monthly MAP Fee Minimum</u>	<u>MAP Fee</u>	<u>Monthly MAP Fee Minimum</u>	<u>MAP Fee</u>	<u>Monthly MAP Fee Minimum</u>
1	6	2.00%	\$0.00	1.00%	\$100.00	1.00%	\$100.00
7	12	2.00%	\$100.00	1.00%	\$200.00	1.00%	\$200.00
13	24	2.00%	\$200.00	1.00%	\$300.00	1.50%	\$300.00
25	36	2.00%	\$300.00	2.00%	\$400.00	1.50%	\$400.00
37	120	2.00%	\$500.00	2.00%	\$500.00	1.50%	\$500.00

The MAP Fee is capped at \$20,000 annually for each Franchised Business Territory.

We utilize the MAP Fee as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We may engage in local, regional, or national advertising, whether inside or outside of your territory for the benefit of the brand and the System. We are not required to spend any particular amount on advertising in your area or territory and we cannot promise any franchisee a pro-rata benefit.

(b) We may use your MAP Fee to meet or reimburse us for any cost of conducting market research, producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; hosting an Internet web page of similar activities; employing advertising agencies to assist therein; providing promotional brochures and other marketing materials to franchisees). We will not use MAP Fee monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using marketing monies (including Internet advertising) information concerning franchise opportunities, and a portion of MAP Fee monies may be used to create and maintain one or more pages on our web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

(c) We expect to use all MAP Fee contributions in the fiscal year they are made. We intend for the accounting of the Marketing Fee contributions to remain separate from our general funds for the duration of the franchise, but we have the right to terminate the separate account, in our sole discretion. We will not terminate the separate account until all MAP Fee contributions have been used for advertising and promotional purposes or we have returned your pro rata share.

(d) Although not contractually required, we anticipate that all HomeField Businesses owned by us or an affiliate will make similar contributions to the MAP Fee as required of franchisees.

(e) There is no requirement that the MAP Fee monies be audited. We will account for the MAP Fee monies each year and we will make a copy available to you upon your written request.

(f) Currently there is no franchisee advertising council that provides us with guidance or suggestions regarding advertising and marketing matters. We reserve the right to form, change, or dissolve such a council at any time, and you agree to participate if required by us.

(g) The MAP Fee account is not a trust or escrow and neither we nor our affiliates assume any fiduciary obligation for administering the MAP Fee monies or for any other reason. We do not guaranty the value or quality of the services, goods, or products we buy using the MAP Fee monies directly benefits you in your territory or your franchised business. You waive any claim that the MAP Fee was not spent in a manner that specifically benefits your Territory.

Advertising Cooperative

Although not currently, implemented, when we do, you must spend up to 4% of Gross Revenue on local or regional advertising cooperatives. We also have the right to create advertising cooperatives for the benefit of all HomeField franchises located in a particular region. We will determine the geographic territory and market areas for each cooperative advertising program. We have the right to administer the cooperative. We also have the right to collect and designate all or a portion of the local advertising contributions for the funding of cooperative advertising. You must participate in any cooperative advertising program established in your region. HomeField businesses owned by us or our affiliates, if any, located within the cooperative market area are not contractually required to participate. Each cooperative will be required to adopt governing bylaws that meet our approval, and will be available for review. There are no limits on our right to change, dissolve or merge advertising cooperatives.

Any cooperative formed is not a trust fund. We have no fiduciary duty to your or any franchisee in connection with the collection or use of the cooperative monies or any aspect of the operation of the Cooperative. If cooperative advertising is implemented in a particular region, we have the discretion to establish an advertising council for franchisees in that region, and we may agree that the advertising council will self-administer the cooperative advertising program for that region, as well as act in an advisory capacity concerning the implementation, but not the content, of the advertising program. We will initially select the members of the advertising council, but once established the franchisees in the cooperative will select subsequent or replacement members via one vote per current member. Each franchisee is entitled to one vote per each franchise business he or she operates.

System Website/Social Media

You are permitted to market your Franchised Business through approved social media channels in accordance with our social media policy. We may require that you utilize our designated supplier for social media marketing services. At all times you must comply with any social media policy that we develop.

You may not establish a presence on, or market on the Internet without our consent. We maintain a website, currently at www.homefieldus.com, that provides information about the System and the products and services that we and our franchisees provide. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, social media, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. At our option, we may, in the future, establish one or more additional websites to advertise, market, promote and operate HomeField businesses and the franchise opportunity, and provide you certain additional website-related services such as a listing for your location, or a web page, and we may charge you a fee for such services. Any leads generated by our Internet marketing efforts are our property, and we reserve the right to distribute them as we deem fit.

Initial Marketing Investment

You are required to spend \$15,000 to \$20,000 on your initial marketing investment, in a manner that we require, in our sole discretion. You may choose to spend more, but any additional amounts spent must conform with our requirements. We may require this amount to be spent before opening, within a certain number of days after opening, or a combination thereof. You will pay this amount directly to approved third-party vendors, as we require. The Initial Marketing Investment obligation is in addition to other advertising obligations, and does not count towards the MAP Fee or the Local Advertising Fee obligations.

Grand Opening

You will pay us a flat fee of \$20,000 that we will spend in your territory on your behalf in the first six months of the opening of your Franchised Business. The grand opening spend is in addition to the initial marketing investment described above. We maintain sole discretion over the timing and placement of all Grand Opening expenditures.

Technology Fee

Currently, we charge a Technology Fee ranging from \$600 per month up to \$1,100 per month to each franchisee to help support the cost of technology necessary for you to maintain your franchise, including cost of the company website and e-mail hosting, and for use of our business software. This includes a subscription fee to either Housecall Pro or ServiceTitan and Office 365. We reserve the right to modify fees or platform requirements with 30 days' written notice to you to reflect changes in vendor pricing or system requirements. If such fee is charged by us then the maximum increase shall not exceed \$2,500 per month, and if the fee is charged by the third-party vendor, then the fee shall be the actual amount charged by the third-party vendor.

Computer/Point-of-Sale System

You must purchase and use any hardware and software programs we designate. Presently, we require you to purchase a computer using the Windows operating system, an all-in-one printer/scanner/copier and at least one Apple iPad. You must maintain a high-speed Internet connection and it must be capable of running the software we require. We may also require that you purchase Starlink or other such option if you are in a rural area with difficulty connecting to the Internet. You must use QuickBooks Online and you may choose between the Plus or Advanced options as your accounting program; you must also use QuickBooks Time to track all time entries. The approximate cost of the hardware and software ranges from \$500 to \$5,000. We reserve the right to require you to use a business management software providing customer relationship management, scheduling, inventory, estimates, and data management services. These fees are collected monthly on the 10th day of the month or as designated by us from time to time. Although currently these fees are collected by the third-party provider, we may require you to pay such fees or a portion of these fees directly to us. These fees are subject to increase upon the third-party provider fee increases.

You are not required to enter into any on-going maintenance or support agreements for the maintenance of your computer or the various software programs, but you may find it advantageous to do so. We anticipate the annual cost of entering into maintenance, update, upgrading or support contracts will range from \$200 to \$350 per year. You may periodically be required to update or upgrade computer hardware and software, if we believe it is necessary. We may introduce new requirements or modify our current specifications for all computer and point-of-sale systems. There are no limits on our rights to do so, except as disclosed in Item 16. We have the right to independently access and use all information you collect or compile at any time without first notifying you and there are no contractual limitations on our right to do so. All data, both business and financial, created by you in the operation of the Franchised Business belongs to us.

The computer system and/or POS for your Franchised Business will be dedicated for the operation of your HomeField business and used for no other purpose. All sales must be processed through the approved POS systems and reported as gross revenue and no other supplemental or secondary POS system may be used.

Site Selection

You may operate the Franchised Business from an office you set up in your or your designated manager's home. If you choose to operate your business from a commercially leased property, you will also need up to 250 square feet of space for an office, 150 square feet for storage of small tools and equipment, and ample parking space for your sales/service vehicle and a waste hauling vehicle; we suggest a minimum parking area of 500 square feet. You must operate the Franchised Business from an approved location within your licensed territory, whether home based or leased.

If local zoning laws and/or the covenants and restrictions of your housing development or neighborhood do not allow you to operate from a home office, you will be required to do business from leased space. You should be thoroughly familiar with the zoning laws and regulations, along with the restrictive covenants in your neighborhood.

The factors we will evaluate in considering approval of a leased facility include: the general location and ease of access, traffic patterns, parking; terms of the proposed lease, utilities and zoning issues. We may assist you in your search by providing suggestions and best practices, and upon request we may assist with your negotiations in the lease process.

If you elect to lease an office, we will use reasonable efforts to approve or disapprove the proposed site within 30 days after your request for our approval. Our decision will be provided to you in writing. (Franchise Agreement, Section 5.2 and 5.3)

If we are unable to come to an agreement on a particular site, a different site may be selected. If we cannot agree upon a location, we may in our sole discretion allow more time for site selection or terminate the Franchise Agreement. If your Franchise Agreement is terminated, you are not entitled to any refund of your initial franchise fees or other deposits paid to us.

We do not own any of the sites where your Franchised Businesses will be located and do not lease office space to franchisees. At this time, we do not assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits to operate your franchised business; this will be your sole responsibility.

Other than our list of approved vendors, we do not provide assistance with providing equipment, signs, fixtures, opening inventory or supplies.

Typical Length of Time Before Operation

We anticipate that you will be ready to open within 90 days; however, if you do not open your Franchised Business within 120 days from the effective date of the franchise agreement, we retain the right to terminate your franchise agreement. Opening is defined as you have procured your insurance as required by your state, local or governing official and provided us proof of same, your website is live, and you have your Information Exchange Policy (IEP) clearly defined and ready for use and you have provided the same to us for our review and approval. We will endeavor to provide any approvals to you with 48 hours of receipt of all required items.

Training

After signing the franchise agreement, we provide a checklist to you of steps to take to begin your training process and then provide you an initial training program that covers material aspects of the operation of the Franchised Business. The topics covered are listed in the chart below. This training is offered on an as needed basis at our training location in Hewitt, Texas, or another location as we may designate.

You and/or a designated a manager must complete the initial training to our satisfaction approximately three to four weeks before the opening of the Franchised Business. We expect that your attendees will advance through the training program at different rates depending on a variety of factors, including background and experience. The time frames provided in the chart are an estimate of the time it will take to complete training.

We do not charge for initial training for up to two individuals. You must pay for all travel, local transportation,

food, lodging costs, and wages for yourself and any of your attendees.

Your Franchised Business must at all times be under the day-to-day supervision of a designated manager who has satisfactorily completed our training program. If you replace your designated manager, or bring new principals into your franchise, your new designated manager and principals must attend our training program within 30 days. We charge an additional training fee which will not exceed \$1,000 per day for this additional training. You are responsible for training your own employees and other management personnel. This initial training is in addition to the on-site opening assistance we provide to you.

On the final day of training, before leaving the training location, you must sign a certificate (the “Certificate of Performance of Pre-Opening Obligations”) confirming our performance. The form of Certificate of Performance of Pre-Opening Obligations is included in the Operations Manual. You agree that we are not obligated to provide any training or assistance to your particular level of satisfaction, but as a function of our experience, knowledge and judgment. You also acknowledge that we are not obligated to provide any services to you that are not set forth in this agreement. If you believe we have failed to adequately provide any pre-opening services to you or to your employees, whether with respect to site selection, selection and purchase of equipment and supplies, training or any other matter affecting the establishment of your Franchised Business, you must notify us in writing within 30 days following the opening of your Franchised Business or you will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by us were sufficient and satisfactory in your judgment and complied with all representations made to you.

From time to time, we may require that you or your Designated Manager attend on-going training programs or seminars during the term of this Agreement. All on-going training will be provided at no cost to you; however, you will be responsible for all wages, travel, lodging and other related expenses. We do not require you or your Owners or Designated Manager to attend more than one session in any calendar year and not more than three (3) days in any calendar year. This training is offered on an as needed basis, subject to space availability at our training location in Hewitt, Texas, or another location as we may designate.

TRAINING PROGRAM

Subject	Hours of Training*	On the Job Training	Location*
Budgeting/Business Modeling	4	0	Hewitt, Texas or another location we designate
HomeField Marketing/Branding	4	0	Hewitt, Texas or another location we designate
Back Office Training	4	0	Hewitt, Texas or another location we designate
Operating Software	4	0	Hewitt, Texas or another location we designate
Finance/Accounting	4	0	Hewitt, Texas or another location we designate
In Field Technical Training	0	20	Hewitt, Texas or another location we designate
TOTAL	20	20	

Notes to Training:

These times and topics are estimates only. We will send you on actual jobs. We cannot predict precisely the types and volumes of jobs that the Hewitt, Texas, or other training area will have while you are in training. Classroom training occurs in between jobs and so those times are estimates as well. We reserve the right to modify the training curriculum, duration, and sequence at any time without notice to you. We are not liable for any lack of specific field experience resulting from the volume or nature of jobs available during your

training period.

Additional training may be provided by the software provider or designated supplier.

Our initial training program is conducted by Micah Findley and Jay Holland who has been with us since our inception in May 2024, and who have approximately 13 years' experience operating in the franchise industry. Training may also be conducted by your designated Area Representative who will have a minimum of 6 months of experience in the industry.

The training will include the following instructional materials: our Confidential Operations Manual and other supplementary material and is a mixture of online, in-person/classroom, and in-field training. The dates and location of the training will be communicated to you by e-mail or telephone.

Certain segments of the training may vary from the chart shown above based on schedule changes due to business requirements and other factors. We will attempt to give you advance notice when this occurs.

Annual Conference

We may hold periodic national or regional conferences and attendance at these conferences is mandatory. However, we do not require attendance at more than one conference during any calendar year. You must pay the conference registration fee at least 60 days prior to the conference, which currently does not exceed \$500 per person per conference. You are also responsible for all related costs for your and/or your staff to attend the conference. If you fail to attend any required conference you will pay us a \$500 conference registration fee for the missed conference. However, if you demonstrate good cause for your inability to attend, we may waive the fee in our sole discretion.

Additional Operations Assistance

If we deem appropriate, or at your request, we may provide assistance around the beginning of operation of your Franchised Business. While we do not typically charge for this service, we reserve the right to charge our then-current additional operations assistance fee which is currently \$750 per day plus all our travel, lodging, food and other related actual expenses. The maximum charge will be \$1,000 per day plus actual expenses incurred. We reserve the right to require you to receive additional assistance if we determine, in our sole judgment, that your operation is not meeting System standards, and you must pay our then-current fees for such mandatory assistance.

ITEM 12 TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

When you sign the Franchise Agreement, or shortly thereafter, we will mutually agree on a defined territory ("**Territory**"), where you will concentrate your marketing efforts. The Territory will be defined by ZIP codes, political boundaries, geographic boundaries, roads, or MSA (Metropolitan Statistical Area), and will have a minimum population of 300,000 people. During the franchise term, you will concentrate your marketing efforts inside your Territory. You also agree that if you fail to timely and properly provide services to our national clients, then we have the right to provide services to that client either through corporate staffing or other franchisees.

At your request, we may approve your relocation to a different Territory. We will consent to relocation if your lease expires or terminates through no fault of yours, or if the business is destroyed or materially damaged by fire, flood, or other natural catastrophe and you are not in default of the franchise agreement or any other agreement with us. If applicable and if approved, you must reimburse us our costs associated with review and approval of your new location for your business.

We also reserve the right, to enter into agreements with specific regional or national customers in order to establish a National Account, in any area, including in your Territory. If we establish a National Account in

your Territory you agree to service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if we determine in our sole discretion that you are not capable of servicing the National Account, or if the volume of services exceed demand at the time, or if you choose not to provide services to such National Account customers, we may or we may authorize other HomeField franchisees or another qualified third-party to provide the services in your Territory. You will not be compensated for such services provided by us, HomeField franchisee, or any third parties in your Territory

You may not solicit directly or indirectly with the use of other channels of distribution such as the Internet, catalog sales, telemarketing, or other direct marketing, orders from consumers outside your Territory. However, you may accept orders outside your Territory only with our prior written approval. Nothing herein provides you the right to perform services outside of your Territory without our express consent, which will be limited in time and scope, and such permission will be given on a case by case basis, in our sole discretion.

Except for regional or national marketing effort, other franchisees are restricted from soliciting business and directly marketing their services within your Territory. We reserve the right to use other channels of distribution, including the Internet, to solicit and accept orders from consumers inside your Territory using our principal trademarks and we are not required to pay you any compensation relating to these sales.

There is no minimum performance criteria requirements during your first 36 months of operation. However, beginning with month 37 of operations, you will be required to sustain minimum gross revenues of \$50,000 per month through the Term of this agreement. We reserve the right to adjust this minimum performance requirement upon renewal or in the event of a territory modification. If your Royalty Fee paid to us is less than the minimum Royalty Fee requirement, then you must pay us the difference between the total Royalty Fee paid to us and the applicable minimum monthly Royalty Fee. Failure to pay the minimum monthly Royalty Fee is a material breach of the Franchise Agreement, for which we may terminate the Franchise Agreement. In lieu of termination, we may provide to you additional training opportunities for which we will require you to perform and maintain a certain level of achievement as part of a corrective action plan.

We currently do not grant any options, rights of first refusal, or similar rights to acquire additional franchises or to expand your Territory into contiguous areas. Any expansion or additional franchise grant is subject to our then-current criteria and the execution of a new Franchise Agreement.

Neither we, nor an affiliate, operates, franchises, or has plans to operate or franchise a business under a different trademark that will sell similar goods or services to those that you will offer.

ITEM 13 TRADEMARKS

We own and have applied to register the following trademarks (“Marks”) on the Principal Register of the United States Patent and Trademark Office. All required affidavits have been filed.

Mark	Serial Number	Application Date	International Class
HOME FIELD	98615858	June 24, 2024	035, 037

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have as 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 an alternative trademark, which may increase your expense.

We claim common law rights to the following mark:

Mark	Registration Number	Goods/Services	Register
HOMEFIELD FRANCHISING	N/A	Franchise services, namely, offering business management assistance in the establishment and operation of drainage solutions business offering septic services and remediation	Common Law
HomeField Onsite Environmental	N/A	Installation of septic tanks; Installing septic fields; Installing septic tanks; Maintaining septic systems; Maintenance of septic systems; Providing information relating to septic tank cleaning services; Provision of information relating to septic tank cleaning services; Pumping septic tanks; Septic tank cleaning; Septic tank pumping and cleaning	Common Law

We have the right to use the Marks and to sublicense use of these Marks to our franchisees.

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court. There are no pending infringement, opposition or cancellation proceedings, and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. We know of no infringing or prior superior uses that could materially affect the use of the Marks.

You do not receive any rights to the Marks other than the exclusive right to use them in the operation of your Franchised Business. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the Franchised Business. You cannot use a name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges, or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. You agree to comply with our directions within ten business days after receiving our notice to you. We do not have to reimburse you for any costs or expenses associated with making such changes, for any loss of revenue due to any modified or discontinued Mark, or for your expenses in promotion a modified or substituted trademark or service mark. If we adopt and use new or modified Marks, you must add or replace equipment, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your Franchised Business for the new or modified Marks. You do not have to spend an amount unreasonably disproportionate to your initial investment during the initial term of the Franchise Agreement to conform your Franchised Business to changes to the Marks and other System modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words or any variation of “HOMEFIELD” without our prior written consent.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise. We do not have any pending patent applications that are material to the franchise. We own copyrights in the Confidential Operations Manual, our website, our marketing materials, and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information, including, but not limited to, methods of business management, accounting, sales and promotion techniques, customer lists, and know-how, knowledge of, and experience in, operating a HomeField Franchised Business. We will provide our trade secrets and other confidential information to you during training, in the Confidential Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your Franchised Business. You may

only divulge trade secrets and other confidential information to employees who must have access to it to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information (including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company, or other business entity, and your managers, executives, employees, and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques, or materials concerning the Franchised Business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You acknowledge and agree that the Franchised Business is not a "passive" investment. You will use your full-time best efforts to promote and increase the sales and recognition of the services offered through the Franchised Business. You must attend and satisfactorily complete our initial training program before you open the Franchised Business. The Franchised Business must always be under the direct, full-time, day-to-day supervision of you or your designated manager (if not you). In the event you appoint a designated manager, he or she must satisfy our then-current background and experience requirements and also be an owner of the franchisee with no less than 5% equity interest. You and your Designated Manager are jointly and severally liable and responsible for the operation of your Franchised Business in accordance with the terms of the Franchise Agreement and the Manual.

If you appoint a designated manager, before assuming the role, he or she must attend and satisfactorily complete our initial training program and you must keep us informed at all times of the identity of your designated manager. If you must replace the designated manager, your replacement designated manager has thirty days to attend and satisfactorily complete our initial training program.

We may require certain individuals associated with your Franchised Business, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees, and staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements. If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity and their spouses are required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement.

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Unlimited Guaranty

and Assumption of Obligations attached to the Franchise Agreement. We reserve the right to require a personal guarantee from any owner regardless of their ownership percentage.

We do not impose any anti-poaching restrictions that prohibits you, or any other franchisee, from soliciting or hiring any person currently employed or previously employed within the Franchise System. However, if you hire another franchisee’s employees within one year of the employee attending our training program, you are required to reimburse the other franchisee the then-current training fee and its costs associated with sending that employee to training. Our enforcement of this reimbursement provision does not constitute a waiver of any other rights we may have regarding the protection of our trade secrets or confidential information.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify. You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we may disapprove. We may take action, including terminating your franchise if you purchase or sell unapproved products or make purchases from unapproved suppliers. We may periodically change required or authorized services or products. There are no limits on our right to do so, except that your investment required to change required or authorized products or services will not be unreasonably disproportionate to your initial investment.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences. Our permission to offer such localized services is a privilege, not a right, and may be revoked by us at any time without notice.

We do not place restrictions on you with respect to who may be a customer of your Franchised Business, except National Accounts customer as described in Item 12 above.

Pricing

We generally allow franchisees to set local market rates, but we reserve the right to establish minimum or maximum pricing for advertising and promotional events and for all regional or national clients. If we establish a National Account in your Territory you agree to service the National Account under the same terms, pricing, and provisions negotiated for the National Account. The pricing for National Accounts may be lower than your local market rates, and you waive any claim for lost profits or damages resulting from such pricing mandates.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreement attached to this disclosure document.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	Section 4.1	The initial term is 10 years.
b. Renewal or extension of the term	Section 4.2	You have the right to renew for two additional consecutive 5-year terms.

Provision	Section in Franchise or Other Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 4.2	(a) You must have substantially complied with the Franchise Agreement; (b) must have updated and refurbished your service vehicle and equipment, the Franchised Business office to reflect our then-current standards; (c) have satisfied all monetary obligations owed to us or our affiliates; (d) are not in default of any provision of the Franchise Agreement or any other agreement between you and us; (e) notified us of your intent to renew not less than 9 months but not more than 12 months prior to the end of your initial Term; (f) sign our then-current Franchise Agreement, which may have materially different terms and conditions (including higher royalty fees and higher MAP fees); (g) comply with current qualifications including any training requirements; (h) pay the renewal fee; and (i) sign a general release.
d. Termination by Franchisee	Section 16.3	You can terminate by selling your franchise, or if you are in full compliance with all of the terms of this Agreement and we materially breach this Agreement and fail to commence reasonable efforts to cure such breach within 30 days after receiving written notice.
e. Termination by franchisor without cause	No provision	We may not terminate the Franchise Agreement without cause.
f. Termination by franchisor with cause	Sections 16.1, 16.2	We may terminate the Franchise Agreement only if you default.
g. “Cause” defined – curable defaults	Section 16.2	The Franchise Agreement will terminate automatically without notice upon the happening of certain bankruptcy or insolvency-related events. We can terminate the Franchise Agreement, after allowing you a five-day cure period, if you fail to pay any monies due under the Franchise Agreement. We can terminate the Franchise Agreement, after allowing you a 10-day cure period, if you fail to comply with applicable laws or any other provision of the Franchise Agreement or Confidential Operations Manual.

Provision	Section in Franchise or Other Agreement	Summary
h. "Cause" defined – non-curable defaults	Section 16.1	We can terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely establish, equip and begin operations of the Franchised Business; fail to have your designated manager satisfactorily complete training; fail to maintain all required professional licenses, permits and certifications for more than five business days; made a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; after notice to cure, fail to refrain from activities, behavior or conduct likely to adversely affect either party or the Franchised Business; use the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner; if required, fail to have your owners (and members of their immediate families and households), officers, directors, managers, executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-competition agreements; abandon the Franchised Business for five or more consecutive days; surrender or transfer control of the Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a designated manager following your death or disability; submit reports on two or more separate occasions understating any amounts due by more than 3%; are insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on two or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; violate on two or

Provision	Section in Franchise or Other Agreement	Summary
		more occasions any health, safety or other laws or operate the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; repeatedly breach the franchise agreement or comply with specifications; default of your promissory note with us or our affiliate; or default under any other agreement with us (or an affiliate) so that we (or the affiliate) have the right to terminate the agreement.
i. Franchisee's obligations on termination/non-renewal	Sections 16.4 and 17	Stop operating the Franchised Business; stop using any trade secrets, confidential information, the System and the Marks; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement; return the Confidential Operations Manual, trade secrets and all other confidential information including records, files, instructions, brochures, agreements, referral contact list, disclosure statements, and all other materials that we provided to you; assign your email addresses, any websites, and telephone numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement. If the Franchise Agreement terminates because you have closed or abandoned the Franchised Business or expires, you must pay us liquidated damages calculated as 9% of your average monthly Gross Revenue multiplied by the lesser of twelve months or the number of months remaining in your franchise term.
j. Assignment of contract by franchisor	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee-definition	Section 18.2	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement or the Franchised Business's assets.
l. Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.

Provision	Section in Franchise or Other Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form that we prescribe; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement for the existing Territory; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a of \$5,000; if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement; and the transferee has agreed that its designated manager will complete the initial training program before assuming management of the Franchised Business.
n. Franchisor's right of first refusal to acquire franchisee's Franchised Business	Section 19	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Franchisor's option to purchase franchisee's Franchised Business	N/A	N/A
p. Death or disability of franchisee	Section 18.6	After the death or incapacity of an owner of the franchise, his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within 180 days of death or incapacity or we may terminate the Franchise Agreement.

Provision	Section in Franchise or Other Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 7.3, 7.4	You, your owners (and members of their families and households) and your officers, directors, executives, managers and professional staff are prohibited from: attempting to divert any business or customer of the Franchised Business to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.3	For two years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers and professional staff are prohibited from: owning or working for a competitive business within the Territory, within 25 miles from the perimeter of the Territory, or within the territory of any other HomeField business; or soliciting or influencing any of our customers or business associates to compete with us or terminate their relationship with us. (Subject to state law)
s. Modification of the agreement	Sections 9.2, 22.7, and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the representations made in the franchise disclosure document, its exhibits and amendments.

Provision	Section in Franchise or Other Agreement	Summary
u. Dispute resolution by arbitration or mediation	Sections 23.7 and 23.8	Claims, controversies, or disputes from or relating to the Franchise Agreement must be mediated, and if mediation is unsuccessful, submitted to arbitration, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or confidential information. There is no requirement to mediate after termination of the Franchise Agreement.
v. Choice of forum	Section 23.2	Mediation at the AAA office in the city in which we maintain our principal business address, currently Plano, Texas (subject to applicable state law). Venue for any other proceeding is exclusively the courts located in Collin County, Texas (subject to applicable state law). See the State Specific Addenda attached to this disclosure document.
w. Choice of law	Section 23.1	Texas law applies (subject to applicable state law). See the State Specific Addenda attached to this disclosure document.

ITEM 18 PUBLIC FIGURES

We do not presently use any public figures to promote our 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 any reasonable basis for the information, and if the information is included in the disclosure document. Financial information that differs from that included in Item 19 may only be given 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 possible performance at a particular location or under particular circumstances.

As of December 31, 2025, there were seven (7) total franchised units in operation. This Financial Performance Representation ("FPR") utilizes a subset of three (3) franchised outlets (the "Reporting Group") that were open and operating for the full 8-month measurement period ending December 31, 2025 (the "Measurement Period"). The four (4) franchised units excluded from this Item 19 opened during the 2025 calendar year and did not have sufficient operating history to be included in the Measurement Period.

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The following tables present the Gross Revenue for each territory in the Reporting Group during the Measurement Period.

Territory 1	<u>Gros Revenue</u>	% of Income
4000 Septic Pumping	\$ 241,345.00	8.23%
4010 Septic Diagnostic	\$ 67,820.78	2.31%
4015 Septic Repairs & Maintenance	\$ 1,108,480.46	37.80%
4025 HomeField Advantage Plans	\$ 725,785.99	24.75%
4030 Septic Tank & Field Install	\$ 803,045.61	27.39%
4999 Discounts	\$ (14,222.45)	-0.49%
Total Gross Revenue	\$ 2,932,255.38	100.00%

Territory 2	<u>Gros Revenue</u>	% of Income
4000 Septic Pumping	\$ 374,789.50	12.97%
4005 Septic Inspections	\$ 186,610.00	6.46%
4010 Septic Diagnostic	\$ 43,096.12	1.49%
4015 Septic Repairs & Maintenance	\$ 1,036,198.50	35.85%
4025 HomeField Advantage Plans	\$ 31,250.00	1.08%
4030 Septic Tank & Field Install	\$ 941,647.68	32.58%
4110 Sewer Jetting	\$ 52,600.00	1.82%
4120 Sewer Repair	\$ 5,600.00	0.19%
4210 Grease Pumping & Liquid Sludge	\$ 224,633.38	7.77%
4999 Discounts	\$ (5,780.00)	-0.20%
Total Gross Revenue	\$ 2,890,645.18	100.00%

Territory 3	<u>Gros Revenue</u>	% of Income
4000 Septic Pumping	\$ 140,877.00	24%
4005 Septic Inspections	\$ 6,250.00	1%
4015 Septic Repairs & Maintenance	\$ 121,707.35	21%
4025 HomeField Advantage Plans	\$ 42,560.63	7%
4030 Septic Tank & Field Install	\$ 307,333.49	52%
4999 Discounts	\$ (25,777.25)	-4%
Total Gross Revenue	\$ 592,951.22	100%

Notes:

1. During the year 2025, 4 new Franchised Territories began operations and did not have a dataset for the full Measurement Period, and thus were excluded from this disclosure item.
2. “Gross Revenue” means total income to the franchise less applicable sales taxes, discounts and refunds. Gross Revenue does not include the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue figures to determine net income or profit.

3. The results presented in this Item 19 are not audited and are based on information reported to us by the Franchised Territories. We have not independently audited the reported results.
4. **Basis of Presentation:** The figures above are based on historical, unaudited financial reports submitted to us by the franchisees. While we have not independently audited or verified this information, we have no reason to doubt its accuracy.
5. **Net Income and Profitability:** The figures above do not reflect costs of goods sold, operating expenses, or other costs that must be deducted from gross revenue to calculate net profit. Operating a HomeField franchise involves significant costs, including but not limited to: labor, royalty fees, marketing fees, vehicle maintenance, fuel, insurance, rent, and debt service. These expenses will vary significantly based on your geographic location and management efficiency.

The territories included in this financial performance representation are substantially similar to the Franchised Business for which we are offering franchises in this disclosure document, and their services are substantially similar to those to be offered and sold by the business you would operate. However, market conditions, competition, and local regulations vary by region and may impact your results. You should conduct an independent investigation of the costs and expenses you will incur in operating your shine franchise. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information. We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable, and consult with an attorney and other advisors prior to executing the franchise agreement.

Some outlets sold this amount. Your individual results may differ. There is no assurance you will sell as much.

Written substantiation of the financial performance representation will be made available to you upon reasonable request.

Except for the information presented above, 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 the franchisor's management by contacting Micah Findley, Chief Operating Officer, FH Franchising LLC, 217 W Warren St, Hewitt, Texas 76643, 254-723-4617, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2023 TO 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	1	+1
	2025	1	7	+6
Company-Owned	2023	0	0	0
	2024	0	0	0

	2025	0	0	0
Total Outlets	2023	0	0	0
	2024	0	1	+1
	2025	1	7	+6

Table No. 2

**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR)
FOR YEARS 2023 TO 2025**

State	Year	Number of Transfers
All States	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table No. 3

**STATUS OF FRANCHISE OUTLETS
FOR YEARS 2023 TO 2025**

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Arizona	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Texas	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	5	0	0	0	0	6
Total	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	6	0	0	0	0	7

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Texas	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table No. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2025

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
Texas	0	2	0
Washington	0	1	0
TOTALS	0	4	0

A list of the names and current addresses of our franchisees is located in [Exhibit G](#). A list of names and current addresses of franchisees who have been terminated, canceled, not renewed, voluntarily or involuntarily ceased to do business under their franchise agreement during our fiscal year ending December 31, 2025, or who have not communicated with us within 10 weeks of the issuance date of this disclosure document are listed in Exhibit G.

During the last three years, no franchisee has signed a confidentiality clause with us that would restrict the franchisee's ability to openly communicate with you regarding the franchisee's experience with the Franchise System.

We are not aware of: (i) any trademark-specific franchisee organizations associated with the franchise system being offered; or (ii) independent franchisee organizations that have asked to be included in this disclosure document.

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

ITEM 21 FINANCIAL STATEMENTS

Exhibit F contains the following:

- (i) Audited balance sheet as of December 31, 2025 and December 31, 2024 and the related statements of income, cash flows, and changes in equity for the years then ended; and

Our fiscal year ends December 31st. We have not been in business for three years or more and, therefore, cannot include all the financial statements required by this Item.

ITEM 22
CONTRACTS

Exhibit C – Franchise Agreement

Attachment 1 – Key Terms

Attachment 2 – Nondisclosure and Non-Competition Agreement

Attachment 3 – Unlimited Guaranty and Assumption of Obligations

Attachment 4 – Holders of Legal or Beneficial Interest in Franchisee; Governing Persons

Attachment 5 – Electronic Funds Transfer Authorization

Exhibit D – Telephone Number and Website URL Assignment Agreement

Exhibit I – General Release (Sample Form)

Exhibit J – Franchise Disclosure Questionnaire

ITEM 23
RECEIPTS

Our copy and your copy of the disclosure document Receipts are located on the last two pages of this disclosure document (Exhibit L).

EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS

California

Department of Financial Protection and Innovation
320 W. 4th Street, Suite 750
Los Angeles, California 90013
866-275-2677

Hawaii

Department of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
808-586-2722

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
317-232-6681

Maryland

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
410-576-7042

Michigan

Department of the Attorney General
Consumer Protection Division, Franchise Section
525 Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, Michigan 48909
517—373-7117

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
651-539-1500

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Fl
New York, New York 10005
212-416-8222

North Dakota

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor, Dept. 414
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island

Department of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue, Bldg. 69-1
Cranston, Rhode Island 02920
401-462-9500

South Dakota

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501
605-773-3563

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
804-371-9051

Washington

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
360-902-8760

Wisconsin

Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703
608-261-9555

**EXHIBIT B TO THE DISCLOSURE DOCUMENT
LIST OF AGENTS FOR SERVICE OF PROCESS**

Connecticut

Department of Banking, Securities and Business
Investments Division
260 Constitution Plaza,
Hartford, Connecticut 06103

Texas

Attn: Micah Findley
217 W Warren St
Hewitt, Texas 76643

Virginia

Clerk, of the State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

Washington

Director, Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501-6456

Wisconsin

Administrator, Division of Securities
Department of Financial Institutions
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT C TO THE DISCLOSURE DOCUMENT
FH FRANCHISING LLC
FRANCHISE AGREEMENT

FH FRANCHISING LLC FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

SUMMARY PAGE

EFFECTIVE DATE: _____

EXPIRATION DATE: 10th anniversary of the Effective Date

FRANCHISEE(S): _____

TYPE OF BUSINESS ENTITY: _____

**FRANCHISEE'S AUTHORIZED
BUSINESS TRADE NAME:** HomeField _____

FRANCHISED BUSINESS OFFICE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

FRANCHISE FEE: ☐ \$59,950 or ☐ _____

CLASSIFICATION ☐ Start-Up ☐ Small Roll-In ☒ Large Roll-In

ROYALTY FEE: ____ % of Gross Revenue for the previous month

MAP FEE: An amount specified by Franchisor, from time to time,
but not to exceed ____ % of Gross Revenue (refer to Section 11.2.)

TRANSFER FEE: \$5,000 (refer to Section 18.2.8.)

RENEWAL FEE: \$10,000

Franchisor Initial

Franchisee Initial

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FH FRANCHISING LLC FRANCHISE AGREEMENT

This Franchise Agreement entered into on the Effective Date by and between FH Franchising LLC, a Texas limited liability company, having its principal place of business at 217 W Warren St, Hewitt, Texas 76643 (“**HomeField**”, “**Franchisor**”, or “**we**”), and the Franchisee identified in the Summary Page (“**Franchisee**” or “**you**”).

WITNESSETH:

WHEREAS, Franchisor and its Affiliate have developed, and are in the process of further developing, a System identified by the service mark “HOMEFIELD ONSITE ENVIRONMENTAL” OR “HOMEFIELD” and relating to the establishment and operation of a business referred to as HomeField business; and

WHEREAS, in addition to the service mark “HOMEFIELD” and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; other strategies and techniques; and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate a HomeField Business using the System and the Marks; and

WHEREAS, Franchisee desires to operate a HomeField Business, has applied for the Franchise and such application has been approved by the Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with the Franchisor’s System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

“**Affiliate**” means any business entity that controls, is controlled by, or is under common control with Franchisor;

“**Agreement**” means this agreement entitled “FH Franchising LLC Franchise Agreement” and all instruments supplemental hereto or in amendment or confirmation hereof;

“**Approved Supplier(s)**” has the meaning given to such term in Section 13.1;

“**Competitive Business**” means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) Competitive Services; provided, however, that the term “Competitive Business” shall not apply to **(a)** any business operated by Franchisee under a Franchise Agreement with Franchisor, or **(b)** any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

“**Competitive Services**” means a liquid waste business, drainage solution services, any other product or services the same as or similar to those provided by HomeField or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees; or any business franchising drainage solution services. The Franchised Business services include, but are not limited to design/engineering services, consultations (which includes estimates),

inspections, servicing, repair, maintenance, monitoring, installation, pumping, and hauling and removal, regarding septic services, and investigations of the same for residential and commercial real estate.

“Confidential Information” means technical and non-technical information used in or related to HomeField Businesses and not commonly known by or available to the public, including, without limitation, the System, the Customer List, Trade Secrets, construction, cleaning and repair methods and products, customer services techniques and other techniques and methodologies not generally known to the industry or public, and all data generated by the Franchised Business, and any other information identified or labeled as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: **(a)** is now or subsequently becomes generally available to the public through no fault of Franchisee; **(b)** Franchisee can demonstrate by written records was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; **(c)** is independently developed without the use of any Confidential Information; or **(d)** is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

“Confidential Operations Manual” means the HomeField Confidential Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures, and specifications of the System, including other operations, administration and managers’ manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda, and other publications prepared by, or on behalf of, Franchisor;

“Cooperative Advertising” means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for HomeField Businesses within a particular region;

“Designated Manager” means the individual designated by Franchisee as having primary responsibility for managing the day-to-day affairs of the Franchised Business;

“Effective Date” means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term, OR the date in which your Business begins operating, whichever is sooner;

“Electronic Depository Transfer Account” means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

“Franchise” means the right granted to Franchisee by Franchisor to use the System and the Marks;

“Franchise Fee” has the meaning given to such term in Section 3.1;

“Franchised Business” means the HomeField Business to be established and operated by Franchisee pursuant to this Agreement;

“Franchised Business Office” means the site for the operation of the Franchised Business;

“Franchisee” means the individual or entity defined as “Franchisee” in the introductory paragraph of this Agreement;

“Franchisor” means FH Franchising LLC;

“Franchisor Indemnities” has the meaning given to such term in Section 21.3;

“GAAP” means the generally accepted accounting principles, standards, conventions and rules accountants follow in recording and summarizing transactions, and in the preparation of financial statements;

“Gross Revenue” means the aggregate of all revenue from the sale of services and products from all sources in connection with the Franchised Business, whether for check, cash, credit or otherwise including,

without limitation, all proceeds from any business interruption insurance, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any customer of the Franchised Business that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Business, and (d) any rebate received by Franchisee from a manufacturer or supplier; (e) All barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided by the vendor, supplier or customer will be valued at the full retail value bartered in exchange for the good or services provided to you. Gross Revenues also includes the proceeds of any business interruption insurance paid to you. Gross revenue also includes any payments you receive from vendors. Chargebacks are not deducted from Gross Revenues. No other deductions are permitted, including deductions for credit card processing fees, uncollectible debt, or "chargebacks;

“Gross Revenue Reports” has the meaning give to such term in Section 12.2;

“Incapacity” means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

“Internet” means any one or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

“Internet Advertising Program” has the meaning given to such term in Section 11.4;

“Local Advertising” has the meaning given to such term in Section 11.1;

“Marketing Fee” has the meaning given to such term in Section 11.2;

“Marks” means the service marks “HOMEFIELD” and “HOMEFIELD ONSITE ENVIRONMENTAL” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings, and other commercial symbols as Franchisor may designate to be used in connection with HomeField Businesses;

“Owner(s)” means Franchisee’s principals individually or entity holding at least 5% legal or beneficial equity interest in Franchisee;

“Royalty Fee” has the meaning given to such term in Section 3.2;

“System” means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn, or otherwise revised by Franchisor for the operation of HomeField Businesses; and

“Trade Secrets” means information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, marketing plans, client information, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in HomeField Businesses that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Transfer” as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) any interest in this Agreement, the License, the Store, substantially all the assets of the Store, or in the ownership of the franchisee (if you are an Entity). “Transfer” as a noun means any such sale, assignment, gift, transfer, pledge, mortgage or encumbrance.

2. GRANT OF FRANCHISE; APPROVED LOCATION

2.1. Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited and non-exclusive license to operate one (1) HomeField Business using the System and Marks within the territory. This grant does not include any right to use the Marks or System on the Internet or through any other channel of distribution not specifically authorized in writing by Franchisor.

2.2. Franchised Business Office

2.2.1. Franchisee's authorized non-exclusive Territory ("Territory") is described, or if not yet identified as of the Effective Date, will be described on Attachment 1 ("Key Terms"). Franchisee's Territory shall include a minimum population of 300,000.

2.2.2. The street address (or detailed description of the premises) of the location for the Franchised Business Office is described, or if not yet identified as of the Effective Date, will be described on Attachment 1. Franchisee may not relocate the Franchised Business Office without Franchisor's prior written consent.

2.2.3. The Franchised Business Office shall be located at commercially leased property with minimum of 250 square feet of space or Franchisee's or its Designated Manager's principal residence.

2.2.4. The service tools and equipment for the Franchised Business shall be stored at the place described on Attachment 1 in a secure manner that meets Franchisor's System standards.

2.3. Sub-franchising/Agents

Franchisee shall not sublicense or attempt to sublicense the use of the System or Marks to any person or entity. Except as permitted in Section 18, Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations licensed hereunder. Any attempt to do so shall be null and void and constitute a material breach of this Agreement.

2.4. Non-Exclusive License

You are not permitted to locate in or market in another franchisee's territory, except as to group, regional, or other marketing which we approve. However, we and our franchisees are allowed to service customers anywhere.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We reserve the right to use other channels of distribution, including the internet, to solicit and accept orders from consumers inside your Territory using our principal trademarks. We reserve the right to provide services in your Territory through a company office or another franchise in order to service a national account client or to provide services during a catastrophe or other significant claim event where your office cannot meet current client demands.

You may not solicit orders from consumers outside your Territory but you may accept orders from consumers outside your Territory to be performed inside your Territory.

Nothing herein provides you the right to perform services outside of your Territory without the express written consent of the Franchisor, which will be limited in time and scope, and such permission must be given on a case-by-case basis.

2.5. Minimum Performance Requirement

There is no minimum performance criteria requirements during your 36 months of operation. However, beginning with month 37 of operations, you will be required to sustain minimum gross revenue of \$50,000 per month through the Term of this agreement ("Minimum Performance Requirement").

Failure to meet the Minimum Performance Requirement is a material breach of this Franchise Agreement, for which we may terminate the Franchise Agreement, modify or reduce your Territory, or, in lieu of termination, we may provide you with additional training opportunities for which we will require you to perform and maintain a certain level of achievement as part of a corrective action plan. If we require you to participate in the additional training, you will be solely responsible for all costs and expenses associated with such training.

3. FEES

3.1. Franchise Fee

Upon execution of this Agreement, Franchisee shall pay a fee (“Franchise Fee”) to Franchisor in the amount stated on the Summary Page, or if not known as of the Effective Date, to be stated on Attachment 1. The Franchise Fee is fully earned by Franchisor upon receipt and is non-refundable under any circumstances.

If the amount of the Franchise Fee is not known as of the Effective Date, it shall be calculated as follows: \$59,950 for a territory of at least 300,000 in population. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of the Franchisor up to the date of Franchisee’s failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

3.2. Royalty Fee and Minimum Monthly Royalty Fee

During the Term of this Agreement, Franchisee shall pay to Franchisor a nonrefundable and continuing Royalty Fee in the amount specified in the Summary Pages and Attachment 1 for the right to use the System and the Marks. Royalties may be collected by the franchisor from all payments received directly by the Franchisor; and after Royalty Fees and other amounts due to Franchisor are subtracted from the total amount collected, then the balance will be paid to Franchisee. For revenue not received first by Franchisor, then Royalties are due on or before 5:00 PM CST on the 10th day of each month (unless this day is a weekend or holiday, then on the business day before), Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, a fee (“Royalty Fee”) in the amount stated on the Summary Page. Each Royalty Fee payment shall accompany a Gross Revenue Report, as required by Section 12.2, for the same period. The Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.5, which shall be submitted to Franchisor via e-mail, or intranet system. Franchisor reserves the right to change the timing, frequency or manor of payment by providing Franchisee at least ten (10) days’ notice.

3.2.1 Minimum Monthly Royalty Fee. You must pay the greater of the Royalty Fee as specified on the Summary Page or the Minimum Monthly Royalty Fee as specified on Attachment 1. The Minimum Monthly Royalty Fee may range from \$500 per month to \$2,500 per month in accordance with the book of business you are bringing in. If the Royalty Fee paid to us is less than the Minimum Monthly Royalty Fee owed to us, then you must pay us the difference between the total Royalty Fee paid to us and the applicable Minimum Monthly Royalty Fee. Failure to pay the greater of the Royalty Fee amount or Minimum Monthly Royalty Fee is a material breach of the Franchise Agreement, for which we may terminate the Franchise Agreement.

3.3. National Account Dispatch Fee and Claims Management Fee

If you provide services as part of a National Accounts clients, we reserve the right to charge you National Account Dispatch Fee and Claims Management Fee. Currently the National Account Dispatch Fee is \$0; however, we reserve the right to increase this fee with ten-day written notice to you up to 10%

of invoiced amount from the national client. Furthermore, we reserve the right to charge you Claims Management Fee, which is currently 5% of the invoiced amount from a national account's client. We reserve the right to increase this fee with a ten-day written notice to you up to 10% of invoiced amount from the client. Upon revenue collected, you must pay our then-current fee if you provide services as part of a National Accounts clients. We will invoice and collect payment from the Client and then disburse your portion minus any administrative fees.

3.4. Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes and similar taxes imposed on the fees payable by the Franchisee to the Franchisor hereunder and on services or goods furnished to the Franchisee by the Franchisor at the same time as the Franchisee remits such fees to Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

3.5. Electronic Transfer

Franchisor currently requires all Royalty Fees, Marketing Fees, amounts due for purchases by Franchisee from Franchisor, and other amounts due to Franchisor to be paid through an Electronic Funds Transfer Authorization (see Attachment 5). Franchisee shall open and maintain a single bank account for all its Franchised Business, and none other without Franchisor's written consent, and shall provide Franchisor with continuous access via electronic transfer to such account for the purpose of receiving any payments due to Franchisor. Franchisee shall make deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent. Franchisor reserves the right to designate another method of payment by provide 30-days' written notice to Franchisee.

3.6. Late Fees/ Interest Charges

All Royalty Fees, Marketing Fees, and any other amounts not received by Franchisor on the due date, will be subject to a 1.5% interest charges per month, (or the maximum rate permitted by law, if less), from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due amounts, including reasonable collection or attorney fees. In addition to the interest charges, a \$25 per report or \$25 per late payment fee must be paid to the Franchisor from you if you are more than 5 days past the due date of such report or payment. Franchisee shall be subject to a Default Fee of \$1,500 per event of default, plus the cost of re-inspections and all legal fees incurred in enforcing compliance.

Acceptance of late payment shall not constitute an agreement by us to accept any payments after the due date or a commitment by us to extend credit to or otherwise finance Franchisee nor will it release franchisee of its obligations under the terms of the Franchise Agreement, including such late payment constituting default of the Franchise Agreement.

3.7. Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, MAP fees, purchases from Franchisor, or any other amount owed to Franchisor in any proportion or priority.

3.8. Liquidated Damages for Marketing in Another Franchisee' Territory

The parties acknowledge and agree that it is integral to the franchise system that Franchisee respect the territorial restrictions contained in this Agreement, and that Franchisee's failure to respect such boundaries affects not only other franchisees but also Franchisor's relationship with its other franchisees

and the integrity of the franchise system itself. The parties further acknowledge and agree that the harm caused by such failure is incapable or difficult of estimation. Therefore, the parties agree that other than as authorized by the Franchisor pursuant to the National Accounts program, if Franchisee markets, advertises, or solicits in another franchisee's territory, without Franchisor's permission, in violation of this Agreement, Franchisee shall pay to Franchisor \$5,000 per incident, as liquidated damages and not as a penalty. In addition to the \$5,000 the Franchisee shall also pay 75% of proceeds from the marketing and services provided to the franchisee whose territory was violated and whose territory the services were performed in. The parties further acknowledge and agree that the foregoing amount represents a reasonable forecast of just compensation for the breach to the Franchisor and the franchisee whose territory was violated.

3.9 Default Fee

If you are in default under this Agreement, at our direction and without waiver of any of our rights under this Agreement, in lieu of termination of this Agreement, we may impose a fee ("Default Fee") in an amount of \$1,500 plus the cost of reinspection and the cost of enforcing compliance. You must pay the default fee within 3 days of our demand.

3.10 Holdover Fee

If you continue to operate the business after expiration of this Agreement, HomeField will charge you 150% of the current Royalty fees due until such time as the Agreement is formally renewed or we choose to mutually terminate.

3.11 Technology Fee

We require that you pay our then-current Technology Fee before you begin operations and on-going through the Term of this Agreement. This fee is for the technology you will need to operate your Franchised Business, including the services provided for website and email hosting, and for the use of business management software. Currently we offer two approved business management platforms for you to choose from: Housecall Pro and ServiceTitan. A portion of this fee may be paid directly to the us or our designated supplier for which such designation may be changed in our sole discretion from time to time. This is uniformly imposed and not refundable. We reserve the right to modify platform requirements with 30 days' written notice to you to reflect changes in vendor pricing or system requirements. Additionally, these fees are subject to increase based on increased costs we incur over time, and each such increase is uniformly imposed and not refundable. If such fee is charged by us then the maximum increase shall not exceed \$2,500 per month and if the fee is charged by the third-party vendor then the fee shall be the actual amount charged by the third-party vendor. You must implement such change promptly upon our notice to you.

3.11.1 Consistent with the foregoing, among other things, we reserve the right periodically to undertake technology initiatives, the purpose of which would be enhance the technology associated with the franchise system including, without limitation, enhanced internet capability, use of proprietary digital applications and enhanced support services. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the remaining term of this Agreement, you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions or modifications) and required service or support. We have no obligation to reimburse you for any Computer System costs. As otherwise permitted in this Agreement, we may access the Computer System and retrieve all pertinent information relating to the operation of your HomeField Business in areas that we have the ability to control and/or remedy.

3.11.2 Notwithstanding the fact that you must purchase, use, and maintain the Computer System consistent with our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, updates and upgrading of the Computer System, including compliance with the standards that we periodically require; (2) the manner in which you

Computer System interfaces with our computer system and those of other third parties; (3) the installation, maintenance and support of the Computer System, although we may from time to time require or recommend third parties to provide these functions; and (4) any and all consequences that may arise if the Computer System is not properly operated, maintained and upgraded, including but not limited to virus and spyware issues.

3.11.3 All of your Computer Systems must be compliant with all applicable laws, regulations, and commonly accepted industry standards, including without limitation those laws, regulations, and commonly accepted industry standards relating to privacy, data security, and the processing and protection of confidential personal information, including without limitation the Payment Card Industry Data Security Standards and all other standards applicable to electronic payments that may be published from time to time by payment card companies.

3.12 QuickBooks Subscriptions

We require that you pay directly to our designated or approved supplier a monthly subscription for either QuickBooks Online Plus or QuickBooks Online Advanced, use our Chart of Accounts, and for the Term of this Agreement, reserve an account level access seat for us at all times (allowing, among other things, API connection to approved vendors). Currently, our approved vendors are Qvinci and FranCollect.

3.12.1 You must use QuickBooks Time for all time entries. You will pay our then-current fee for this service which may increase each year; we will notify you of such increase with at least 30 days' notice to you.

3.13 Dishonored Check, ACH draft or other form of payment

If any check, draft, electronic or otherwise, is returned for insufficient funds, you shall pay to Franchisor a nonsufficient funds charge in the amount of \$50 per occurrence and reimburse Franchisor for all expenses that it incurs on account of such nonsufficient funds. Such overdue payment shall also be subject to other fees as identified in this Agreement.

3.14 No Set-off Rights.

You may not set-off, deduct, or otherwise withhold any fees or other amounts due Franchisor under this Agreement on grounds of alleged nonperformance by Franchisor of any of its obligations or for any other reason. Franchisee waives any right to set-off, deduct, or withhold fees based on any alleged nonperformance by Franchisor. Withholding payment of Royalty Fees or any other amounts due to Franchisor is a material breach of this Agreement and subject to termination in Franchisor's sole discretion.

3.15 Call Center Fees

You are required to have a call center to answer roll-over and after hours calls that you or a Customer Service Representative are not able to address during normal business hours. You may be required to use the call center of our choice and allow us to book jobs directly into your business management system. Fees will vary dependent on the vendor chosen. Call Center Fee ranges from \$0 to \$850 per month which includes a one-time set up fee of \$249; in addition, you may be charged an appointment booking fee ranging from \$10 to \$50 per appointment set. However, the call center fees may only increase up to the actual costs charged by a third-party vendor.

4. TERM AND RENEWAL

4.1. Initial Term

The initial term of this Agreement shall commence upon the Effective Date and shall expire at midnight on the day preceding the tenth (10th) anniversary date of the Effective Date (the "Term" or the "Initial Term"), unless this Agreement has been sooner terminated in accordance with the terms and conditions herein.

4.2. Renewal/Successor Term

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to a successor franchise is limited to two (2) consecutive terms of five years each. Your failure to exercise the first renewal right, will serve as a waiver of all other renewal rights. To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1. Franchisee has, during the entire term of this Agreement, substantially complied with all material provisions of this Agreement;

4.2.2. Franchisee has updated and refurbished the Franchised Business Office, service vehicle, and equipment, to reflect Franchisor's then-current standards and specifications applicable to new franchisees;

4.2.3. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.4. Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.5. Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement;

4.2.6. Franchisee has executed Franchisor's then-current form of franchise agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the new Franchise Agreement relates to the grant of a successor franchise), for which such franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee, or MAP Fee; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee;

4.2.7. Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training requirements;

4.2.8. Franchisee has paid the renewal fee as memorialized in the Summary Page to this Agreement; and

4.2.9. Franchisee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Business is located.

5. FRANCHISED BUSINESS OFFICE

5.1. Franchised Business Office

Franchisee shall operate the Franchised Business Office from an office you set up in your principal residence or your Designated Manager's principal residence. If you choose to operate your Franchised Business from a commercially leased property than the leased space shall be a minimum of 250 square feet of space, 150 square feet for storage of small tools and equipment. We also require a minimum of 500 square feet for parking your sale/service vehicle and your waste hauling vehicle. If Franchisee chooses to lease commercial office space, Franchisee should review the lease or purchase documents to evaluate the cost of real estate leasehold improvements. Lease situations will vary in rental amounts, lease terms, amount of space required and tenant improvements required. Size, configuration, warehouse space, and landlord requirements will be major factors in cost. Franchisee shall manage and administer the Franchised Business from the Franchised Business Office (and no other business), and shall maintain the books and

records of the Franchised Business at the Franchised Business Office.

5.2. Development of Franchised Business Office

Franchisor shall make available to Franchisee, at no charge to Franchisee, information or specifications for the Franchised Business Office, service vehicle, service tools and equipment and other equipment and supplies necessary for the establishment and development of a HomeField Business. Franchisee is responsible for obtaining an approved site within 90 days of signing the Franchise Agreement. Franchisor will use reasonable efforts to approve or reject the proposed site within 30 days after receipt of Franchisee's request. Franchisor will provide its decision in writing. As set forth in Section 5.1, Franchisee may operate the Franchised Business Office from within Franchisee's or its Designated Manager's principal residence. Within one-hundred and twenty (120) days after the Effective Date, Franchisee shall have **(a)** established the Franchised Business Office, **(b)** acquired and set-up all required office equipment including broadband or high-speed Internet service, **(c)** acquired and set up at least one telephone number dedicated to the Franchised Business, **(d)** acquired a sales/service vehicle and waste hauling vehicle meeting Franchisor's specifications, and have it wrapped and lettered in accordance with Franchisor's specifications, and **(e)** acquired the service tools and equipment required for the operation of the Franchised Business. If Franchisee is diligently attempting to meet these requirements within the 120-day period, but circumstances outside of Franchisee's control prevent Franchisee from meeting the deadline, Franchisor will give Franchisee additional time (not to exceed an additional 60 days) to meet these requirements.

5.3. Failure to Develop Franchised Business Office

If Franchisee fails meet its development obligations as described in Section 5.2., above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.3, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not nor should it be construed as a penalty. Franchisee hereby waives any and all claims to a refund or restitution regarding the Franchise Fee upon termination under this Section.

5.4. Opening

5.4.1. Within one hundred twenty (120) days after the Effective Date, but before commencing business, Franchisee must:

5.4.1.1. Fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5;

5.4.1.2. Furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.4.1.3. Complete initial training to the satisfaction of the Franchisor;

5.4.1.4. Hire and train the personnel necessary or required for the operation of the Franchised Business;

5.4.1.5. Research and obtain all necessary permits and licenses, including any zoning permits needed to operate the Franchised Business Office of either Franchisee or the Designated Manager (whether a residential or commercial space has been chosen for operations);

5.4.1.6. Each share certificate (or other certificate reflecting an ownership interest) shall have conspicuously endorsed on it a statement, in a form satisfactory to Franchisor, that the certificate is held subject to the transfer restrictions contained in the Franchise Agreement;

5.4.1.7. Pay in full all amounts due to Franchisor;

5.4.1.8 Franchisee's website is live; and

5.4.1.9 Franchisee has the Information Exchange Policy (IEP) clearly defined and ready for use and Franchisee have provided the same to Franchisor for our review and approval.

5.4.2. Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business within one hundred twenty (120) days after the Effective Date. Time is of the essence. Franchisee shall not commence operations until Franchisor has delivered written permission for which franchisor shall not unreasonably withhold permission to begin operations. Permission to open shall be based on Franchisor's determination that Franchisee is ready to open and satisfactorily prepared to operate the Franchised Business. Franchisor's permission to open shall not be deemed a representation or guarantee that the Franchised Business will be successful or profitable.

5.5. Failure to Open

If Franchisee fails to commence operation of the Franchised Business within one hundred twenty (120) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.5, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

5.6. Relocation

Franchisee shall not relocate the Franchised Business Office without the prior written consent of Franchisor. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.6. If Franchisee loses the right to possess the Franchised Business Office and the parties do not agree upon a substitute site within ninety (90) days after such event, this Agreement shall terminate as provided in Section 16.2.

5.7 BY VIRTUE OF COMMENCING OPERATIONS OF FRANCHISEE'S BUSINESS, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS FULFILLED ALL OF FRANCHISOR'S OBLIGATIONS TO FRANCHISEE THAT WE ARE REQUIRED TO FULFILL PRIOR TO THE OPENING OF YOUR HOMEFIELD BUSINESS.

6. PROPRIETARY MARKS

6.1. Ownership

6.1.1. Franchisor represents that applications for registration of certain Marks has been filed with the appropriate authorities. Franchisee acknowledges that Franchisor has not made any representation or warranty to the effect that the Marks which have not been registered shall be registered or are able to be registered therein, and the failure to obtain registrations of any of the Marks shall not be deemed to be a breach of the terms of this Agreement by Franchisor. Moreover, Franchisee shall cooperate with Franchisor and its representatives, at Franchisor's expense, in the prosecution of any applications or registrations of any Marks which have been filed with the appropriate authorities. Franchisor undertakes to keep Franchisee informed of the progress in obtaining registration of the Marks, and any delay or inability to register any Mark shall not constitute a breach of this Agreement.

6.1.2. Franchisee is permitted and required to use the Marks to conduct the business granted pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee.

Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.1.3 Franchisee's right to use the Marks is derived solely from this Agreement, is exclusive and limited to the conduct of business by Franchisee according to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor.

6.2. Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business.

Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated HomeField Franchise" of Franchisee.

6.3. Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, are necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4. Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has complied with the provisions of Section 6.3 and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

6.5. Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within ten (10) business days after notice has been provided to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor

shall not be required to reimburse Franchisee for any costs or expenses associated with making such changes, for any loss of revenue due to any modified or discontinued Mark, or for Franchisee's expenses in the promotion of a modified or substitute trademark or service mark, or any loss of goodwill associated with any modified or discontinued Mark.

6.6. Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business and operating in compliance with our system and standards, Franchisor reserves the right to inspect the Franchised Business Office, to visit and inspect any place where services were provided, and to meet with employees or contractors.

6.7. Business and Customer Data.

In this Section "Customer Data" means Personal Information (as defined below), sales and payment history, and all other information about any person or entity the Franchised Business has serviced, wherever stored, including data regarding customers of businesses converted as a Franchised Business, and any other information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media account, billing and payment history, customer service requests, and any other Information as defined in applicable law, and "Business Data" means all financial reports, vendor and supplier pricing data, and all other data about the Franchised Business other than Customer Data. Franchisee acknowledges and agrees that:

We have the right to independently access all Business Data, wherever maintained. Franchisor also has the right to require Franchisees to deliver Business Data to Franchisor. Franchisor has the right to use (and to authorize others to access and use) Business Data to, among other uses: (i) verify sales, (ii) monitor progress of its franchisee, including compliance with Minimum Performance Requirements; (iii) prepare a financial performance representation for Franchisor's Franchise Disclosure Document; and (iv) share vendor and supplier pricing data with its affiliates.

Franchisor owns and has the right to access all Customer Data, in whatever form existing, and wherever stored. Because the Franchisor owns the Customer Data, including Personal information, Franchisor can share it with our affiliates, service providers, contracted third parties, or any other person, for any purpose, without notifying or compensating Franchisee, both during and after this Agreement, including for the performance of services the Franchisor or its parents or affiliates, as well as for marketing and cross-selling products and services of any of the foregoing parties. Whenever we request, and without request upon termination or expiration of this Agreement, Franchisee is required to promptly deliver to Franchisor all Customer data in your possession or control, without retaining any of Customer Data in any media. Franchisee may not sell or disclose to anyone else any Personal Information or aggregated or non-aggregated Customer Data without first obtaining our written consent. In the event of an approved sale of the Franchised Business to a new owner who will continue to operate the Franchised Business under an agreement with Franchisor, Franchisee may not transfer the Customer Data to the new owner. Franchisee agrees to install and maintain the security measures and devices necessary to protect Customer Data from unauthorized access or disclosure, including (but not limited to) the minimum measures in this Section.

6.8. Franchisor's Sole Right to Domain Name

Franchisee shall not advertise on the Internet using, or establish, create or operate a website using a domain name or uniform resource locator containing, the Marks or the words "HOMEFIELD", or any variation thereof without Franchisor's written approval. Franchisor is the sole owner of a right, title and interest in and to such domain names as Franchisor shall designate in the Confidential Operations Manual.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1. Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor will disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Confidential Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information or Franchisor's goodwill, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): **(a)** shall not, directly or indirectly, use the Trade Secrets or other Confidential Information in any other business or capacity or for the benefit of any other party; **(b)** shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; **(c)** shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and **(d)** shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section 7.1 as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them.

7.2. Additional Developments / Works Made for Hire

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore, and Franchisee hereby agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. Franchisor has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3. Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among HomeField franchisees if owners of the Franchised Business and members of their immediate families or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1. Divert or attempt to divert any business or customer of the Franchised Business to any

Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

7.3.2. Own an interest in, invest in, manage, operate, or perform services, or be employed by or for any Competitive Business wherever located.

7.3.3 Neither Franchisee, nor any officer, director, or owner of Franchisee, shall directly or indirectly, do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Marks or the System.

7.4. Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager, or member of the professional staff and all employees of Franchisee to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Attachment 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in such agreements. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section 7.4. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in such agreements.

7.5. Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section 7 are essential elements of this Agreement, and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System, the Marks, Franchisor's goodwill, and Franchisor's franchise system; and Franchisee expressly waives any right to challenge these restrictions as being overly broad, unreasonable, overly burdensome or otherwise unenforceable. Franchisee affirms that it has other means of earning living from its employment experience prior to becoming a franchisee.

8. TRAINING AND ASSISTANCE

8.1. Initial Training

Franchisor shall make an initial training program available to you and your Designated Manager. Approximately three to four weeks prior to the opening of the Franchised Business, the Designated Manager must attend and successfully complete initial training to Franchisor's satisfaction, including the passing of tests at the end of initial training. Franchisor shall conduct the initial training program at its headquarters, designated regional office, or at another designated location as it may determine from time to time. Franchisor shall not charge tuition or similar fees for initial training for up to two individuals, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries or wages, shall be the sole responsibility of the Franchisee. Franchisee shall be responsible for training its management and other employees. If you replace your Designated Manager, or bring new principals into your franchise, your new Designated Manager and principals must attend our training program within 30 days. We reserve the right to charge an additional then-current training fee per Section 8.3 below.

8.2. Opening Assistance

In conjunction with the beginning of operation of the Franchised Business, Franchisor shall make available to Franchisee, at Franchisor's expense, one of Franchisor's representatives, experienced in the System, for the purpose of familiarizing Franchisee's staff with the HomeField techniques and for the

purpose of providing general assistance and guidance in connection with the opening of the Franchised Business. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

8.3. Additional Training

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager and such substitute manager must complete the initial training to Franchisor's satisfaction. Additionally, if Franchisee replaces its Designated Manager, or brings new principals into the franchise, the new Designated Manager and principals must attend Franchisor's initial training program. Franchisee will be required to pay Franchisor's then-current rates for additional training, presently \$1,000 per day per attendee. You shall be responsible for all expenses including, but not limited to, travel costs, room and board expenses and salaries or wages, for all such individuals attending the training. You are responsible for training your own employees and other management personnel. This additional training is in addition to the on-site opening assistance we provide to you.

8.4. Reserved.

8.5. On-going Training

From time to time, Franchisor may provide, and if it does, has the right to require that the Franchisee or Designated Manager attend ongoing training programs or seminars during the term of this Agreement. Franchisor may charge a fee for mandatory or voluntary on-going training; currently we do not charge a fee for such training. Franchisor shall not require the Owners or Designated Manager to attend more than one session in any calendar year and not more than three (3) days in any calendar year. Franchisee shall be responsible for all travel costs, room and board and employees' salaries and wages incurred in connection with the Designated Manager's attendance at such training.

We reserve the right to delegate some portion of the initial and ongoing training duties, and operational support duties, to a representative approved by us.

8.6. Conferences

We may hold periodic national or regional conferences to discuss various business issues and operational and general business concerns affecting HomeField franchisees. If we hold a national or regional conference, attendance at these conferences is mandatory, unless we specifically provide an exception to you in writing. We will not require attendance at more than one (1) conference during any calendar year. You must pay us our then-current conference registration fee for each person that attends, or is required to attend (despite their failure to attend), a mandatory conference. The amount of the conference registration fee will not exceed \$1,000 per person per conference. If you demonstrate good cause for your inability to attend a mandatory conference, we may in our discretion, waive the conference registration fee. In addition to the conference fee, you will be responsible for all travel costs, meals, and lodging for you and your employees who attend the conference. If you fail to attend any required conference you will still owe conference registration fee for the missed conference in the amount of \$500. However, if you demonstrate good cause for your inability to attend, we may waive the fee.

8.7 On-Site Training Cancellation Fees

If Franchisor or its representative is scheduled to conduct an on-site training program, or scheduled for a visit at the Franchisee's location for training or other reasons, or if the Franchisee registers for a training program and Franchisee subsequently cancels, fails to attend, fails to have the appropriate parties

attend, or fails to stay for the entire training program, Franchisee shall pay the Franchisor, their then-current on-site training cancellation fee (the “On-Site Training Cancellation Fee”). The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance you notify the Franchisor in writing of the cancellation and the cost and expense incurred in rescheduling our travel arrangements.

8.8 Nature and Assistance of Training

Franchisee agrees that Franchisor is not obligated to provide any training or assistance to Franchisee’s particular level of satisfaction, but as a function of Franchisor’s experience, knowledge, and judgment. Franchisee also acknowledges that Franchisor is not obligated to provide any services to Franchisee that are not set forth in this Agreement. If Franchisee believes the Franchisor has failed to adequately provide any pre-opening services to the Franchisee or to its employees, whether with respect to site selection, selection and purchase of equipment and supplies, training, or any other matter affecting the establishment of Franchisee’s business, Franchisee must immediately notify the Franchisor in writing within thirty (30) days following the opening of Franchisee’s business or the Franchisee will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by the Franchisor were sufficient and satisfactory in Franchisee’s judgment, and complied with all representations made to the Franchisee.

8.9 Delegation of Performance

Franchisee agrees that Franchisor has the right to delegate the performance of any portion or all of Franchisor’s obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we contract to perform these obligations.

8.10 Additional Operations Assistance

If we deem it appropriate or at your request we may provide additional operations assistance around the beginning of operation of your Franchised Business. While we do not typically charge for this service, we reserve the right to charge our then-current additional operations assistance fee which is currently \$750 per day plus all of our travel, lodging, food and other related expenses. However, the maximum fee charged will be \$1,000 per day plus the actual expenses incurred.

8.11 Pricing

We generally allow franchisees to set local market rates, but we reserve the right to establish minimum or maximum pricing for advertising and promotional events and for all regional or national clients to the extent permitted by law.

9. **CONFIDENTIAL OPERATIONS MANUAL**

9.1. Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one digital copy of the Confidential Operations Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Confidential Operations Manual. The Confidential Operations Manual may consist of one or more separate manuals and other materials as designated by the Franchisor and may be in written or electronic form. The Confidential Operations Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement.

9.2. Revisions

Franchisor has the right to add to or otherwise modify the Confidential Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor. Franchisor shall make such additions or modifications available to you on the same basis that they are made available to other franchisees. Franchisee shall immediately, upon notice, adopt any such

changes and shall ensure that its copy of the Confidential Operations Manual is up-to-date at all times. If a dispute as to the contents of the Confidential Operations Manual arises, the terms of the master copy of the Confidential Operations Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3. Confidentiality

The Confidential Operations Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by Franchisee both during the term of the Franchise Agreement and subsequently to the expiration and/or non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Confidential Operations Manual is available at the Franchised Business Office in a current and up-to-date manner/format. If the Confidential Operations Manual is in paper form or stored on computer-readable media (i.e., such as a flash drive), Franchisee shall maintain the Confidential Operations Manual in a secure manner at the Franchised Business Office; if the Confidential Operations Manual is in electronic form, Franchisee shall maintain the Confidential Operations Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Confidential Operations Manual, access to the Confidential Operations Manual or any key, combination or passwords needed for access to the Confidential Operations Manual. Franchisee shall not disclose, duplicate or otherwise use any portion of the Confidential Operations Manual in an unauthorized manner. Franchisee's obligation to maintain the confidentiality of Franchisor's Trade Secrets and Confidential Information shall survive expiration or termination of this Agreement.

10. FRANCHISE SYSTEM

10.1. Compliance with Standards

Franchisee shall strictly comply, and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Confidential Operations Manual or other communications supplied to Franchisee by Franchisor. Any failure to adhere to the then-current Manual or System standards shall be deemed a material breach of this Agreement.

10.2. Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment, vehicle, or signs. Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor; provided, however, that Franchisee shall not be required to make any expenditures during the first year of the initial term or any expenditures which are unreasonably disproportionate to Franchisee's initial investment to establish the Franchised Business during the initial term.

If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges that any required expenditures for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2 of this Agreement. Notwithstanding the foregoing, Franchisee shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order.

10.3. Refurbishment of the Equipment and Vehicles

Franchisee may be required, at Franchisor's request, to refurbish and update its equipment and vehicles during the fifth (5) year of the franchise term, but will not be required to spend more than thirty thousand dollars (\$30,000.00) for such purpose. However, the acquisition or lease of a vehicle is not

included in this cap. Franchisor shall provide Franchisee with specifications and assistance in such refurbishment. The obligations described herein are exclusive of the obligations described in Section 10.2. In addition to the requirement to update your vehicle on the 5th year of your franchise term, during the Term of your Franchise Agreement, at all times the vehicle used in the operation of the franchise business must maintain reliability and continue to meet our minimum standards.

10.4. Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular HomeField Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1. Local Advertising

11.1.1. Franchisee shall continuously promote the Franchised Business. Every month, Franchisee shall spend a minimum of five percent (5%) of Gross Revenue up to a maximum of \$25,000 quarterly on advertising, promotions and public relations within the immediate locality surrounding the Franchised Business ("**Local Advertising**"). Such expenditures shall be made directly by Franchisee, subject to the prior approval and direction of Franchisor. Franchisor shall provide general guidelines to Franchisee for conducting Local Advertising. Within fifteen (15) days after the end of each quarter, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding quarter.

11.1.2. Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by the Franchisee including, but not limited to, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or rejection within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials by the end of such twenty (20) day period, such materials shall be deemed to be rejected. Franchisee shall not use any marketing or promotional material prior to written approval by the Franchisor. The submission of advertising materials to the Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services.

11.1.3 Franchisee shall give quarterly reports of its Local Advertising spend within 15 days following the end of each calendar quarter and, in addition, also provide an annual report of the Local Advertising expenditures within 30 days following the end of each calendar year. None of the following expenditures satisfy your Local Advertising expenditure requirement: (1) incentive programs for your employees or agents; (2) non-media promotional costs; (3) charitable, political or other contributions or donations; (4) in-business fixtures or equipment; or (5) grand opening expenses. If the Franchisee fails to spend the required 5% of Gross Revenues monthly to promote the Franchised Business in the local market, Franchisee shall contribute 5% of Gross Revenues to either the Advertising Cooperative or MAP Fee at Franchisor's sole discretion.

11.2. Marketing, Advertising and Promotion Fee

Franchisor has established and administers a System-wide marketing, advertising, and promotion account to facilitate regional and national advertising and marketing efforts to which Franchisee shall contribute a monthly fee. On or before 5:00 PM CST on the 10th day of each month (unless this day is a weekend or holiday, then on the business day before), Franchisee shall contribute to the Marketing, Advertising, and Promotion Fee an amount specified by the Franchisor from time to time, but not to exceed 2% of Gross Revenue for the applicable period ("MAP Fee"). The MAP Fee shall be due at the same time

and in the same manner as the Royalty Fee. Presently the MAP Fee ranges from 1% to 2% of Gross Revenues. Franchisor shall notify Franchisee at least thirty (30) days prior to changing the MAP Fee requirements.

The MAP Fee shall be maintained and administered by Franchisor or its designee as follows:

11.2.1. Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Marketing Fee. The program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any particular marketing program.

11.2.2. Franchisee's MAP Fee may be used to meet the costs of, or to reimburse Franchisor for its costs of, conducting market research, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, intranet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet and/or intranet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). MAP Fee shall not be used for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using map fee monies (including Internet advertising) information concerning franchise opportunities, and a portion of map fee monies may be used to create and maintain one or more pages on Franchisor's web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

11.2.3. There is no requirement that the MAP Fee monies to be audited. Franchisor will account for the MAP Fee monies each year and will provide you with an unaudited copy upon your written request.

11.2.4. Currently there is no franchisee advertising council that provides us with guidance or suggestions regarding advertising and marketing matters.

11.2.5. The MAP Fee account is not a trust or escrow and neither we nor our affiliates assume any fiduciary obligation for administering the MAP Fee monies or for any other reason. Franchisor does not guaranty the value or quality of the services, goods, or products we buy using the MAP Fee monies and Franchisor has no obligation to provide the Franchisee a pro rata benefit.

11.2.6. You will be required to spend a monthly minimum amount on MAP fees which ranges from \$100 to \$500. However, your MAP fees will be capped at \$20,000 annually.

11.3. Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of HomeField Businesses located within a particular region. Franchisor has the right to collect and designate all or a portion of the Local Advertising to payments or contributions to Franchisor for the funding of a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region and to require a minimum spend from the Franchisee to such Cooperative Advertising program.

If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time. Any cooperative formed is not a trust fund. We

have no fiduciary duty to you or any franchisee in connection with the collection or use of the cooperative monies or any aspect of the operation of the Cooperative.

11.4. Social Media/Internet Advertising Program

Franchisee may market its Franchised Business through approved social media channels in accordance with Franchisor's social media policy. Franchisor may require that Franchisee utilize Franchisor's designated supplier for social media marketing services. Franchisee may not otherwise establish a presence on, or market using the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website, presently at the uniform resource locator www.homefieldus.com, that provides information about the System and the products and services that Franchisor and its franchisees provide. We have an Internet Advertising Program which we use to design a webpage for your Franchised Business, link it to the HomeField website, and promote your webpage on the Internet. Franchisee acknowledges that Franchisor has the right to market regionally and nationally inside or outside of Franchisee's territory for the benefit of the brand and the System. We reserve the right to modify or discontinue this program. During the term of this Agreement, you agree to pay us the then- current technology fee to help support the cost of the website, e-mail set up, e-mail hosting, and for use of our business management and accounting software. The technology fee is due on 5:00 PM CST on the 10th day of each month (unless this day is a weekend or holiday, then on the next business day).

11.5. Telephone/Internet Directory Advertising

If we so require, Franchisee must list the telephone number(s) for the Franchised Business in a local telephone or internet directory in its trade area. We may require the franchisee to place the listing(s) together with other HomeField Businesses operating within the distribution area of the directories. If a joint listing is obtained, all HomeField Businesses listed together shall pay a *pro rata* share of the cost of the listings. Directory advertising expenditures are part of Franchisee's Local Advertising obligations.

11.6. Public Relations and Association with Causes

Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding the Franchised Business or any particular incident or occurrence related to the Franchised Business, without the Franchisor's prior written approval. Franchisee shall not in the name of the Franchised Business or the HomeField System (a) donate money, products, or services to any charitable, political, religious, or other organization, or (b) act in support of any such organization, without the Franchisor's prior written approval.

11.7 Initial Marketing Investment

Franchisee is required to spend a minimum of \$15,000 in Grand Opening Advertising as Franchisor may determine in our sole discretion in a manner that Franchisor requires. You may choose to spend more, but any additional amount spent must conform with our requirements. Franchisor may require this amount to be spent before opening, within a certain number of days after opening, or any combination thereof. Franchisee will pay this amount directly to an approved third-party vendor, as we require. The Grand Opening Advertising obligation is in addition to other advertising obligations, and does not count towards the MAP Fees or the Local Advertising Fee obligations.

11.8 Grand Opening

Franchisee will pay to Franchisor a flat fee of \$20,000 that the Franchisor will spend in Franchisee's territory within the first six (6) months of opening of the Franchised Business. This amount is in addition to the initial marketing investment as described above. This amount is due in one lump sum, is fully earned and non-refundable upon receipt. Franchisor shall have sole and absolute discretion regarding the creative concepts, media placement, and timing of all Grand Opening expenditures. Franchisor makes no guarantee regarding the specific results or lead volume generated by the Grand Opening spend, and Franchisee waives

any right to a pro-rata refund of any portion of this fee that remains unspent at the end of the six-month period.

12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12.1. Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Confidential Operations Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

12.2. Gross Revenue Reports

Franchisee shall maintain an accurate record of Gross Revenue for any sums paid directly to Franchisee. You shall deliver to Franchisor via email a signed and verified statement of Gross Revenue (“Gross Revenue Report”) for the preceding month each month on the 10th day of the following month in a form that Franchisor approves or provides in the Confidential Operations Manual. The Gross Revenue Report for the preceding month must be provided to Franchisor by the close of business on the fifth of each month as provided in Section 3.2.

12.3. Financial Statements

Franchisee shall supply to Franchisor on or before the fifteenth day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with GAAP, and applied on a consistent basis. If required by the Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Confidential Operations Manual or otherwise in writing.

By April 30th of each year, Franchisee shall provide to Franchisor all tax returns which contain income and expenses of Franchisee’s Franchised Business.

12.4. Other Reports

Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Confidential Operations Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor’s lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

12.5. Software and Technology

During the term of this Agreement, Franchisor reserves the right to require Franchisee to purchase, install and use computer equipment consisting of hardware and software in accordance with Franchisor’s then-current specifications. This may include a business management and accounting software providing customer relationship management, QuickBooks, scheduling, inventory, and data management services. Franchisor may change the software or technology that Franchisee must use at any time. Franchisor may also develop proprietary software or technology that must be used by HomeField franchisees. If this occurs, Franchisee agrees to enter into a license agreement with Franchisor (or an affiliate of Franchisor) and pay

Franchisor (or Franchisor's affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which Franchisee may utilize this software or technology. Franchisor also reserves the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to Franchisee, in which case Franchisor may charge Franchisee for all amounts that we must pay to the licensor based on Franchisee's use of the software or technology plus a reasonable administrative fee. All fees referenced in this Section 12.5 are due on or before 5:00 PM CST on the day of each month that we specify from time to time. Franchisor shall have full access to all of Franchisee's computer, data and systems and all related information by means of direct access, either in person or by telephone, or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement. The computer system and/or POS for your Franchised Business will be dedicated for the operation of your HomeField business and used for no other purpose. All sales must be processed through the approved POS systems and reported as Gross Revenue and no other supplemental or secondary POS system may be used.

12.6. Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, financial data, business records, and tax returns of the Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid by 3% or more, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid, at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower). If the audit or any other inspection should reveal that Franchisee has not spent a monthly minimum of one percent (1%) on Local Advertising, or if the inspection discloses an underpayment of three percent (3%) or more of the amount due for any period covered by the audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.7. Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Revenue, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

13. STANDARDS OF OPERATION

13.1. Authorized Products, Services and Suppliers

13.1.1. Franchisee shall provide or offer for sale or use at the Franchised Business only those services, approved by Franchisor which currently include design/engineering services, consultations (which includes estimates), inspections, servicing, repair, maintenance, monitoring, installation, pumping, hauling and removal, regarding septic services (the "Services") for both commercial and residential consumers. The Services must be provided with the greatest diligence and care by Franchisee, using only products, supplies, equipment and other items that Franchisor approves from time to time (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. Additionally, Franchisee shall permit qualified engineers and inspectors to inspect all work Franchisee performs at any

time such engineers and inspectors may so request. Franchisee shall not offer, sell, or use in the operation of the Franchised Business any products or services that Franchisor has not approved.

13.1.2. If required by Franchisor, any such items or services shall be purchased only from “Approved Suppliers” that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate). These items or services may include, without limitation, service tools, equipment, vehicle wraps, business cards, stationery and pre-printed forms, and collateral merchandise such as T-shirts and branded clothing.

13.1.3. Franchisor shall provide Franchisee, in the Confidential Operations Manual or other written or electronic form, with a list of specifications and, if applicable, a list of Approved Suppliers for some or all of the supplies, furniture, fixtures, inventory, equipment and other approved or specified items and services, and Franchisor may from time to time revise such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to utilize any products, services or new technology that Franchisor has not approved (for products and services that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier. Franchisor will decide within a reasonable time (usually thirty (30) days) after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier’s ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section 13 shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

13.1.4. Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor.

13.1.5. Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to give its consent to one or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10 and shall not create any rights in Franchisee to provide the same products or services.

13.1.6. Franchisee acknowledges and agrees that Franchisor and/or its affiliate may derive compensation or other benefits based on Franchisee’s purchases or leases from designated or approved suppliers, and that Franchisor has the right to retain such compensation or benefits in consideration of the valuable services provided by Franchisor and/or its affiliate. Franchisee shall have no interest in or claim to such compensation or benefit.

13.2. Appearance and Condition of the Franchised Business

Franchisee shall maintain the service tools and equipment, vehicle and signage of the Franchised Business in “like new” condition, and shall repair or replace service tools and equipment, vehicle and signage as necessary to comply with the health and safety standards and specifications of Franchisor and any applicable laws or regulations. The vehicle used in the operation of Franchisee’s HomeField Business must maintain reliability throughout the Term of this Agreement and meet Franchisor’s minimum

standards. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2.

13.3. Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee or its Designated Manager. The Designated Manager shall devote best efforts to the management of the day-to-day operation of the Franchised Business, but not less than 35 hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

Franchisee shall maintain a competent, conscientious, and trained staff (who shall have been adequately trained by Franchisee) in numbers sufficient to service customers promptly and properly, including at least a manager or shift leader on duty at all times at which the Franchised Business is open (including daily Franchised Business opening and closing procedures), and shall take such steps as necessary to ensure that its employees preserve good customer relations and comply with any such dress code as Franchisor may prescribe. In addition, Franchisee and its employees shall handle all customer complaints, refunds, returns or other adjustments in accordance with Franchisor's policies as set forth in the Confidential Operations Manual or otherwise in writing. The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks.

Franchisee acknowledges and agrees that Franchisee is solely responsible for all decisions relating to employees, agents, and independent contractors that Franchisee may hire to assist in the operation of the Franchised Business. Franchisee agrees that any employee, agent, or independent contractor that Franchisee hires will be Franchisee's employee, agent, or independent contractor, and not Franchisor's employee, agent, or independent contractor. Franchisee also agrees that Franchisee is exclusively responsible for the terms and conditions of employment of Franchisee's employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of the Franchised Business in compliance with federal, state, and local employment laws.

13.4. Days of Operation

Franchisee shall keep the Franchised Business open for business at least eight (8) hours per day, five (5) days per week as specified in the Confidential Operations Manual, and must be open extended hours and additional days when working a storm or other events which may significantly increase business. Franchisee may be required to work after hours should such a project require additional time.

13.5. Certifications

You may be required to obtain certifications as we may specify or as your state may require, which you shall obtain within the time period we specify. It is the Franchisee's sole responsibility to comply with all state and local regulations and required certifications. All copies of such certifications shall be provided to the Franchisor within 5 days' receipt by the Franchisee.

13.6. Licenses and Permits

Franchisee shall secure and maintain in force all required operational and professional licenses, permits and certificates necessary for the operation of the Franchised Business, including all zoning and local permits necessary to operate the Franchised Business from the principal residence of Franchisee or its Designated Manager, and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.7. Notification of an Action, Suite or Proceeding

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Business not more than five (5) days after notice of such commencement or issuance. Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule, or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.8. Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business, including operating in strict compliance with all applicable rules and regulations. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors, Franchisor staff members, and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint or has operated outside of applicable rules and regulations, Franchisor has the right to intervene and satisfy the customer or resolve conflicts with vendors or others affected by Franchisee's conduct. Franchisor has the right to terminate this Agreement for violation of this Section 13.

13.9. Uniforms

Franchisee shall abide by all uniform and dress code requirements stated in the Confidential Operations Manual or otherwise. Uniforms must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms.

13.10. Credit Cards

Franchisee shall, at its expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard, American Express and such other credit card issuers as Franchisor may designate, from time to time, to enable the Franchised Business to accept such methods of payment from its customers.

Franchisee shall accept debit cards, credit cards, stored value cards, and other non-cash systems (including, for example, APPLE PAY and/or GOOGLE WALLET) that Franchisor specifies periodically to enable customers to purchase authorized products, and to acquire and install all necessary hardware and/or software used in connection with these non-cash systems. The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, Franchisee shall cause the Franchised Business to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Standards Council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information. Franchisee is solely responsible for its own education concerning these regulations and standards and for achieving and maintaining applicable compliance certifications. Franchisee shall defend, indemnify, and hold Franchisor harmless from and against all claims arising out of or related to Franchisee's violation of the provisions of this Section 13.10. We reserve the right to accept/receive your payments into a certified account and distribute those payments back to you.

13.11. E-Mail /Internet Connection

Franchisee shall, at all times and at Franchisee's sole cost and expense, maintain an e-mail address

and account for communicating with Franchisor, per Franchisor's specifications. To the extent Franchisor provides franchisee email addresses, then Franchisee shall use only the assigned email for all business purposes and shall respond to all emails within 1 business day. Franchisor may communicate certain operational requirements and information via e-mail address and therefore, it is Franchisee's sole responsibility and obligation to maintain a working e-mail address, notify franchisor of any changes in such e-mail address, and comply with franchisor's requirements and requests. Franchisee must maintain a high-speed Internet connection and it must be capable of running the software we require. We may also require that you purchase Starlink or other such option if you are in a rural area with difficulty connecting to the Internet.

13.12. Best Efforts and Minimum Performance Criteria

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all products and services provided as part of the System.

From the effective date of the Agreement, Franchisee must pay Franchisor the difference between the total Royalty Fee paid to Franchisor and the applicable Minimum Monthly Royalty Fee in the amount and in the time frame described (see Section 3.2 of this Agreement and Attachment 1). Failure to pay the Minimum Monthly Royalty Fee is a material breach of this Agreement, for which Franchisor may terminate this Agreement. In lieu of termination, Franchisor may provide to Franchisee additional training opportunities for which Franchisor will require Franchisee to perform and maintain a certain level of achievement as part of a corrective action plan.

13.13 Other Franchisee's Employees

Franchisee is not prohibited from soliciting or hiring other HomeField franchisee's employees. If a Franchisee employs another HomeField franchisee's employee who attended Franchisor's training within 12 months of the hire date with such Franchisee, Franchisee shall pay to the other franchisee the then-current training fee of Franchisor plus the other franchisee's actual costs for sending its employee to training, including but not limited to travel costs, lodging, wages, and food, not to exceed \$1,500 for expenses.

13.14 ADA Certification

At its sole expense, Franchisee shall furnish evidence satisfactory to Franchisor that the Franchised Business Office (if not the Franchisee's home office) is designed, constructed, and altered in compliance, at all times, with the requirements of the Americans With Disabilities Act of 1990, the regulations now or hereafter adopted pursuant thereto, and any and all applicable state or local laws, statutes, ordinances, rules and regulations concerning public accommodations for disabled persons now or hereafter in effect. Franchisee shall indemnify, defend, and hold harmless the Franchisor from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorney's fees and disbursements) arising from Franchisee's failure to comply with this obligation.

13.15 Legal Compliance

In addition to complying with its obligations under this Agreement, Franchisee shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. Such laws, rules, regulations, ordinances, and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances, and orders and to adhere to them at all times during the term of this Agreement. Failure to comply with applicable federal, state, and local laws, rules, regulations, ordinances, and orders is a material breach of this Agreement and Franchisor reserves the right to terminate this Agreement immediately for cause and without

an opportunity to cure.

13.16 Data Security and Privacy

13.16.1. Franchisee must comply with all applicable federal, state and local laws, rules, and regulations regarding data security, protection, and privacy, including, without limitation and if applicable, the California Consumer Privacy Act (“CCPA”), Cal. Civ. Code § 1798.100, et seq. Franchisee must comply with any privacy policies, data protection policies, and breach response policies that Franchisor periodically may establish. Franchisee must notify Franchisor immediately regarding any actual or suspected data breach at or in connection with the Franchised Business. Further, whenever and to the extent Franchisee operates as a “Service Provider” under the CCPA or in a similar capacity under any other applicable federal, state, or local privacy law, Franchisee represents, warrants, and covenants that:

a) Franchisee will not sell, make available or otherwise disclose any customer’s “Personal Information” (as defined in the CCPA) to any third party for valuable consideration;

b) Franchisee will retain, use, or disclose Personal Information only for the specific purpose of performing the services specified in this Agreement, and not any commercial or noncommercial purpose other than providing the services specified in this Agreement;

c) Franchisee will not retain, use, or disclose Personal Information outside of the direct business relationship between Franchisee and Franchisor;

d) Franchisee will delete any Personal Information upon Franchisor’s request unless Franchisee can prove that such request is subject to an exception under applicable law; and

e) Franchisee certifies that it understands and will fully comply with the restrictions of this section. Franchisee also acknowledges and agrees that Franchisor may modify the restrictions by written notice to Franchisee, including adding other similar privacy restrictions that may be required under other federal, state, or local privacy laws.

13.17 Customer List

Franchisee agrees that the list of the names, addresses and other information regarding current clients or former clients of the Franchised Business, and those who have inquired about the services provided by Franchisee (the “Customer List”) are included in the Confidential Information, and shall constitute a trade secret of Franchisor. Franchisee agrees that Franchisee may not disclose the Customer List, or any portion thereof, to any person other than the Franchisor, either during the term of this Agreement or thereafter as required by Section 17.3.

13.18. Compliance with Brand Standards

In order to protect the reputation and goodwill of the System, Marks and to maintain high standards of operation under the System (“Brand Standard”), Franchisee agree to comply strictly with all of our required Brand Standards. Franchisee acknowledge that the Brand Standards may relate to any aspect of the appearance, operation, and marketing of the Franchised Business. Any material failure to comply with the required Brand Standards or to pass our inspection will constitute a material breach of this Agreement. However, Franchisee acknowledges that Franchisor has the right to vary their standards and specifications to accommodate the individual circumstances of different franchisees. Franchisor’s specifications do not constitute a warranty or representation, express or implied, as to quality, safety, suitability, fitness for a particular purpose or any manner. Franchisor will not be liable to Franchisee or others on account of the designation of Brand Standards for the operation of the Franchised Business under the System.

13.19 Customer Complaints

Franchisee agrees to promptly address all complaints in accordance with the procedures contained in the Confidential Operations Manual or as otherwise provided by the Franchisor. If Franchisee is unable

or unwilling to resolve a customer complaint within forty-eight (48) hours, and it becomes necessary for the Franchisor to reimburse a customer in settlement of his or her complaint about work performed at or by your Business, you agree to promptly reimburse us for amounts expended on account of any such complaint. Your obligations and liabilities under this Section shall survive any termination or expiration of this Agreement.

13.20 National Accounts

We also reserve the right, to enter into agreements with specific regional or national customers in order to establish a National Account, in any area, including in your Territory. If we establish a National Account in your Territory you agree to service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if we determine in our sole discretion that you are not capable of servicing the National Account, or if the volume of services exceed demand at the time, or if you choose not to provide services to such National Account customers, we may authorize ourselves, or authorize other HomeField franchisees or other qualified third-parties to provide the services in your Territory. You will not be compensated for such services provided by us, other HomeField franchisees, or any third parties in your Territory

13.21 Call Center

You are required to utilize the services of a call center in order to handle all in-coming calls received, including all calls that roll-over to voicemail or calls that come in after your posted hours. You must comply with our procedures for using the Call Center as we specify in the Confidential Operations Manual or otherwise in writing, including all fees due in connection with the Call Center. We will have the absolute right to receive all customer calls and subsequently service, route and/or assign work order or inquires resulting from such calls as we deem appropriate in our sole discretion. All Franchised Business related phone numbers and internet lead sources are required to be posted to or directed to the Call Center. Currently there is a one-time set up fee for this service ranging from \$0-\$249 with recurring fees based on either a per minute basis, per call basis, or a flat fee (currently \$259.99 to \$599.99 per month). In addition, you may be charged an appointment booking fee ranging from \$10 to \$50 per appointment set. However, such fees may only increase up to the actual costs as charged by such vendor.

13.22 Control Panels with Remote Monitoring

You will have the option to install a control panel with remote monitoring to better monitor the health of the septic system. We anticipate charging from \$24 to \$60 per unit annually. This fee covers the software licensing and data hosting necessary to monitor system health. We may increase this fee upon 30 days' notice to you to reflect changes in technology or vendor costs.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1. General Advice and Guidance

Franchisor will be available to render advice, discuss problems and offer general guidance to Franchisees during normal business hours by telephone, e-mail, newsletters, and other methods chosen by the Franchisor in its sole discretion. Franchisor shall not charge for this service; however, Franchisor retains the right to refuse or charge a fee of \$750 per day for this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating HomeField Businesses and an analysis of costs and prices charged for competitive products and services. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Business; provided, however, that Franchisor shall have the sole right to determine the prices to be charged for products sold through the HomeField Internet site, as negotiated by the Franchisor pursuant to the National Accounts customers, including products sold to persons identified as customers of the Franchised

Business in the Franchisee's Territory. If Franchisor establishes a National Account in Franchisee's Territory, Franchisee agrees to service the National Account under the same terms, pricing, and provisions negotiated for the National Account.

14.2. Periodic Visits

Franchisor or Franchisor's representative may make periodic visits, which may be announced or unannounced, to the Franchised Business for the purposes of consultation, assistance, and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor may also accompany Franchisee and/or Franchisee's employees along any job site visits, in order to monitor all business practices and better render any advice or opinions. Franchisor and Franchisor's representatives who visit the Franchised Business or accompany Franchisee and/or Franchisee's employees along job site visits may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. Franchisor shall be given full access to the business operations for inspections and audit purposes. A copy of any such written report may be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor with time being of the essence.

15. INSURANCE

15.1. Types and Amounts of Coverage

Franchisee shall procure within sixty days of the Effective Date, and maintain in full force and effect during the term of this Agreement, insurance as required by state law and as we specify below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured – grantor of franchise and loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1. Umbrella or Excess Liability insurance policy that provides additional limits of insurance. A minimum limit of \$2,000,000 is recommended to supplement the General Liability, Automobile Liability, and Employers Liability policies.

15.1.2. General Liability insurance policy with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in aggregate. This policy should cover liabilities for bodily injury, property damage, personal injury, and advertising injury;

15.1.3 Automobile liability insurance policy is required with a minimum limit of \$1,000,000 per accident. This policy should cover all owned, non-owned, and hired vehicles used in franchise operations;

15.1.4 Workers' Compensation Insurance requirements, providing coverage for employment-related injuries and diseases as per applicable state laws and regulations;

15.1.5 Professional Liability insurance policy is required with a minimum limit of \$1,000,000 per claim. This policy should cover errors, omissions, or negligence in the provision of professional services to clients;

15.1.6. Pollution Liability insurance with a minimum limit of \$1,000,000 per occurrence and in aggregate. This coverage must specifically include coverage for on-site and in-transit incidents, encompassing the handling, disposal, and management of hazardous materials and waste associated with septic services;

15.1.7 Completed Operations Coverage covering claims related to pollution conditions resulting from completed operations;

15.1.8 Legal Defense coverage including costs outside the limits of liability. This ensures that the costs associated with defending a pollution claim do not erode the limits of coverage available for

settlements or judgments; and

15.1.9 Such insurance as necessary to provide coverage under the indemnity provisions in the franchise agreement.

Optional Coverages

15.1.10 Pollution Liability insurance include coverage for mold and microbial matter, with a sub-limit of at least \$1,000,000 given the potential for mold and microbial matter exposure during septic system failures or servicing.

15.1.11 Sudden and accidental pollution incidents.

15.1.12 Non-sudden pollution incidents occurring during the policy period.

15.1.13 Transportation pollution liability for waste hauled away from the service site.

15.1.14 Business interruption resulting from a pollution incident.

15.1.15 Coverage associated with the clean-up of pollution conditions on both owned and non-owned sites as required by environmental law.

15.1.16 Cybersecurity threats.

Franchisor's insurance requirements, including types of coverages and amount may change over time.

Franchisee acknowledges that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect Franchisee from losses in connection with the Business. Nothing in this Agreement prevents or restricts Franchisee from acquiring and maintaining insurance with higher policy limits or lower deductibles than Franchisor requires.

15.2. Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3. Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an "A-" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide. You must identify FH Franchising LLC as an additional insured grantor of franchise and loss payee on insurance policies that you purchase and furnish us proof of the endorsement along with insurance certificates and/or other proof of coverage to us that we require.

15.4. Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Upon issuance of a policy and renewal of said policy, Franchisee shall provide to Franchisor, certificates of insurance showing compliance with the foregoing requirements within fifteen days of Franchisee's receipt of such certificates. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5. Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to

charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

16. DEFAULT AND TERMINATION

16.1. Automatic Termination

The Franchise Agreement will terminate automatically, without notice, if Franchisee becomes insolvent (meaning unable to pay bills in the ordinary course of business as they become due); if a receiver of Franchisee's property or any part thereof is appointed by a court; if Franchisee makes a general assignment for the benefit of its creditors; if a final judgment against Franchisee remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if a writ of execution is levied against Franchisee's business or property; or if a suit to foreclose any lien or mortgage against Franchisee's Franchised Business Office or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed.

16.2. Termination by Franchisor

16.2.1. The following constitute incurable defaults under the Franchise Agreement. If any of the following occur, Franchisor shall have the right to terminate this Agreement, without providing Franchisee an opportunity to cure. Termination shall be effective upon delivery of a notice of termination.

16.2.1.1. Franchisee fails to timely establish, equip and commence operations of the Franchised Business pursuant to Section 5;

16.2.1.2. Franchisee fails to have its Designated Manager satisfactorily complete any training program pursuant to Section 8;

16.2.1.3. Franchisee fails to maintain all required professional licenses, permits and certifications for a period exceeding five (5) business days;

16.2.1.4. Franchisee made any material misrepresentations or omissions in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.1.5. Franchisee is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business, or noncompliance with any federal, state, or local law pursuant to its obligations under Section 13.15;

16.2.1.6. Franchisee, after notice to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.7. Franchisee discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Confidential Operations Manual, Trade Secrets or any other Confidential Information;

16.2.1.8. If required by Franchisor, Franchisee fails to have any holder of a legal interest or in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee, execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Attachment 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

16.2.1.9. Franchisee abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor);

16.2.1.10. Franchisee surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the

Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.1.11. Franchisee fails to maintain the Franchised Business under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

16.2.1.12. Franchisee submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.1.13. Franchisee misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.1.14. Franchisee fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Marketing Fee, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.1.15. Franchisee violates on two (2) or more occasions any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.1.16. Franchisee fails to comply with any provision of this Agreement three or more times in a twelve-month period, whether or not cured; or

16.2.1.17. Franchisee defaults this Agreement or any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

16.2.2. The following constitute curable defaults under the Franchise Agreement. If any of the following occur, Franchisor shall have the right to terminate this Agreement, if you fail to cure during the requisite cure period after receiving notice. Termination shall be effective upon delivery of notice of termination.

16.2.2.1. Franchisee engages in any activity exclusively reserved to Franchisor, and fails to cure such offending activity within five (5) days after delivery of written notice;

16.2.2.2. Franchisee fails to comply with any applicable law or regulation, and fails to cure such failure within ten (10) days after delivery of written notice;

16.2.2.3. Franchisee fails to pay any amounts due under this Agreement, and fails to cure such default within five (5) days after delivery of written notice default;

16.2.2.4. Franchisee fails to procure or maintain insurance as specified in Section 15 of this Agreement, and fails to cure such default within ten (10) days after delivery of written notice of default;

16.2.2.5. Franchisee materially breaches any other provision of this Agreement, and fails to cure such default within thirty (30) days after delivery of written notice of default.

16.2.2.6 Within any rolling 12-month period, failure to comply with this Agreement on 3 or more separate occasions for which notices of default were given (or failure on 2 or more separate noticed occasions to comply with the same obligation), whether or not those failures to comply are corrected.

16.2.3. If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.3. Termination by Franchisee

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

16.4. Alternate Remedies

16.4.1. If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to Section 16.2.2, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any products or services for which Franchisor is an Approved Supplier to Franchisee, until such time as Franchisee corrects the breach.

16.4.2. If, prior to the Expiration Date, Franchisee terminates this Agreement without good cause, or if Franchisor terminates this Agreement on account of Franchisee's material default hereof, the parties acknowledge and agree that Franchisor will suffer damages for the loss of the benefit bargained for in this Agreement and irreparable damage to the integrity of the franchise system. As compensation for these damages Franchisor shall be entitled to collect from Franchisee, in addition to all other amounts due Franchisor (including, without limitation, the Final Payment described in Section 17.2.), liquidated damages calculated as the greater of (a) the sum of the royalty fees and map fees for the prior 24 months; or (b) the minimum royalty and map fees for the last twenty-four months. Franchisor has an expectation that Franchisee's franchised business will be open and operating for the full Term of the Agreement. An early closure reduces Franchisor's revenue and damages our image in the public. Calculating the value and expense of this injury is difficult to determine and may be hard to calculate with specificity, but the parties acknowledge the injury. Therefore, the parties have elected to agree in advance to calculation of liquidated damages to compensate Franchisor for its damages and to provide certainty to Franchisee of the amounts due.

16.5 Step-In Rights

To prevent any interruption of the business, Franchisee hereby authorize us, and we shall have the right, but not the obligation, to operate the business on your behalf for as long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement, in the event that: (a) Franchisee's Designated Manager is absent or incapacitated by reason of illness, death or disability and, therefore, in Franchisor's sole determination, Franchisee is not able to operate the business in full compliance with this Agreement, or (b) any allegation or claim is made against your or any of your Owners, or the operation of the business, involving or relating to fraudulent, deceptive or illegal practices or activities. If Franchisor undertakes to operate the business pursuant to this Section 16.5., Franchisor shall have the right to collect and pay from the revenues of the business all operating expenses including, without limitation, Royalty Fees, Brand Development Fees, and employee salaries, and further shall be entitled to collect, as compensation for its efforts, a reasonable management fee not to exceed 10% of Gross Revenues. Franchisee shall indemnify and hold harmless Franchisor from any and all claims arising from the alleged acts and omissions of Franchisor and its representatives.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1. Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1. Immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2. Cease to use the Trade Secrets or other Confidential Information, the System and the Marks including, without limitation, all slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks, and Franchisee will immediately return the Customer List to the Franchisor;

17.1.3. Take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the names "HomeField" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.4. Pay all sums owing to Franchisor and any Affiliate, including amounts due under Section 17.2., below. In the event of termination for any default of Franchisee, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees, with respect to litigation, arbitration, appellate or bankruptcy proceedings, unpaid Royalty Fees, and any other amounts due to Franchisor or any Affiliate;

17.1.5. Pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.6. Immediately return to Franchisor the Confidential Operations Manual, Trade Secrets and all other Confidential Information including records, files, instructions, brochures, agreements, referral contact list, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

17.1.7. Assign all of Franchisee's email addresses, any websites, and telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers associated with the Marks and shall authorize transfer of same to or at the direction of Franchisor; and

17.1.8. Comply with all other applicable provisions of this Agreement.

17.2. Security

17.2.1. To secure payment of Franchisee's obligations hereunder and all amounts due under this Agreement, Franchisee hereby grants to Franchisor a security interest in, and collaterally assigns to Franchisor all of its rights and interests to, Franchisee's Accounts Receivable and the proceeds thereof. Franchisor shall have the right to retain from collected amounts all amounts due and may reimburse itself all collection costs including, without limitation, collection agency fees, attorneys' fees, and court costs. Collection costs will be determined in the aggregate, without allocation to specific collected amounts.

17.3. Post-Termination Covenant Not to Compete

17.3.1. Franchisee acknowledges that the restrictive covenants contained in this Section 17 and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

- 17.3.1.1. To protect the Trade Secrets, Goodwill, and Confidential Information of Franchisor;
- 17.3.1.2. To induce Franchisor to grant a Franchise to Franchisee;
- 17.3.1.3 To protect Franchisor's contractual relationships with other franchisees;
- and
- 17.3.1.4. To protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

17.3.2. Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager, or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity:

17.3.2.1. **(a)** own an interest in, manage, or operate any Competitive Business in the former Territory, within twenty-five (25) miles from the perimeter of the former Territory, or within twenty-five (25) miles from the perimeter of any other HomeField business; or **(b)** perform Competitive Services in the former Territory, within twenty-five (25) miles from the perimeter of the former Territory, or within twenty-five (25) miles from the perimeter of any other HomeField business or territory;

17.3.2.2. Solicit or otherwise attempt to induce or influence any customer or other business associate of Franchisor and or HomeField franchisees to terminate or modify his, her or its business relationship with HomeField or to compete against Franchisor; or

17.3.3 In furtherance of this Section 17, Franchisor has the right to require certain individuals to execute the standard form nondisclosure or non-competition agreements in a form that is the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Attachment 2.

17.3.4 The two-year period shall be tolled during any event of non-compliance.

17.4. Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section 17 is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17.1, or 17.3. Franchisee shall make such modifications or alterations to the Franchised Business Office (including changing all telephone numbers associated with the Franchise Business) immediately upon

termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Franchised Business Office. Franchisee shall make such specific additional changes to the Franchised Business Office as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section 17, Franchisor has the right to enter upon the Franchised Business Office for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.5. Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

17.6 Enforcement of Covenants

Franchisee acknowledges and agrees that (i) this section is reasonable because it promotes and protects the subject matter of this Agreement and/or the underlying relationship and/or deters any potential conflict of interest; (ii) the time, territory, and scope of the covenants provide in this Section are reasonable and necessary for the protection of our legitimate business interests; (iii) Franchisee has received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship because you have sufficient professional skills; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which Franchisee is in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section is judicially determined to be unenforceable by virtue of its scope or in terms of area, restricted activity or length of time, but may be made enforceable by reductions of any or all thereof, the same will be so modified and enforced to the fullest extent permissible. Franchisee agrees that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section. Franchisee acknowledges that any breach or threatened breach of this Section will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of a temporary or permanent injunction prohibiting any conduct violating the terms of this Section. Such injunctive relief will be in addition to any other remedies or claims for damages that we may have.

17.7 Disputed Enforceability

The parties have attempted in the above Section to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the above provision is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify this Section to the extent it deems necessary to make supervision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision with Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. **FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE FRANCHISEE OF THE ABILITY TO EARN A LIVING.**

17.8 Franchisee's Acknowledgment

Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information, and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets, and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section. Franchisee acknowledges

that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Section will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

18. TRANSFERABILITY OF INTEREST

18.1. Transfer by Franchisor

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor, without Franchisee's approval or prior notice to Franchisee, and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor hereunder and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement arising after the date of transfer.

18.2. Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense, or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the assets of the Franchised Business or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. Franchisor will not unreasonably withhold such consent to transfer. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.2.1. Franchisee has complied with the requirements as set forth in Section 19;

18.2.2. All monetary obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

18.2.3. Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.4. The prospective transferee has satisfied to Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

18.2.5. The transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current form of franchise agreement then being offered to new franchisees, which may be substantially different from this Agreement, and may include a different Royalty Fee, Marketing Fee, and other material provisions; the initial term of the franchise agreement shall be the initial term provided for in the then-current franchise agreement, and all renewal terms shall be governed by the then-

current franchise agreement, and the territory shall be the same as the Territory granted pursuant to this Agreement;

18.2.6. The transferee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee; however, that if a general release is prohibited, transferee shall give the maximum release allowed by law;

18.2.7. Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.8. Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount stated in the Summary Page;

18.2.9. The transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.10. Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17;

18.2.11. The transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Business; and

18.2.12. In the event of a transfer among a single Franchisee entity or group of purchasers comprising a single Franchisee, Franchisor reserves the right for the continuing Franchisee or owners to sign a new Franchise Agreement.

18.3. Transfer to a Controlled Entity

18.3.1. If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1.1. The Controlled Entity is newly organized and its charter or articles of formation provides that its activities are confined exclusively to the operation of the Franchised Business;

18.3.1.2. Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3. All obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2.8;

18.3.1.4. The Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.1.5. All holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.1.6. Each share certificate (or other certificate reflecting an ownership interest) shall have conspicuously endorsed on it a statement, in a form satisfactory to Franchisor, that the certificate is held subject to the transfer restrictions contained in the Franchise Agreement; and

18.3.1.7. Copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

18.3.2. The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

18.3.3. Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.4. Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended transferee identified by Franchisee.

18.5. For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

18.6. Transfer by Death or Incapacity

Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice of law provision being applicable only for this Section 18.6. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications.

19. RIGHT OF FIRST REFUSAL

19.1. Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity pursuant to Section 18.6) the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or transfer to a family member. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

19.2. Franchisor's Right to Purchase

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

19.3. Non-Exercise of Right of First Refusal

If Franchisor does not exercise its right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section 19.

19.4. Sales or Transfers to Family Excepted

If Franchisee, or any of its owners, proposes to sell or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee's (or its owners') family, then the terms and conditions of this Section 19 shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section 18.2 prior to a sale or transfer to family pursuant to this Section 19.

20. BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Attachment 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee.

21. RELATIONSHIP AND INDEMNIFICATION

21.1. Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof,

Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise agreement from the Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third-party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

21.2. Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3. Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's **(a)** ownership or operation of the Franchised Business; **(b)** violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; **(c)** breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); **(d)** defamation of Franchisor or the System; or **(e)** infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information. Franchisee's indemnification obligations shall not apply to the extent that the damages are caused by Franchisor's negligence or breach of this Agreement. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement.

21.4. Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section 21 causes any of Franchisee's insurers to refuse to pay a third-party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee. Franchisee agrees to not be a party to class action suit against HomeField under any circumstances.

22. GENERAL CONDITIONS AND PROVISIONS

22.1. No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.2. Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7, and 17 would result in irreparable injury to the Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) from any court of competent jurisdiction or the American Arbitration Association against any such breach, whether actual or contemplated, without the necessity of posting security or bond and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same. Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to mediate and arbitrate all disputes in accordance with Sections 23.7. and 23.8. Franchisor's rights herein shall include pursuing injunctive relief in any court of competent jurisdiction.

22.3. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: **(a)** at the time delivered by hand to the recipient party (or to an officer, director, or partner of the recipient party); **(b)** on the next business day after transmission by e-mail or other reasonably reliable electronic communication system; **(c)** two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or **(d)** five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments, and reports required by this Agreement shall be sent to Franchisor at the following address:

FH Franchising LLC
Attn: Micah Findley, COO
217 W Warren St
Hewitt, TX 76643

22.4. Cost of Enforcement or Defense

If either party is required to enforce this Agreement in a judicial proceeding, the substantially prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, travel costs, expert witness fees, filing fees, and other litigation costs.

22.5. Unlimited Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached as Attachment 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

22.6. Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor shall not unreasonably withhold its approval or consent. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.7. Entire Agreement

This Agreement and its attachments represent the entire fully integrated agreement between the parties and supersede all other negotiations, agreements, representations, and covenants, oral or written. Nothing in this or any related Agreement is intended to disclaim the representations made in the Franchise Disclosure Document, its exhibits or amendments. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by the parties and executed by their authorized officers or agents.

22.8. Severability

22.8.1. Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

22.8.2. Notwithstanding the above, each of the covenants contained in Sections 6, 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.9. Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10. Force Majeure

Except for the obligation to make payments herein, neither party shall be liable for delays in delivery or performance of its obligations, or for failure to deliver or perform its obligations under this Agreement due to a cause or circumstances beyond its reasonable control, including, without limitation, an act of nature, act of civil, government, or military authority, act of terrorism, governmental priority, strike or other labor disturbance, flood, fire, explosion, epidemic, other hostilities, or failure of the Internet (not resulting from the actions or inactions of such party). The party claiming excuse because of force majeure shall use its commercially reasonable efforts to promptly correct such failure or delay in performance and shall promptly notify the other party to this Agreement of any delay or failure to perform which may be excused by this provision, which notification will also specify the expected date of resumption of performance. In the event of any such delay, this Agreement shall be extended for a period equal to the time lost by reason of the delay, but not to exceed 12 months. If, however, either party is unable to perform its obligations under this Agreement for reasons excused by this provision for a period in excess of 12

consecutive months (or otherwise agreed to in writing by both parties), the parties may terminate this Agreement without penalty after 30 days written notice to the other party.

22.11. Timing

Time is of the essence with respect to all provisions in this Agreement. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12. Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13. Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14. Third-Party Beneficiaries

Notwithstanding anything to the contrary, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

22.16. No Affiliate Liability

Franchisee acknowledge and agree that none of Franchisor's past, present, or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, parents, affiliates, controlling parties, entities under common control, ownership, or management, vendors, service providers, agents, attorneys, or representatives will have any liability for (i) any of Franchisor's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Franchisor based on, in respect of, or by reason of the relationship between Franchisee and Franchisor, or (iii) any claim against Franchisor based on any of Franchisor's alleged unlawful acts or omissions.

22.17. No Liability for Others' Products or Acts

Franchisor disclaims all express and implied warranties and all other liability concerning any defects, malfunctions, or other deficiencies in equipment or other products manufactured by anyone other than us or our affiliates, or such parties' acts or omissions. Franchisee agree not to make any claims against Franchisor or their affiliates with respect to products that Franchisor and their affiliates did not manufacture, even if Franchisor or their affiliates sold Franchisee the product or designated or approved its source. Franchisee is required to assert any claims only against the manufacturer of the product, even if Franchisee obtained it through Franchisor or their affiliate.

22.18. No Liability for Acts of the Other Party

Franchisor and Franchisee may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our relationship with Franchisee is other than franchisor and franchisee. Franchisor will not be obligated for any damages to any person or property directly or indirectly arising from Franchisee's operation of the business Franchisee conduct under this Agreement.

22.19. Business Judgement

Because complete and detailed uniformity under many varying conditions might not be possible or practical, Franchisee acknowledge that Franchisor specifically reserve the full right and privilege, as Franchisor deem best according to their business judgment, to vary Brand Standards or other aspects of the Franchise System for any franchisee. Franchisee has no right to require Franchisor to grant Franchisee a similar variation or accommodation. Franchisor has the right to develop, operate, and change the Franchise System in any manner this Agreement does not specifically prohibit. Whenever this Agreement reserves Franchisor's right to take or withhold an action, or to grant or decline to grant Franchisee the right to take or omit an action, Franchisor may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to Franchisor and their judgment of what is best for Franchisor, franchisees generally, or the Franchise System when Franchisor make their decision, whether or not Franchisor could have made other reasonable or even arguably preferable alternative decisions and whether or not Franchisor decision promotes our financial or other individual interest. Franchisor acknowledge and agree that this exercise of our business judgement is not reviewable by a judge or arbitrator.

23. DISPUTE RESOLUTION

23.1. Choice of Law

Except to the extent this Agreement or any particular dispute is governed by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of laws principles).

23.2. Consent to Jurisdiction

Any action brought by either party against the other, except those claims subject to being resolved by mediation, shall only be brought and maintained exclusively in the Federal or state courts situated in the judicial district of Collin County, Texas. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Notwithstanding the foregoing, claims for injunctive relief may be brought by Franchisor where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

23.3. Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4. Limitations of Claims

To the extent permitted by law, with respect to any claim which arises out of or relates to this agreement or the dealings of the parties ("Claim"), such Claim must be brought within two (2) years and one day after the cause of action accrues.

In addition, to the extent permitted by law, Franchisee agrees to bring no Claim until meeting

personally with Franchisor's Chief Executive Officer in Collin County, Texas to conduct settlement negotiations in person. Both parties agree to reasonably cooperate to schedule any requested settlement conference within thirty (30) days of request.

23.5. Limitation of Damages

Franchisee waives, to the extent permitted by law, any claim for consequential, punitive or exemplary damages against the Franchisor in any Claim. Further, in any Claim, Franchisee agrees, to the extent permitted by law, that its maximum damages recoverable by Franchisee for any claims whether arising under contract or tort law shall be limited to a refund of Franchisee's Franchise Fee and Royalty Fees paid to Franchisor within the past 18-month period.

23.6. Waiver of Jury Trial and Punitive Damages

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER. EACH PARTY ALSO WAIVES THE RIGHT TO SEEK OR RECOVER PUNITIVE DAMAGES IN ANY SUCH ACTION.

23.7. Mediation

23.7.1 The parties acknowledge that during the term and any extensions or renewals of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, HomeField, you, and each Owner agree to submit to mediation any claim, controversy, or dispute between HomeField or its Affiliates (and its Affiliate's respective owners, officers, directors, agents, representatives, and/or employees) and you or your Affiliates (and your Owners, agents, representatives, and/or employees) arising out of or related to **(a)** this Agreement or any other agreement between HomeField and you, **(b)** HomeField's relationship with you, or **(c)** the validity of this Agreement or any other agreement between HomeField and you, before bringing such claim, controversy, or dispute in a court or before any other tribunal. Excepted from the requirement to mediate under this Section 23.7 are claims related to Franchisee's nonpayment of any fees under this Agreement to Franchisor, and prior termination of this Agreement by either party for whatever reason. Any information disclosed by either party in mediation may only be used for those purposes and may not be used in any following litigation or arbitration. Mediation must be conducted in person, and no telephonic or electronic appearance by any of the parties or their counsel is permitted except for the purposes.

23.7.2 The mediation shall be conducted by a mediator agreed upon by HomeField and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization ("**AAA**") in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which HomeField maintains its principal business address at the time of mediation, currently Waco, Texas. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally.

23.7.3 Any information disclosed by either party in mediation may only be used for those purposes and may not be used in any following litigation or arbitration. Mediation must be conducted in person, and no telephonic or electronic appearance by any of the parties or their counsel is permitted except for the purposes of scheduling mediation or discussing non-material mediation-related matters.

23.7.4 If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 23.2. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

23.7.5 Notwithstanding the foregoing provisions of this Section 23.7, the parties' agreement to mediate shall not apply to controversies, disputes, or claims related to or based on amounts owed to HomeField or its Affiliates pursuant to this Agreement, the Marks, Copyrighted Works, or HomeField's Confidential Information. Moreover, regardless of this mediation agreement, HomeField and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

23.7.6 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation.

23.8. Arbitration

23.8.1 If mediation is unsuccessful, and except as expressly set forth herein, all disputes, claims and controversies arising out of or relating to this Agreement or any other agreement between the parties hereto or a breach thereof shall be settled totally and finally by arbitration in city in which Franchisor maintains its principal place of business at the time the arbitration is initiated or such other location as the parties prescribe in accordance with this Agreement and the Commercial Arbitration Rules of the AAA (the "Rules"). Excepted from this requirement to arbitrate under this Section 23.8 are claims related to Franchisee's nonpayment of any fees under this Agreement to Franchisor. Any information disclosed by either party in mediation or pre-arbitration settlement discussions may only be used for those purposes and may not be presented as evidence in arbitration. Parties and their counsel must be present in-person for the final hearing, and any telephonic or electronic appearances are reserved for pre-hearing matters only. The Franchisee acknowledges and expressly agrees that the Franchisor requires strict compliance with all terms and provisions of this Section 23.8.

23.8.2 Such arbitration shall be conducted in Collin County, Texas, before a single arbitrator selected by the mutual agreement of the parties. The proceedings shall be strictly confidential. If the parties cannot agree upon a single arbitrator within 30 days after written demand for arbitration, then the arbitration will be administered by the AAA and the arbitrator will be selected pursuant to the AAA Rules. All arbitrators shall be knowledgeable and have experience in the franchise industry and be selected from the panel which the AAA provides. Each party to the arbitration shall be responsible for their own costs and expenses of arbitration, including legal and filing fees. In the arbitration, any and all pretrial discovery methods, including, but not limited to, the taking of depositions of witnesses, written interrogatories, request for production, inspection and copying and documents shall be available to the parties subject to the reasonable limitations set forth by the arbitrator. Under no circumstance will attorneys be designated as experts in franchising for purposes of testifying in the arbitration. The presentations of the parties and the arbitration proceedings shall be commenced and completed within 90 days after selection of the arbitrator and the arbitrator shall render its decision in writing within 30 days after completion of such presentations. The decision of the arbitrator shall issue a standard award which shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

23.8.2.1 For avoidance of doubt, this provision specifically requires both parties to arbitrate our disputes through the American Arbitration Association ("AAA"). The arbitration process allows the disputes to be heard and decided by one arbitrator, selected using the AAA's standard selection process, apply the law to the facts and evidence presented and where we will not use the local court system or its judges. By signing this franchise agreement, you are consenting to resolve disputes through arbitration administered by the AAA, using the current AAA commercial rules.

23.8.3 Furthermore, notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use, or registration of any Mark, copyright or proprietary or Confidential Information of Franchisor, without Franchisor's prior written consent. Franchisor may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to obtaining

monetary damages, Franchisor may obtain injunctive relief against misuse of its Marks, copyrights, or Confidential Information.

23.8.4 Notwithstanding the foregoing, nothing contained herein shall be construed to limit or prevent Franchisor from terminating this Agreement or applying to and obtaining from any court, having jurisdiction a writ of attachment, a temporary injunction, a preliminary injunction or any other injunctive or emergency relief available to safeguard and protect Franchisor's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

23.8.5 Nothing contained herein shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend or modify, add to or subtract from any provisions of this Agreement.

23.8.6 Arbitration will be conducted on an individual, and not a class-wide basis, and the arbitration may not be joined or consolidated with any other proceeding.

23.8.7 Any information disclosed by either party in mediation or pre-arbitration settlement discussions may only be used for those purposes and may be presented as evidence in arbitration. Parties and their counsel must be present in-person for the final hearing, and any telephonic or electronic appearances are reserved for pre-hearing matters and remote non-party witnesses only. The Franchisee acknowledges and expressly agrees that the Franchisor requires strict compliance with all terms and provisions of this Section 23.8.

23.8.8 Notwithstanding the foregoing provisions of this Section 23.8, the parties' agreement to Arbitrate shall not apply to controversies, disputes, or claims related to or based on amounts owed to HomeField or its Affiliates pursuant to this Agreement, the Marks, Copyrighted Works, or HomeField Confidential Information. Moreover, regardless of this arbitration agreement, HomeField and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

23.8.9 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for depositions or evidentiary hearings.

23.9. CLASS ACTION WAIVER

EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES THE RIGHT TO LITIGATE OR ARBITRATE ON A CLASS ACTION BASIS, IN ANY CLAIM, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PARTY.

24. ACKNOWLEDGMENTS

24.1. Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement; and that Franchisor has afforded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen calendar-days prior to the date on which this Agreement was executed, the franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

24.2. Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.3. True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.4. Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in an HomeField Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5. No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any representation, promise, or guarantee, express or implied, made by Franchisor or any authorized representative of Franchisor, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that no representations have been made by Franchisor’s officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the franchise disclosure document delivered to Franchisee in connection with the grant of the franchise memorialized by this Agreement.

24.6. No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

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

FRANCHISOR:
FH FRANCHISING LLC

FRANCHISEE:

By: _____
Micah Findley, Chief Executive Officer

By: _____
_____ Its:

ATTACHMENT 1 TO THE FRANCHISE AGREEMENT

KEY TERMS

1. Section 2.2.1 Franchisee's authorized non-exclusive territory is described as follows:
_____ (“Territory”).
2. Section 2.2.2. The street address (or detailed description of the premises) of the location for the Franchised Business Office is: _____.
3. Section 2.2.4. The service tools and equipment for the Franchised Business shall be stored:
☐ on-site (same site as Franchised Business Office)
☐ off-site (commercial location)
4. Section 3.1. The Franchise Fee is \$_____.

Section 3.2. Royalty Fee and Minimum Monthly Royalty Fee

☐ **STARTUP <250K**

A startup is defined as a new business that has zero sales (\$0 revenue) or a currently operating business that has completed less than \$250,000 in cash collected sales in the previous 12 months for any of the services that are listed in this agreement.

START UP <250k					
Months		Install & Service			
<u>Start Month</u>	<u>End Month</u>	<u>Royalty Rate</u>	<u>MAP Fee</u>	<u>Monthly Royalty Minimum</u>	<u>Monthly MAP Fee Minimum</u>
1	6	7%	2.00%	\$0	\$0.00
7	12	7%	2.00%	\$500	\$100.00
13	24	7%	2.00%	\$1,500	\$200.00
25	36	7%	2.00%	\$2,000	\$300.00
37	120	7%	2.00%	\$2,500	\$500.00

Royalty Fee Adjustment		
<u>Threshold 1</u>	<u>Threshold 2</u>	<u>Install & Service</u>
0	\$2,000,000	Current Rate
\$2,000,001	\$3,000,000	6.00%
\$3,000,001	+	5.00%

☐ **SMALL ROLL-IN 250K – 750K**

A small roll-in is defined as a business that has between \$250,000 to \$750,000 in cash collected sales in the previous 12 months for any of the services listed in this agreement

[Continued on Next Page]

SMALL ROLL-IN 250k - 750					
Months		Install & Service		Royalty Minimum	
<u>Start Month</u>	<u>End Month</u>	<u>Royalty Rate</u>	<u>MAP Fee</u>	<u>Monthly Royalty Minimum</u>	<u>Monthly MAP Fee Minimum</u>
1	6	4%	1.00%	\$500	\$100.00
7	12	4%	1.00%	\$1,000	\$200.00
13	24	5%	1.00%	\$1,500	\$300.00
25	36	6%	2.00%	\$2,000	\$400.00
37	120	7%	2.00%	\$2,500	\$500.00

Royalty Fee Adjustment		
<u>Threshold 1</u>	<u>Threshold 2</u>	<u>Install & Service</u>
0	\$2,000,000	Current Rate
\$2,000,001	\$3,000,000	6.00%
\$3,000,001	+	5.00%

☐ **LARGE ROLL-IN 750K +**

A large roll-in is defined as a business that has completed \$750,000 in cash collected sales for the trailing 12 months. The revenue collected must be for any of the services list in this agreement.

LARGE ROLL-IN 750k+					
Months		Install & Service		Royalty Minimum	
<u>Start Month</u>	<u>End Month</u>	<u>Royalty Rate</u>	<u>MAP Fee</u>	<u>Monthly Royalty Minimum</u>	<u>Monthly MAP Fee Minimum</u>
1	6	3%	1.00%	\$750	\$100.00
7	12	4%	1.00%	\$1,500	\$200.00
13	24	5%	1.50%	\$2,000	\$300.00
25	36	6%	1.50%	\$2,500	\$400.00
37	120	6%	1.50%	\$2,500	\$500.00

Royalty Fee Adjustment		
<u>Threshold 1</u>	<u>Threshold 2</u>	<u>Install & Service</u>
0	\$2,000,000	Current Rate
\$2,000,001	\$3,000,000	5.50%
\$3,000,001	+	5.00%

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Key Terms Attachment 1 with an effective date of _____.

FRANCHISOR:
FH FRANCHISING LLC

FRANCHISEE:

By: _____
Micah Findley, Chief Executive Officer

By: _____
_____ Its:

ATTACHMENT 2 TO THE FRANCHISE AGREEMENT
NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This “Agreement” made as of the ____ day of _____, 20 __, is by and between _____, (“Franchisee”) (d/b/a HomeField Franchise) and _____ (“Individual”).

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____, 20__ (“Franchise Agreement”) by and between Franchisee and the FH Franchising LLC (“Company”); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) construction and repair services and other services the same as or similar to those provided by Franchisee or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company’s other franchisees (hereinafter, “Competitive Business”); provided, however, that the term “Competitive Business” shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a “Trade Secret” is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) used in or related to the HomeField Businesses that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement “Confidential Information” means technical and non-technical information used in or related to the HomeField Businesses that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Confidential Operations Manual and training guides and materials. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is

rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as “Trade Secrets” or “Confidential Information” shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee’s providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) Individual’s obligations under Section 2(a) of this Agreement shall continue in effect after termination of Individual’s relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual’s obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in an HomeField Business.

3. Non-Competition

a) During the term of Individual’s relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual’s relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, divert or attempt to divert any business or customer of Franchisee to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company’s service mark “HOMEFIELD” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with used by HomeField Businesses or the Company’s uniform standards, methods, procedures and specifications for the establishment and operation of the HomeField Businesses.

b) During the term of Individual’s relationship with Franchisee, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within the United States without the express written consent of Franchisor.

c) Except as otherwise approved in writing by Franchisor, Individual shall not, for a period of two (2) years after the termination of the Individual’s relationship with Franchisor, either directly or indirectly, own an interest in, manage, or operate any Competitive Business in the Franchisee’s Territory (as defined in the Franchisee’s Franchise Agreement), or within twenty-five (25) miles from the perimeter of the Franchisee’s Territory that Individual was previously affiliated with.

d) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any customer or other business associate of Franchisee, Company or any other HomeField Business to compete against, or terminate or modify their business relationship with, Franchisee, Company or any other HomeField Business.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Collin County, Texas. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorney's fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees,

taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

f) The failure of either party to insist upon performance in any one or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The Section headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one original being delivered to each party as of the day and year first above written.

FRANCHISEE:

INDIVIDUAL

By: _____

Signature: _____

Its: _____

Name Printed: _____

ATTACHMENT 3 TO THE FRANCHISE AGREEMENT
UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20____, by _____ (whether one or more “Guarantor”).

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated _____ (“Agreement”) by FH Franchising LLC (“Franchisor”), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ (“Franchisee”) shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee’s breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7 and 17 of the Agreement. Each of the undersigned waives: **(a)** acceptance and notice of acceptance by Franchisor of the foregoing undertakings; **(b)** notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; **(c)** protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; **(d)** any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and **(e)** any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: **(a)** its direct and immediate liability under this Guaranty shall be joint and several; **(b)** it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; **(c)** such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and **(d)** such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

Successors and Assigns; Death of Guarantor. This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor’s death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor’s estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising after Guarantor’s death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Texas (without giving effect to principles of conflicts of law).

Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Courts of the State of Texas and the United States District Court located in or serving Collins County, Texas and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guaranty or any of the other Franchising Agreements or in any way connected with or related or incidental to the dealings of Guarantor and Franchisor in respect of this Guaranty or any of the

other Franchising Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Franchisee and Franchisor or the conduct of any such persons in connection with this Guaranty, the other Franchising Agreements or otherwise shall be heard only in the courts described above (except that Franchisor shall have the right to bring any action or proceeding against Guarantor or his or her property in the courts of any other jurisdiction which Franchisor deems necessary or appropriate in order to realize on any collateral at any time granted by Franchisee or Guarantor to Franchisor or to otherwise enforce its rights against Guarantor or his or her property).

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

GUARANTOR

_____, Individually

HOME ADDRESS

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____ %

_____, Individually

HOME ADDRESS

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____ %

ATTACHMENT 4 TO THE FRANCHISE AGREEMENT
HOLDERS OF LEGAL OR BENEFICIAL INTEREST
IN FRANCHISEE; GOVERNING PERSONS

If the Franchisee operates the business other than as a sole proprietorship, please complete the following:

(a) Franchisee is a [TYPE OF ENTITY], formed under the laws of the state of [STATE] on [DATE OF FORMATION].

(b) The following individuals or entities hold a legal or beneficial interest in the Franchisee:

Name	Home Address	Telephone Number	Email Address	% of Ownership

(c) The following individuals are the Franchisee's governing persons:

Name	Home Address	Telephone Number	Email Address	Title

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Attachment 4 with an effective date of _____.

FRANCHISOR:
FH FRANCHISING LLC

FRANCHISEE:

By: _____
Micah Findley, COO

By: _____
_____ Its:

ATTACHMENT 5 TO THE FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO FH FRANCHISING LLC ("PAYEE")

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

a) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

b) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

c) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository (Bank Name): _____ Bank Account Name: _____

Bank Acct #: _____ Routing #: _____

(Please attach one voided check for the above account)

Franchise Location Name: _____

By: _____

Title of Authorized Representative (Depositor): _____

Date: _____

ATTACHMENT 6 TO THE FRANCHISE AGREEMENT
LICENSING FEES

**ATTACHMENT 7 TO THE FRANCHISE AGREEMENT
STATE ADDENDUM**

**AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF VIRGINIA**

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (“**Franchise Agreement**”) between FH Franchising, LLC (“**Franchisor**”) and _____ (“**Franchisee**”). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. Section 3.1 of the Franchise Agreement is amended to reflect the following:

“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer the payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

2. Section 16.1, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*);
3. Pursuant to Section 13.1564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
4. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR:
FH FRANCHISING LLC

FRANCHISEE:

By: _____
Micah Findley, COO

By: _____
_____ Its:

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** 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.
16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with

a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Fee Deferral.** “Franchisor will defer the collection of all initial franchise fees until Franchisor has fulfilled its initial pre-opening obligations to Franchisee and Franchisee is open for business.”
20. Section 5.7 of the Franchise Agreement does not apply.
21. Section 8.8 of the Franchise Agreement does not apply.
22. Section 7.5 of the Franchise Agreement does not apply.
23. Section 16.4.2 is modified to remove the map fees from the liquidated damages calculation and provide for the liquidated damages equal to the greater of (a) the sum of the royalty fee paid by the Franchisee for the prior twenty-four months before termination; or (b) the minimum royalty fee required for twenty-four months pursuant to the terms of the Franchise Agreement for the lesser of two years or the remainder of the Franchise Agreement.
24. The following italicized language in Section 17.6 of the Franchise Agreement does not apply:
“Franchisee acknowledges and agrees that (i) this section is reasonable because it promotes and protects the subject matter of this Agreement and/or the underlying relationship and/or deters any potential conflict of interest; (ii) the time, territory, and scope of the covenants provide in this Section are reasonable and necessary for the protection of our legitimate business interests; (iii) Franchisee has received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship because you have sufficient professional skills;...”
25. Section 17.3.1 including Subsections 17.3.1.1-.4 of the Franchise Agreement does not apply.
26. The following sentences of Section 17.7 of the Franchise Agreement do not apply:
“FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE FRANCHISEE OF THE ABILITY TO EARN A LIVING.”
27. The last sentence in Section 22.8 of the Franchise Agreement does not apply.
28. Section 22.16 of the Franchise Agreement does not apply.
29. Article 24 of the Franchise Agreement does not apply.
30. The following is a list of the required certifications, licenses or permits based on Washington state regulations and local health jurisdiction requirements. Your specific county may have different enforcement requirements and you should confirm with your county its specific requirements.

Service Area	Required Certifications/Licenses/Permits	Issuing Authority	Key Details
Septic Installation	- On-Site Sewage Associate or Master Installer Certification - General Contractor License (RCW 18.27) or Sanitation/Side Sewer Specialty License - Bonding and Insurance (min. \$6,000)	Local Health Departments (e.g., via Washington On-Site Sewage Association - WOSSA training and exams) Washington DOL	Requires DOH-approved training (e.g., WOSSA septic systems course), passing an exam, and proof of experience. Associate installers work under Master

Service Area	Required Certifications/Licenses/Permits	Issuing Authority	Key Details
			Installer supervision. Valid for 3 years; renewal requires continuing education. Statewide, all installations require a permit and a state- licensed designer's plan (RCW 18.210).
Septic Maintenance and Repair	- On-Site System Maintainer (OSM) Certification - Operations & Maintenance (O&M) Specialist Certification (for complex systems) - Repair Permit	Local Health Departments (e.g., King, Jefferson, or Whatcom County Environmental Health)	Requires county- specific training and exam on system inspection, pumping, and minor repairs. Major repairs (e.g., drainfield alterations) require a permit and often a state-licensed designer's oversight. Annual or triennial inspections mandated by WAC 246-272A.
Liquid Waste Hauling	- Septage Pumper/Hauler License - Vehicle Licensing and Inspection - Solid Waste Handling Permit (if operating a transfer facility)	Local Health Departments Washington DOL DOE (for facilities)	Requires annual renewal by September 30, vehicle inspections for watertight tanks, and haul records. Haulers must comply with discharge prohibitions (e.g., no untreated waste to surface waters). Non- domestic waste may require manifests.
Septic Inspection	- On-Site System Inspector Certification - O&M Specialist Certification (for advanced systems)	Local Health Departments	Requires county- specific training and exam. Inspectors verify system compliance with WAC 246-272A. Homeowner inspections are

Service Area	Required Certifications/Licenses/Permits	Issuing Authority	Key Details
			allowed in some counties but not for professional services.
System Design	- Professional On-Site Wastewater Designer License - Professional Engineer License (optional for complex systems)	Washington DOL (under RCW 18.210) Board of Registration for Professional Engineers	Requires education, experience, and passing a state exam. Designers must prepare plans for all new installations and major repairs. License renewal requires continuing education.

31. The Franchisor represents that Washington laws, rules, and regulation do not require a franchisee to obtain a dangerous waste permit to operate this business in Washington.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR:
FH FRANCHISING LLC

FRANCHISEE:

By: _____
Micah Findley, COO

By: _____ Its:

WISCONSIN STATE ADDENDUM TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (“**Franchise Agreement**”) between FH Franchising, LLC (“**Franchisor**”) and _____ (“**Franchisee**”). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. The Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 applies to most, if not all, Franchise Agreements and prohibits the Termination, Cancellation, Non-Renewal of substantial change of the competitive circumstances of a Franchise Agreement without good cause. The Law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the Franchisee. The Franchisee has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. Section 23.1 of the Franchise Agreement (Choice of Law) is amended to state that the Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 laws supersedes any provisions contained in the Franchise or License Agreement that are consistent with that law.

2. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the Wisconsin Franchise Investment Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR:
FH FRANCHISING LLC

FRANCHISEE:

By: _____
Micah Findley, COO

By: _____ Its: _____

EXHIBIT D TO DISCLOSURE DOCUMENT

TELEPHONE NUMBER AND WEBSITE URL ASSIGNMENT AGREEMENT

THIS TELEPHONE NUMBER AND WEBSITE URL ASSIGNMENT AGREEMENT is made this ____ day of 20____, between FH Franchising LLC d/b/a HomeField, ("**we**," "**us**", "**our**", or "**Franchisor**") and the franchisee named below ("**you**", "**your**", or "**Franchisee**").

BACKGROUND

A. The parties are entering into one or more HomeField Franchise Agreements.

B. As a condition to signing the Franchise Agreement(s), we have required that you assign all of your right, title and interest in the telephone numbers and website URLs relating to the HomeField Franchise(s) to us upon the expiration or termination of any of the Franchise Agreements.

The parties agree as follows:

TERMS

1. **Assignment.** In order to secure continuity and stability of our operation of the HomeField System, immediately upon the expiration or termination of any of your HomeField Franchise Agreement(s), this Agreement constitutes your automatic assignment to us all of your right, title and interest in and to certain telephone numbers, telephone listings, and website URLs pursuant to the expired or terminated HomeField Franchise Agreement(s) without further action on your part. Your "website URLs" refers to any internet domain names you register, adopt, or use to promote your HomeField franchise, including any URLs listed on Attachment A hereto.

2. **Assumption.** We, in consideration of the transfer of telephone numbers and website URLs, assume, as of this date, all future obligations of the present subscriber for the telephone numbers and website URLs.

3. **Your Representation and Warranties.** You represent, warrant and covenant to us that:

(a) As of the effective date of the Assignment, all of your obligations and indebtedness for telephone and URL hosting services must be paid and current.

(b) As of the date of this Agreement, you have full power and legal right to enter into, sign, deliver and perform this Agreement.

(c) This Agreement is your legal and binding obligation enforceable in accordance with its terms.

(d) The signing, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which you are a party or by which you are bound, and no consent of nor approval by any third party is required.

(e) You have the specific power to assign and transfer your right, title and interest in your telephone numbers and website URLs and you have obtained all necessary consents to this Assignment.

4. **Further Actions.** You agree to take any other steps and execute any other documents required by the telephone service provider and domain name hosting company to make the assignments contemplated by this Agreement.

5. **Miscellaneous.** The validity, construction and performance of this Assignment is governed by the laws of the State of Texas. All agreements, covenants, representations and warranties made in this Agreement survive the signing of this Agreement. All our rights inure to our benefit and to the benefit of our successors and assigns.

FRANCHISOR:
FH FRANCHISING LLC

FRANCHISEE:

By: _____
Micah Findley, COO

By: _____
_____ Its:

**ATTACHMENT A TO THE TELEPHONE NUMBER AND WEBSITE
URL ASSIGNMENT AGREEMENT**

[list web URLs here]

EXHIBIT E TO THE DISCLOSURE DOCUMENT

**FH FRANCHISING LLC
TABLE OF CONTENTS
OF CONFIDENTIAL OPERATIONS MANUAL**

FH FRANCHISING LLC
TABLE OF CONTENTS
CONFIDENTIAL OPERATIONS MANUAL

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EXHIBIT F TO THE DISCLOSURE DOCUMENT

FH FRANCHISING LLC

FINANCIAL STATEMENTS

FH Franchising, LLC
Financial Statements
For the Year Ended
December 31, 2025
(With Independent Auditor's
Report Thereon)



INDEPENDENT AUDITOR'S REPORT

To the Members and Management of
FH Franchising, LLC
Waco, Texas

Opinion

We have audited the accompanying financial statements of FH Franchising, LLC, which comprise the balance sheet as of December 31, 2025, and the related statements of income, cash flows, and changes in equity 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 FH Franchising, LLC as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). 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 FH Franchising, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 the financial statements that is 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 FH Franchising, LLC'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 GAAS 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 FH Franchising, LLC'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 FH Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

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.



J.A. Green Accounting Services, PLLC

Woodway, Texas

February 26, 2026

FH Franchising, LLC

Balance Sheet

December 31, 2025

ASSETS

CURRENT ASSETS

Cash	\$	184,467
Accounts receivable		57,145
Vendor retainer		5,000
Contract assets, current		28,635
Prepaid expenses		<u>50,000</u>

Total Current Assets		325,247
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OTHER NONCURRENT ASSETS

Contract assets, noncurrent		<u>143,175</u>
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Total Assets	\$	<u><u>468,422</u></u>
--------------	----	-----------------------

FH Franchising, LLC
Balance Sheet (continued)
December 31, 2025

LIABILITIES

CURRENT LIABILITIES

Accounts payable	\$ 49,604
Credit card payable	11,040
Contract liabilities, current	19,572
Management fee payable	<u>100,000</u>

Total Current Liabilities	180,216
---------------------------	---------

LONG-TERM LIABILITIES

Contract liabilities, noncurrent	<u>156,575</u>
----------------------------------	----------------

Total Liabilities	336,790
-------------------	---------

EQUITY

Founding member equity	150,000
Class A investor equity	849,966
Retained earnings	(347,204)
Current year loss	<u>(521,130)</u>

Total Equity	131,631
--------------	---------

Total Liabilities and Equity	<u><u>\$ 468,422</u></u>
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See accompanying notes and auditor's report.

FH Franchising, LLC
Statement of Income
Year Ended December 31, 2025

REVENUE

New franchise fee	\$ 67,503
Royalties	22,523
M.A.P. fees	7,826
Technology fees	<u>12,201</u>

Total Revenue 110,054

COST OF GOODS SOLD 257,491

GROSS PROFIT (147,437)

OPERATING EXPENSES

Accounting	13,875
Management fee	325,000
Travel	3,439
Other operating expenses	<u>36,540</u>

Total Operating Expenses 378,854

OTHER INCOME

Interest	5,162
----------	-------

NET LOSS \$ (521,130)

See accompanying notes and auditor's report.

FH Franchising, LLC
Statement of Cash Flows
Year Ended December 31, 2025

Cash Flows Provided (Used) by Operating Activities:

Net loss	\$ (521,130)
Adjustments to reconcile net loss to net cash:	
Increase in:	
Accounts receivable	(57,145)
Vendor retainer	(5,000)
Contract assets	(171,810)
Increase in:	
Accounts payable	25,431
Credit card payable	7,340
Contract liabilities	176,147
Management fee payable	<u>100,000</u>

Net Cash Flows Used by Operating Activities (446,167)

Cash Flows Provided by Financing Activities:

Owner contributions	<u>144,941</u>
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Net Decrease in Cash (301,226)

Cash and Cash Equivalents at the Beginning of Period 485,693

Cash and Cash Equivalents at the End of Period \$ 184,467

See accompanying notes and auditor's report.

FH Franchising, LLC
Statement of Changes in Equity
Year Ended December 31, 2025

	Founding Member Equity	Class A Investor Equity	Retained Earnings	Total Equity
Balance, January 1, 2025	\$ 150,000	\$ 705,024	\$ (347,204)	\$ 507,820
Contributions	-	144,941	-	144,941
Net loss	-	-	(521,130)	(521,130)
Balance, December 31, 2025	<u>\$ 150,000</u>	<u>\$ 849,965</u>	<u>\$ (868,334)</u>	<u>\$ 131,631</u>

See accompanying notes and auditor's report.

FH Franchising, LLC

Notes to Financial Statement

December 31, 2025

(1) Summary of Significant Accounting Policies

(a) Nature of Operations

FH Franchising, LLC (the “Company”) was formed on May 31, 2024, to develop and support a national network of independently owned and operated franchise businesses specializing in septic system–related services. The Company does not itself provide septic services to the public. Instead, it grants franchises and delivers the training, operational support, brand systems, and vendor relationships necessary for franchisees to operate successfully in the liquid waste services industry.

Through its franchise model, the Company enables franchisees to offer a wide range of septic services, including system design and engineering, consultations and estimates, inspections, servicing, repairs, maintenance, monitoring, installations, pumping, and the hauling and removal of waste materials. Franchisees operate in a competitive and developing market, facing competition from both regional chains and local independent providers. While demand for septic services is generally consistent year-round, seasonal factors such as weather may influence periods of heightened activity

(b) Basis of Presentation

The accompanying financial statements of FH Franchising, LLC have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

(c) Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, demand deposits and other highly liquid investments with an original maturity of three months or less. Financial instruments that potentially subject the Company to a significant concentration of credit risk consist primarily of cash and cash equivalents. At times, the Company maintains deposits in federally insured financial institutions in excess of federally insured limits. Management monitors the credit ratings and concentration of risk with these financial institutions on a continuing basis to safeguard cash deposits.

(d) Accounts Receivable

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Trade accounts receivable are generally not collateralized, however, in certain instances the Company has lien rights which it may pursue.

FH Franchising, LLC

Management evaluates trade receivables on a regular basis to assess expected credit losses. In performing this assessment, management considers the age of receivables, the specific facts and circumstances of individual counterparties, historical collection experience, and current and expected economic conditions. The Company's franchisees are required to remit amounts due under franchise and related agreements, and the Company has historically experienced minimal credit losses on these receivables. Based on this evaluation, including the current aging of balances outstanding at December 31, 2025 and the lack of identified specific collection issues, management concluded that expected credit losses are not significant and, accordingly, no allowance for doubtful accounts has been recorded.

(e) Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers*. Revenue is recognized when control of the promised services is transferred to customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services. The Company applies the following five-step model to determine when and how much revenue to recognize: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations, and (5) recognize revenue as performance obligations are satisfied.

For franchise contracts, revenue is recognized over time as the services are performed, based on the proportion of services completed or as specified in the contract. The Company's contracts may include variable consideration such as discounts or rebates, which are estimated at contract inception and updated at each reporting date as necessary. Payment terms vary by contract but are generally due within 30 days of invoicing. Significant judgments include the estimation of variable consideration and the timing of satisfaction of performance obligations. The Company discloses contract balances and disaggregates revenue in the notes to the financial statements, as required by ASC 606.

(f) Property, Plant, and Equipment

Property, plant, and equipment are stated at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. As of December 31, 2025, the Company did not own any property, plant, or equipment and, accordingly, recognized no depreciation expense for the year.

(g) Leases

The Company accounts for leases in accordance with ASC 842, recognizing right-of-use assets and lease liabilities for leases with terms greater than 12 months.

FH Franchising, LLC

(h) Related Party Transactions

All transactions with related parties are conducted on an arm's-length basis and are discussed in Note 3.

(i) Recent Accounting Pronouncements

The Company has evaluated all recent accounting pronouncements and believes that none of them will have a material effect on the financial statements.

(2) Concentration of Credit Risk

As of December 31, 2025, a significant portion of the Company's accounts payable was concentrated with one large vendor balance. This vendor accounted for approximately 58.7% of total accounts payable. While the Company has not experienced any solvency issues with this vendor, the concentration of credit risk is higher than that of other vendors and could have a negative impact on the supply chain.

(3) Related Party Transactions

FH Franchising, LLC engages in transactions with entities that are owned and managed by Jay Holland and Micah Findley. The details of these related entities and the nature of transactions are as follows:

KBFH Properties, LP: The Company leases its office in Hewitt, TX, in full from KBFH Properties, LP. The lease terms, including rent and duration, are consistent with market rates and terms.

HF Consulting Group, LLC: HF Consulting Group, LLC is the management company that charges FH Franchising, LLC a management fee for services provided by Jay Holland and Micah Findley. Transactions between the Company and HF Consulting Group, LLC, including management services, are conducted at arm's length.

HFBK, LLC: HFBK, LLC serves as the managing member for KBFH Properties, LP. Transactions between the Company and HFBK, LLC, if any, are conducted at arm's length.

During 2025, the Company incurred management fees of \$325,000 to HF Consulting Group, LLC and rent of \$30,000 to KBFH Properties, LP. At December 31, 2025, amounts due to these entities totaled \$100,000 and are included in the "Management fee payable" line item of the balance sheet.

FH Franchising, LLC

(4) Leases

The Company recognizes right-of-use assets, representing its right to use underlying leased assets, and corresponding lease liabilities, representing its obligation to make lease payments, at the commencement date of each lease. Right-of-use assets and lease liabilities are initially measured at the present value of lease payments expected to be made over the lease term.

The lease term includes the noncancellable period of the lease together with periods covered by renewal or early termination options when it is reasonably certain that such options will be exercised or not exercised, as applicable. This assessment includes leases that contain auto-renewal clauses, for which the Company estimates an end date based on the expected period of use of the property and measures the right-of-use asset and lease liability using the resulting estimated lease term.

In determining the discount rate used to measure right-of-use assets and lease liabilities, the Company uses the rate implicit in the lease when it is readily determinable; otherwise, the Company uses a risk-free rate based on U.S. Treasury rates for a term comparable to the expected lease term.

Right-of-use assets are assessed for impairment in accordance with the Company's policy for long-lived assets. The Company reassesses lease classification and remeasures right-of-use assets and lease liabilities when a lease is modified and the modification is not accounted for as a separate lease, or when certain other events occur that require reassessment under ASC 842. The application of ASC 842 requires the Company to make significant judgments and estimates, including those related to the determination of the lease term, the selection of the discount rate, and the assessment of impairment.

The Company leases office space in Hewitt, Texas, under a lease with a one-year term and monthly payments of \$2,500. Because the lease term is 12 months or less and does not include a purchase option that is reasonably certain to be exercised, the Company has elected the short-term lease exemption under ASC 842 and therefore does not recognize a right-of-use asset or lease liability for this lease. Lease payments are recognized as lease expense on a straight-line basis over the lease term. The total lease expense for the year ended December 31, 2025 was \$30,000.

(5) Contingencies and Litigation

From time to time, the Company may be involved in various claims, legal proceedings, and complaints arising in the ordinary course of business. The Company records a provision for a liability when it believes that it is both probable that a liability has been incurred and the amount can be reasonably estimated. If these estimates and assumptions change or prove to be incorrect, it could have a material impact on the Company's financial statements.

As of December 31, 2025, there were no material pending legal proceedings to which FH Franchising, LLC is a party or to which any of its property is subject. Management is not aware of any significant legal action pending or threatened against the Company.

FH Franchising, LLC

The Company, in its regular operations, may enter into agreements that contain indemnifications or warranties. The term of these indemnifications and warranties can vary, but in some cases, it can be indefinite. The maximum potential amount of future payments the Company could be required to make under these indemnifications cannot be estimated. However, historically, the Company has not made significant indemnification-related payments and does not expect to make significant payments in the future.

Management believes that the resolution of current contingencies and legal proceedings will not have a material adverse effect on the Company's financial statements.

(6) Revenue Recognition

The Company earns revenue from its franchise operations through ongoing royalty payments, upfront and renewal franchise fees, transfer fees, and various additional charges. Its core obligations under each franchise agreement include delivering specified pre-opening support and providing franchisees with the right to utilize the Company's intellectual property. The remaining services promised within the agreement are closely integrated and not separately identifiable within the contract. As a result, they are treated as a single performance obligation that is fulfilled over time through the grant of intellectual property rights and related ongoing support for the duration of the franchise term.

The Company applies the practical expedient that permits entities not to adjust the transaction price for a significant financing component when the time between payment and the delivery of goods or services is one year or less. Accordingly, no financing adjustment is recorded in these circumstances.

Management has determined that the franchise agreements include variable consideration, primarily in the form of royalties, brand fund (marketing) contributions, and technology-related fees, all of which are generally based on the franchisees' underlying sales or usage. For purposes of measuring the initial transaction price, these variable amounts are excluded and recognized as revenue when the related sales or usage occur; accordingly, the transaction price for financial reporting purposes consists of the stated value of the franchise agreement, excluding royalties, brand fund contributions, and technology-related fees.

Royalties and Brand Fund Revenues

Royalty revenue, including amounts collected from franchisees for national advertising programs, is determined as a percentage of monthly membership dues and annual fees generated by each franchisee throughout the term of the franchise agreement. These royalties are considered sales-based and relate directly to the Company's ongoing performance obligation under the franchise arrangement. Accordingly, royalty income is recognized as the franchisee's underlying revenue is earned. Franchisee contributions to national advertising funds are payable on a monthly basis and are recorded as income in the period in which they are earned.

FH Franchising, LLC

Franchise Licenses

Initial and renewal franchise fees are due upon execution of a new or successor franchise agreement. Transfer fees are collected when an existing franchise agreement is assigned from one franchisee to another. The Company has adopted the practical expedient permitted under applicable guidance for franchise license revenue, which allows pre-opening activities (such as site selection, training, quality assurance, and technology setup) to be combined and treated as a single performance obligation rather than as separate obligations.

Under this approach, franchise license revenue is allocated between two performance obligations: (1) pre-opening services and (2) ongoing support and continued rights to use the Company's brand and intellectual property throughout the franchise term. Revenue attributable to pre-opening services is recognized once those services are completed and the franchisee begins operations. The Company records 25% of the franchise fee as revenue related to pre-opening services, based on its estimate of the cost of the specific goods and services provided. The remaining portion of the franchise fee is recognized on a straight-line basis over the life of the franchise agreement.

Franchise fee revenue broken down by type for the year ended December 31, 2025 is as follows:

Pre-opening revenue	\$ 60,913
Ongoing revenue	<u>6,591</u>
Total	<u><u>\$ 67,503</u></u>

Contract assets represent capitalized costs incurred to secure franchise agreements, including broker commissions, sales incentives, and other direct acquisition-related expenses. The table below summarizes the activity in contract assets during the period as follows:

Beginning balance	\$ -
Increase	183,820
Expense recognized	<u>(12,010)</u>
Ending balance	<u><u>\$ 171,810</u></u>

FH Franchising, LLC

The table below presents the Company's estimate of costs that are expected to be recognized as expense in future periods in connection with performance obligations that were unsatisfied, or only partially satisfied, as of December 31, 2025.

2026	\$ 28,635
2027	28,635
2028	28,635
2029	28,635
2030 and thereafter	<u>57,270</u>
Total	<u>\$ 171,810</u>

Contract liabilities represent deferred revenue arising from upfront and renewal franchise fees, as well as fees collected when franchise agreements are transferred. The table below summarizes the changes in contract liabilities during the period.

Beginning balance	\$ -
Increase	182,738
Revenue recognized	<u>(6,591)</u>
Ending balance	<u>\$ 176,147</u>

The table below presents the Company's estimate of revenue expected to be recognized in future periods related to performance obligations that were unsatisfied, or partially unsatisfied, as of December 31, 2025. In preparing this disclosure, the Company has applied the available practical expedient to exclude short-term contracts, sales- and usage-based royalties, and other forms of variable consideration that are recognized on an "as invoiced" basis.

2026	\$ 19,572
2027	19,572
2028	19,572
2029	19,572
2030 and thereafter	<u>97,859</u>
Total	<u>\$ 176,147</u>

(7) Subsequent Events

The Company has evaluated events and transactions for potential recognition or disclosure in the financial statements through February 26, 2026, the date the financial statements were available to be issued. No other significant subsequent events were identified that would require adjustment to or disclosure in the financial statements.

FH Franchising, LLC
Financial Statement
For the Year Ended
December 31, 2024
(With Independent Auditor's
Report Thereon)



INDEPENDENT AUDITOR'S REPORT

To Management
FH Franchising, LLC
Waco, Texas

Opinion

We have audited the accompanying financial statement of FH Franchising, LLC, which comprise the balance sheet as of December 31, 2024, and the related notes to the financial statement.

In our opinion, the financial statement presents fairly, in all material respects, the financial position of FH Franchising, LLC as of December 31, 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of FH Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 Statement

Management is responsible for the preparation and fair presentation of the financial statement 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 statement that are free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about FH Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

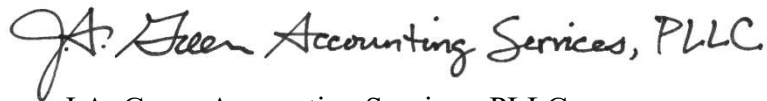
Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement is 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. Misstatement 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 statement.

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 statement, 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 statement.
- 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 FH Franchising, LLC'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 statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about FH Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

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.

A handwritten signature in black ink that reads "J.A. Green Accounting Services, PLLC". The signature is written in a cursive, flowing style.

J.A. Green Accounting Services, PLLC

Woodway, Texas

May 8, 2025

FH Franchising, LLC

Balance Sheet

December 31, 2024

ASSETS

CURRENT

Cash	\$ 485,693
Prepaid expenses	50,000
Total current assets	<u>535,693</u>

TOTAL ASSETS	<u>\$ 535,693</u>
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LIABILITIES

CURRENT

Accounts payable	\$ 24,173
Credit cards payable	3,700

TOTAL CURRENT LIABILITIES	<u>27,873</u>
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EQUITY

Founding member equity	150,000
Class A investor equity	705,024
Current year loss	(347,204)
Total equity	<u>507,820</u>

TOTAL LIABILITIES & EQUITY	<u>\$ 535,693</u>
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See Independent Auditor's Report and accompanying notes.

FH Franchising, LLC

Notes to Financial Statement

December 31, 2024

(1) Summary of Significant Accounting Policies

(a) Nature of Operations

FH Franchising, LLC (the “Company”) was formed on May 31, 2024, to develop and support a national network of independently owned and operated franchise businesses specializing in septic system–related services. The Company does not itself provide septic services to the public. Instead, it grants franchises and delivers the training, operational support, brand systems, and vendor relationships necessary for franchisees to operate successfully in the liquid waste services industry.

Through its franchise model, FH Franchising enables franchisees to offer a wide range of septic services, including system design and engineering, consultations and estimates, inspections, servicing, repairs, maintenance, monitoring, installations, pumping, and the hauling and removal of waste materials. Franchisees operate in a competitive and developing market, facing competition from both regional chains and local independent providers. While demand for septic services is generally consistent year-round, seasonal factors such as weather may influence periods of heightened activity

(b) Basis of Presentation

The accompanying financial statement of FH Franchising, LLC has been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

(c) Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, demand deposits and other highly liquid investments with an original maturity of three months or less. Financial instruments that potentially subject the Company to a significant concentration of credit risk consist primarily of cash and cash equivalents. At times, the Company maintains deposits in federally insured financial institutions in excess of federally insured limits. Management monitors the credit ratings and concentration of risk with these financial institutions on a continuing basis to safeguard cash deposits.

(d) Leases

The Company accounts for leases in accordance with Accounting Standards Codification Topic 842, recognizing right-of-use assets and lease liabilities for leases with terms greater than 12 months.

FH Franchising, LLC

(e) Related Party Transactions

All transactions with related parties are conducted on an arm's-length basis and are discussed in Note 3.

(f) Recent Accounting Pronouncements

The Company has evaluated all recent accounting pronouncements and believes that none of them will have a material affect on the financial statement.

(2) Concentration of Credit Risk

As of December 31, 2024, a significant portion of the Company's accounts payable was concentrated with one large vendor balance. This vendor accounted for approximately 58.7% of total accounts payable. While the Company has not experienced any solvency issues with this vendor, the concentration of credit risk is higher than that of other vendors and could have a negative impact on the supply chain.

(3) Related Party Transactions

FH Franchising, LLC engages in transactions with entities that are owned and managed by Jay Holland and Micah Findley. The details of these related entities and the nature of transactions are as follows:

KBFH Properties, LP: The Company leases its office in Hewitt, TX, in full from KBFH Properties, LP. The lease terms, including rent and duration, are consistent with market rates and terms.

HF Consulting Group, LLC: HF Consulting Group, LLC is the management company that charges FH Franchising, LLC a management fee for services provided by Jay Holland and Micah Findley. Transactions between the Company and HF Consulting Group, LLC, if any, are conducted at arm's length.

HFBK, LLC: HFBK, LLC serves as the managing member for KBFH Properties, LP. Transactions between the Company and HFBK, LLC, if any, are conducted at arm's length.

Intercompany balances arising from transactions with these related parties are reflected in the "Other Current Assets" line item in the balance sheet. All transactions with related parties are conducted at arm's length, and any terms and conditions are approved by the Company's management.

(4) Leases

Right-of-use assets represent the Company's right to use an underlying asset for the lease term, while lease liabilities represent the Company's obligation to make lease payments arising from the lease.

FH Franchising, LLC

Right-of-use assets and lease liabilities are recognized at the commencement date of a lease based on the net present value of lease payments over the lease term.

Certain of the Company's leases include options to renew or terminate the lease. The exercise of lease renewal or early termination options is at the Company's sole discretion. The Company regularly evaluates the renewal and early termination options and when they are reasonably certain of exercise, the Company includes such options in the lease term.

The Company made judgments regarding the lease terms for certain of its leases that contained auto-renewal clauses. The Company estimated a lease end date based on the required length of usage of the property and calculated a right-of-use asset and lease liability with the resulting estimated lease term.

In determining the discount rate used to measure the right-of-use assets and lease liabilities, the Company uses the rate implicit in the lease, or if not readily available, the Company uses a risk-free rate based on U.S. Treasury notes or bond rates for a similar term.

Right-of-use assets are assessed for impairment in accordance with the Company's long-lived asset policy. The Company reassesses lease classification and remeasures right-of-use assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate new lease or upon certain other events that require reassessment in accordance with Topic 842. The Company made significant assumptions and judgments in applying the requirements of Topic 842.

The Company leases an office in Hewitt, TX. The lease term is one year, with monthly payments of \$2,500.

(5) Contingencies and Litigation

From time to time, the Company may be involved in various claims, legal proceedings, and complaints arising in the ordinary course of business. The Company records a provision for a liability when it believes that it is both probable that a liability has been incurred and the amount can be reasonably estimated. If these estimates and assumptions change or prove to be incorrect, it could have a material impact on the Company's financial statement.

As of December 31, 2024, there were no material pending legal proceedings to which FH Franchising, LLC is a party or to which any of its property is subject. Management is not aware of any significant legal actions pending or threatened against the Company.

The Company, in its regular operations, may enter into agreements that contain indemnifications or warranties. The term of these indemnifications and warranties can vary, but in some cases, it can be indefinite. The maximum potential amount of future payments the Company could be required to make under these indemnifications cannot be estimated. However, historically, the Company has not made significant indemnification-related payments and does not expect to make significant payments in the future.

FH Franchising, LLC

Management believes that the resolution of current contingencies and legal proceedings will not have a material adverse effect on the Company's financial position.

(6) Subsequent Events

The Company has evaluated events and transactions for potential recognition or disclosure in the financial statement through May 8, 2025, the date the financial statement were available to be issued. No other significant subsequent events were identified that would require adjustment to or disclosure in the financial statement.

EXHIBIT G TO THE DISCLOSURE DOCUMENT

FH FRANCHISING LLC

**LIST OF CURRENT FRANCHISEES
AND LIST OF FORMER FRANCHISEES WHO HAVE LEFT THE SYSTEM**

LIST OF FRANCHISEES AS OF DECEMBER 31, 2025

Franchisee	Street Address	City	ST	Zip	Phone
ARIZONA					
Priority Pumping LLC	2480 S Higley Rd	Gilbert	AZ	85295	480-828-2646
TEXAS					
Caballera Ranch, LLC	12851 Old Weatherford Rd	Aledo	TX	76008	972-746-6666
Williams Septic LLC	12140 CR 2404	Kemp	TX	75143	903-288-0164
Reeco Septic, LLC	812 Creekline Way	McKinney	TX	75072	214-733-4618
Challenger Septic LLC	217 28 th Street	Waco	TX	76710	254-299-7853
B&J Wakefield Services LLC	1234 Broadhead Rd	Waxahachie	TX	75165	972-921-6619
NTXHF LLC	411 Prairie Way	Wichita Falls	TX	76310	940-781-7175

**LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT,
BUT OUTLET NOT OPEN AS OF DECEMBER 31, 2025**

Franchisee	Street Address	City	ST	Zip	Phone
None					

LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2025

Franchisee	City	ST	Phone
None			

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

EXHIBIT H TO DISCLOSURE DOCUMENT
STATE ADDENDA

FOR THE COMMONWEALTH OF VIRGINIA

1. Item 5 is amended to reflect the following:

“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer the payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

2. Item 17 is supplemented by the following language:

“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 ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

3. 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 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, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. **Fee Deferral.** “Franchisor will defer the collection of all initial franchise fees until Franchisor has fulfilled its initial pre-opening obligations to Franchisee and Franchisee is open for business.”
20. Exhibit J, the Franchisee Disclosure Questionnaire, does not apply.
21. The following is a list of the required certifications, licenses or permits based on Washington state regulations and local health jurisdiction requirements. Your specific county may have different enforcement requirements and you should confirm with your county its specific requirements.

Service Area	Required Certifications/Licenses/Permits	Issuing Authority	Key Details
Septic Installation	- On-Site Sewage Associate or Master Installer Certification - General Contractor License (RCW 18.27) or Sanitation/Side Sewer Specialty License - Bonding and Insurance (min. \$6,000)	Local Health Departments (e.g., via Washington On-Site Sewage Association - WOSSA training and exams) Washington DOL	Requires DOH-approved training (e.g., WOSSA septic systems course), passing an exam, and proof of experience. Associate installers work under Master Installer supervision. Valid for 3 years; renewal requires continuing education. Statewide, all installations require a permit and a state-licensed designer’s plan (RCW 18.210).

Service Area	Required Certifications/Licenses/Permits	Issuing Authority	Key Details
Septic Maintenance and Repair	- On-Site System Maintainer (OSM) Certification - Operations & Maintenance (O&M) Specialist Certification (for complex systems) - Repair Permit	Local Health Departments (e.g., King, Jefferson, or Whatcom County Environmental Health)	Requires county-specific training and exam on system inspection, pumping, and minor repairs. Major repairs (e.g., drainfield alterations) require a permit and often a state-licensed designer's oversight. Annual or triennial inspections mandated by WAC 246-272A.
Liquid Waste Hauling	- Septage Pumper/Hauler License - Vehicle Licensing and Inspection - Solid Waste Handling Permit (if operating a transfer facility)	Local Health Departments Washington DOL DOE (for facilities)	Requires annual renewal by September 30, vehicle inspections for watertight tanks, and haul records. Haulers must comply with discharge prohibitions (e.g., no untreated waste to surface waters). Non-domestic waste may require manifests.
Septic Inspection	- On-Site System Inspector Certification - O&M Specialist Certification (for advanced systems)	Local Health Departments	Requires county-specific training and exam. Inspectors verify system compliance with WAC 246-272A. Homeowner inspections are allowed in some counties but not for professional services.
System Design	- Professional On-Site Wastewater Designer License - Professional Engineer License (optional for complex systems)	Washington DOL (under RCW 18.210) Board of Registration for Professional Engineers	Requires education, experience, and passing a state exam. Designers must prepare plans for all new installations and

Service Area	Required Certifications/Licenses/Permits	Issuing Authority	Key Details
			major repairs. License renewal requires continuing education.

22. The Franchisor represents that Washington laws, rules, and regulation do not require a franchisee to obtain a dangerous waste permit to operate this business in Washington.

For the state of Wisconsin

Item 17 of the disclosure document is supplemented by the following:

For franchisees subject to the Wisconsin Fair Dealership Law, Ch. 135, Stats., provisions in the Fair Dealership Law supersede any inconsistent provisions of the Franchise Agreement or a related contract.

EXHIBIT I TO THE DISCLOSURE DOCUMENT

FH FRANCHISING LLC

GENERAL RELEASE (SAMPLE FORM)

GENERAL RELEASE
(SAMPLE FORM)

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____
by _____, (“RELEASOR”) an
individual/corporation/ limited liability company/partnership with a principal address of _____
_____, in consideration of:

_____ the execution by FH Franchising LLC, a Texas limited liability company
 (“RELEASEE”), of a successor Franchise Agreement or other renewal documents renewing the franchise
 (the “Franchise”) granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement
 (the “Franchise Agreement”) between RELEASOR and RELEASEE; or

_____ RELEASEE’S consent to RELEASOR’S assignment of its rights and duties under the
 Franchise Agreement; or

_____ RELEASEE’S consent to RELEASOR’S assumption of rights and duties under the
 Franchise Agreement; or

_____ [insert description]
and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly
 RELEASOR hereby releases and discharges RELEASEE, RELEASEE’S officers, directors, shareholders,
 managers, members, partners, owners, employees and agents (in their corporate and individual capacities),
 and RELEASEE’S successors and assigns, from any and all causes of action, suits, debts, damages,
 judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and
 RELEASOR’S heirs, executors, administrators, successors and assigns had, now have or may have, upon
 or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this
 RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without
 limitation, claims arising under federal, state and local laws, rules and ordinances.

THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE
 TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS
 AGREEMENT.

This General Release shall not be amended or modified unless such amendment or modification is
 in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first
 above written.

This General Release does not apply to claims arising under the Franchise Investment Protection Act,
 chapter 19.100 RCW or the rules adopted thereunder.

RELEASOR: _____
 (type/print name)

By: _____
 Name: _____
 Title: _____
 (or, if an individual)

Signed: _____
 Name printed: _____

[This General Release agreement will be modified as necessary for consistency with any state law

regulating franchising.]

ACKNOWLEDGMENT

State of _____)

)

County of _____)

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ (title) of _____
_____ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

EXHIBIT J TO DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE QUESTIONNAIRE

If you are a resident of Washington or Virginia or the franchise business will be located or operated, wholly or partly, in Washington or Virginia, do not complete, mark, initial, or sign this Franchisee Disclosure Questionnaire.

As you know, FH Franchising LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, FH Franchising LLC will be referred to as “we” or “us.” The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. _____ I have you received and personally reviewed FH Franchising LLC Franchise Agreement and each exhibit, addendum and schedule attached to it.
2. _____ I understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it.
3. _____ I have received and personally reviewed the HomeField’s Franchise Company’s Disclosure Document.
4. _____ I understand all of the information contained in the Disclosure Document.
5. _____ I have discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks.
6. _____ I understand that the success or failure of my business will depend in large part upon my skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors.
7. _____ No employee or other person speaking on our behalf made any statement or promise concerning the revenues or profits of the Franchised Business that we or our franchisees operate.
8. _____ No employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document.
9. _____ No employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business.
10. _____ No employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document.
11. _____ I understand that in all dealings with HomeField, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and HomeField?
12. _____ I understand that my answers are important to us and that we will rely on them.

Comments: _____

The above questionnaire shall not be signed or will not apply to Maryland residents and/or franchises to be operated in the State of Maryland.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

Name of Franchisee/Applicant:

Date: _____

_____, Individually

Name of Franchisee/Applicant:

Date: _____

_____, Individually

EXHIBIT K
STATE EFFECTIVE DATES

The following states have franchise laws that require that the 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
Virgina	Pending
Washington	Pending
Wisconsin	Pending

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.

EXHIBIT L TO THE DISCLOSURE DOCUMENT

FH FRANCHISING LLC

RECEIPTS

Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If FH Franchising LLC offers you a franchise, it 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, or sooner if required by your state applicable law. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 business 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 us to provide the disclosure document at the earlier of the first personal meeting or 10 business 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.

If FH Franchising LLC 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 should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A. FH Franchising, LLC's agents for service of process are listed in Exhibit B.

Date of Issuance: April 29, 2026

The Franchise Seller(s) for this offering are:

Micah Findley, Chief Operating Officer, 217 W Warren St, Hewitt, Texas 76643, and/or _____.

I have received a disclosure document dated April 29, 2026. The disclosure document included the following Exhibits:

- | | | | |
|----|---|----|--|
| A. | List of State Administrators | G. | List of Current Franchisees and List of Former Franchisees |
| B. | List of State Agents for Service of Process | H. | State Specific Addenda |
| C. | Franchise Agreement and Attachments | I. | General Release (Sample Form) |
| D. | Telephone Number and Website URL | J. | Franchisee Disclosure Questionnaire |
| E. | Table of Contents to the Confidential Operations Manual | K. | State Effective Dates |
| F. | Financial Statements | L. | Receipts |

Please sign and print your name below, date and return one copy of this receipt to FH Franchising LLC and keep the other for your records.

Date of Receipt

Signature

Print Name

(individually and as an officer of)

(Name of corporation, LLC, or partnership)

☐ A corporation ☐ A Limited Liability Company

☐ A Partnership

[KEEP THIS RECEIPT FOR YOUR RECORDS]

Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If FH Franchising LLC offers you a franchise, it 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, or sooner if required by your state applicable law. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 business 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 us to provide the disclosure document at the earlier of the first personal meeting or 10 business 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.

If FH Franchising LLC 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 should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A. FH Franchising LLC's agents for service of process are listed in Exhibit B.

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| D. | Telephone Number and Website URL | I. | General Release (Sample Form) |
| | Assignment Agreement | J. | Franchise Disclosure Questionnaire |
| E. | Table of Contents to the Confidential Operations Manual | K. | State Effective Dates |
| F. | Financial Statements | L. | Receipts |

Please sign and print your name below, date and return one copy of this receipt to FH Franchising LLC and keep the other for your records.

Date of Receipt

Signature

Print Name

(individually and as an officer of)

(Name of corporation, LLC, or partnership)

☐ A corporation ☐ Limited Liability Company

☐ A Partnership

[RETURN THIS COMPLETED FORM TO FH FRANCHISING LLC

217 W Warren St, Hewitt, Texas 76643]