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FRANCHISE DISCLOSURE DOCUMENT



Benjamin Franklin Franchising SPE LLC
a Delaware limited liability company
7120 Samuel Morse Drive, Suite 300
Columbia, Maryland 21046
(410) 740-1900
www.benjaminfranklinplumbing.com

The franchised business offers residential and light commercial plumbing services, including maintenance, repair, remodeling and replacement; water conditioning maintenance, repair and replacement; drain and septic tank digging, cleaning, re-piping and replacement; and drain cleaning services, (but excluding industrial and new construction services).

The total investment necessary to begin operation of a BENJAMIN FRANKLIN PLUMBING franchise is $84,570 to $204,824 if you convert a pre-existing plumbing business to a franchise under our conversion program. This includes $5,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a BENJAMIN FRANKLIN PLUMBING franchise is $143,273 to $286,702 if you start the business from scratch. This includes $43,000 that must be paid to the franchisor or its affiliates.

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, contact your personal Franchise Development Manager at 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046 and (410) 740-1900.

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.

Issued: April 3, 2025

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How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about 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 Exhibits F and 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 I 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 BENJAMIN FRANKLIN PLUMBING 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 BENJAMIN FRANKLIN PLUMBING franchisee?	Item 20 or Exhibits F and G list 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.

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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 J.

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.

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Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The Franchise Agreement requires you to resolve disputes with us by arbitration and litigation only in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently Columbia, Maryland. Out-of-state arbitration and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with us or sue us in Maryland than in your own state.

2. **Minimum Payments**. You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. **Minimum Performance**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" pages for your state in Exhibit K.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

This disclosure document describes BENJAMIN FRANKLIN PLUMBING franchises. In this disclosure document:

"**BFP-SPE**", "**Franchisor,**" "**we**", "**us**" and "**our**" mean Benjamin Franklin Franchising SPE LLC, the franchisor.

"**You**," "**your**," or "**Franchisee**" refers to the individual or company that enters into a franchise agreement with us for a Franchised Business (a "**Franchise Agreement**").

"**Owners**" means the person(s) identified in the Franchise Agreement as owners of the Franchisee and all other persons whom we may subsequently approve to acquire an interest in the franchise.

The Franchisor

We are a Delaware limited liability company organized on March 24, 2021. We do business under our company name and the BENJAMIN FRANKLIN PLUMBING name. Our principal place of business is 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046. To the extent we have appointed agents for service of process in other states, they are listed in Exhibit J.

Our Parent, Predecessors, and Affiliates

Our direct parent company is AB Assetco LLC ("**AB Assetco**"), a Delaware limited liability company. AB Issuer LLC ("**AB Issuer**"), a Delaware limited liability company, is the direct parent company of AB Assetco. AB SPE Guarantor LLC ("**AB Guarantor**"), a Delaware limited liability company, is the direct parent company of AB Issuer. We, AB Assetco, AB Issuer, and AB Guarantor were organized as part of the Securitization Transaction, which is described below. Authority Brands, Inc. ("**AB Inc.**"), a Delaware corporation, is the direct parent company of AB Guarantor and our indirect parent. Authority Brands, Inc. was known as "Villa BidCo, Inc." until changing its name to Authority Brands, Inc. effective May 17, 2021. AB Assetco, AB Issuer, AB Guarantor and AB Inc. all share our principal business address. Our ultimate majority owner are Funds advised by Apax Partners, LLP, a private equity firm based in London, United Kingdom ("**Apax**").

We became the franchisor of the BENJAMIN FRANKLIN PLUMBING system on May 14, 2021, as part of the Securitization Transaction (defined below). We began offering BENJAMIN FRANKLIN PLUMBING franchises on May 17, 2021.

Our predecessor, Benjamin Franklin Franchising, LLC ("**BFP**"), a Missouri limited liability company, offered BENJAMIN FRANKLIN PLUMBING franchises from September 2001 to May 14, 2021. We do not have any other predecessors as franchisor of the BENJAMIN FRANKLIN PLUMBING brand.

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Securitization Transaction

Under a secured financing transaction which closed on May 14, 2021 (the "**Securitization Transaction**"), Villa BidCo, Inc. and its affiliates were restructured. As part of the Securitization Transaction, all existing U.S. Franchise Agreements and related agreements for BENJAMIN FRANKLIN PLUMBING businesses were transferred to us, and we became the franchisor of all existing Franchise Agreements and related agreements. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of BENJAMIN FRANKLIN PLUMBING businesses were also transferred to us.

At the time of the closing of the Securitization Transaction, we entered into a management agreement with Villa BidCo, Inc. (now AB Inc.) to obtain the required support and services to BENJAMIN FRANKLIN PLUMBING franchisees under their franchise and related agreements. AB Inc. also acts as our franchise sales agent. We pay management fees to AB Inc. for these services. However, as the franchisor, we will be responsible and accountable to you to make sure that all support and services we are obligated to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with all applicable agreements.

We do not operate any BENJAMIN FRANKLIN PLUMBING businesses. However, we have affiliates that operate businesses of the type offered in this disclosure document. We refer to the BENJAMIN FRANKLIN PLUMBING businesses operated by our affiliates as "**Company-Owned Outlets**" for purposes of this disclosure document.

Neither we, nor our predecessor, have offered franchises in any other line of business. However, as summarized in the table below, we have affiliates that offer franchises in other lines of business. Most of these affiliates were also formed either as part of the Securitization Transaction or when our parent added a newly-acquired brand to the securitization pool, and each has a predecessor that offered franchises of the same brand before the Securitization Transaction closed or the newly-acquired brand was added. Except as otherwise noted, all listed affiliates have the same address as us:

Affiliate	Franchise Offered	Month and Year Affiliate or its Predecessor Began Offering Franchises	Number of Franchises as of December 31, 2024
ASP Franchising SPE LLC Delaware limited liability company	ASP – AMERICA'S SWIMMING POOL COMPANY Swimming pool cleaning, swimming pool maintenance, swimming pool renovation services, and related services and products	January 2006	141
DoodyCalls Franchising SPE LLC Delaware limited liability company	DOODYCALLS Exterior pet waste removal service and odor control service	July 2016	111

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Affiliate	Franchise Offered	Month and Year Affiliate or its Predecessor Began Offering Franchises	Number of Franchises as of December 31, 2024
STOP Franchising SPE LLC Delaware limited liability company	DRYMEDIC Residential and commercial restoration services, including cleaning, deodorizing and reconstruction of buildings and contents due to fire, smoke, water, mold, normal wear, or other causes of damage, and other related services	April 2017	67
Homewatch CareGivers Franchising SPE LLC Delaware limited liability company	HOMEWATCH CAREGIVERS Companionship, personal care, complex personal care and nursing services provided by home health aides, personal care providers, certified nurse assistants, licensed practical nurses and registered nurses	January 1996	224
Homewatch CareGivers International, Inc. Delaware corporation	HOMEWATCH CAREGIVERS Companionship, personal care, complex personal care and nursing services provided by home health aides, personal care providers, certified nurse assistants, licensed practical nurses and registered nurses	September 2017	9
Junkluggers Franchising SPE LLC Delaware limited liability company	THE JUNKLUGGERS Residential and commercial junk removal services, second-hand furniture procurement and retail services, and moving services	December 2012	147
Lawn Squad Franchising LLC Delaware limited liability company	LAWN SQUAD Residential and commercial weed control, lawn care, and related services	September 2023	7
Mister Sparky Franchising SPE LLC Delaware limited liability company	MISTER SPARKY Electric services	June 2006	209

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Affiliate	Franchise Offered	Month and Year Affiliate or its Predecessor Began Offering Franchises	Number of Franchises as of December 31, 2024
Monster Franchising SPE LLC Delaware limited liability company	MONSTER TREE SERVICE Residential and commercial tree services, including year-round performance of tree removal, pruning, land clearing, stump grinding, plant healthcare and other tree care services	September 2020	176
Mosquito Squad Franchising SPE LLC Delaware limited liability company	MOSQUITO SQUAD Residential and commercial outdoor pest control services and equipment	January 2005	226
One Hour Air Conditioning Franchising SPE LLC Delaware limited liability company	ONE HOUR HEATING & AIR CONDITIONING Residential and light commercial air conditioning and heating services	April 2003	411
Screenmobile Franchising SPE LLC Delaware limited liability company	SCREENMOBILE Residential and commercial window, patio, and door screen products and services	July 1984	134
The Cleaning Authority Franchising SPE LLC Delaware limited liability company	THE CLEANING AUTHORITY Residential cleaning services	September 2010	233
Authority Brands Canada, Inc. ("**TCA Canada**") New Brunswick, Canada corporation 1 Germain Street, Suite 1700 Saint John NB E2L 4V1 Canada	THE CLEANING AUTHORITY Residential cleaning services	August 2014	5

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Affiliate	Franchise Offered	Month and Year Affiliate or its Predecessor Began Offering Franchises	Number of Franchises as of December 31, 2024
Woofie's Pet Ventures, LLC Virginia limited liability company	WOOFIE'S Pet sitting and dog walking services as well as pet grooming services and/or other ancillary services related to pet care	November 2018	82

We also have affiliates that offer goods and services to our franchisees. These affiliates are:

- BuyMax SPE LLC, a Delaware limited liability company ("**BuyMax**"). In addition to offering goods and services to our franchisees, BuyMax negotiates agreements with manufacturers, distributors, and service providers for the benefit of Company-Owned Outlets, our franchisees, franchisees of Mister Sparky, One Hour Heating & Air Conditioning, and several of our affiliated brands. BuyMax also sells products to independent BuyMax® members who are not affiliated with us and may compete with our brand.

- UWIN, LLC, a Florida limited liability company ("**UWIN**"). UWIN is a customer service resource dedicated to providing customers with information, assistance, and issue resolution in connection with any concerns they may have with home services contractors who display UWIN's distinctive seal of approval and associated Marks, logos and designs while such contractors are active UWIN® members. Our franchisees are required to be members of the UWIN® program, as are franchisees of Mister Sparky and One Hour Heating & Air Conditioning.

- New Millennium Academy, L.L.C. a Missouri limited liability company ("**Success Academy**"). Success Academy provides training classes and skill development to Company-Owned Outlets, our franchisees, and franchisees of Mister Sparky and One Hour Heating & Air Conditioning and their employees. Success Academy reserves the right to offer training classes and skill development to non-franchisees and non-affiliates in its sole and absolute discretion.

- Authority Brands Payments SPE, LLC, a Delaware limited liability company ("**ABP**"), provides or arranges payment processing services for our franchisees and franchisees of our affiliates.

A parent company, AB Assetco, guarantees our duties and obligations under the Franchise Agreements that we sign while the guarantee is in place, if we become unable to perform our duties and obligations. See Item 21.

BuyMax, UWIN, Success Academy, and ABP all have the same address as us. Except as described in this Item 1, none of our affiliates has conducted a business of the type you will operate or has offered franchises for that type of business.

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The Benjamin Franklin Plumbing Franchise

Our franchises offer residential and light commercial plumbing services, including maintenance, repair, remodeling and replacement; water conditioning maintenance, repair and replacement; drain and septic tank digging, cleaning, re-piping and replacement ("**Plumbing Services**"). "**Light commercial**" is defined as "work performed in a single tenant building under 10,000 sq. ft. or a connected office space under 5,000 sq. ft" and is considered part of the Plumbing Services. Each franchise operates under the trademark BENJAMIN FRANKLIN PLUMBING.

We offer franchises only to persons and business entities that meet our qualifications and are willing to undertake the investment and effort to own and operate a BENJAMIN FRANKLIN PLUMBING business. Our current form of Franchise Agreement appears in Exhibit A to this disclosure document.

The Franchise Agreement authorizes you to use the trademarks, service marks, trade names, logos, and symbols we designate (the "**Marks**") to provide Plumbing Services (the "**Franchised Business**"). The Franchised Business will operate according to the know-how and system of operation we have developed and continue to develop for the BENJAMIN FRANKLIN PLUMBING brand (the "**System**"). The distinctive elements of the System include, but are not limited to: the products and services offered; our customer service standards; our warranty program, if applicable; our standards and specifications for equipment, technology, supplies, and operations; our advertising and promotional programs and marketing techniques; the exterior and interior design, décor, color scheme, fixtures, and furnishings of the business premises; and the accumulated experience reflected in our training program and instructional materials. We have described our mandatory and recommended standards and procedures in a confidential operations manual (the "**Operations Manual**" or also sometimes referred to as the "**Brand Standards Manual**") or in other writings designated by us as part of the standards for the System (collectively with the Operations Manual, "**System Standards**" or "**Brand Standards**"). If you become a franchisee, we will provide you with electronic access to the Operations Manual. We have the right to change the Operations Manual and the System Standards at any time.

Our franchisees operate the Franchised Business from a specific street address or site that we have approved for their business premises (the "**Approved Location**"). However, some of our franchisees have multiple franchises in contiguous or adjoining territories. In those circumstances, we may allow the franchisee to operate their Franchised Business from an Approved Location in only one of the Territories.

If your franchise is a new Plumbing Services business, we refer to it as a "**Start-Up Franchise**." If you are converting an existing Plumbing Services business into a Franchised Business, we refer to it as a "**Conversion Franchise**." We may pursue opportunities to convert similar businesses operating under different trade names to a BENJAMIN FRANKLIN PLUMBING Franchised Business.

Industry-Specific Regulations

Our franchisees are subject to plumbing licensing laws, which vary by state and sometimes by county or municipality. You may need other specific types of licenses required by the jurisdictions in which you will operate. Some states, counties or municipalities may require that your business be owned by a master or journeyman plumber. Check with your local licensing board, as well as with an attorney, to learn about specific industry and contractor laws and regulations applicable to your business. You are solely responsible for obtaining and maintaining all required licenses for the operation of your Franchised Business.

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General Market for the Services/Competition

The market for Plumbing Services is well established. Your competitors will include other national chains of Plumbing Services as well as regional and local companies or individuals providing similar services. You will also compete with large national home centers and retailers, like Home Depot® and Lowe's®.

ITEM 2
BUSINESS EXPERIENCE

As noted in Item 1, AB Inc. manages our franchising activities and acts as our franchise sales agent. Listed below are the officers of BFP-SPE, the officers of AB Inc., and the employees of AB Inc. who have management responsibility relating to the sale or operation of the franchises offered in this disclosure document.

President: Lance Sinclair

Mr. Sinclair has been our President since February 2023 and holds the same position for our affiliate brands, MSE and OHAC. He was our Chief Operating Officer from April 2022 to February 2023 and held the same position with MSE and OHAC during that same time. He was previously our Vice President of Franchise Operations from May 2021 to April 2022 and held the same position with MSE and OHAC.

Chief Operating Officer: Michael Green

Mr. Green has been our Chief Operating Officer since February 2023 and holds the same position with our affiliate brands, MSE and OHAC. He was our Vice President of Operations from November 2021 to February 2023. He was our Franchise Business Consultant from January 2021 to November 2021. From June 2019 to July 2021, he was Vice President of Lifetime Coat in Denver, Colorado.

Vice President of Operations: Joseph Wade

Mr. Wade has been our Vice President of Operations since February 2024. From November 2021 to February 2024, he was our Franchise Business Consultant. From September 2021 to November 2021, he was a Franchise Business Consultant for Neighborly Brands.

Senior Director of Marketing of AB Inc.: Adam Terranova

Mr. Terranova has been Senior Director of Marketing of AB Inc. since January 2024. From October 2018 to January 2024, he was Senior Director of Digital Strategy & Strategic Initiatives for Restaurant Co. LLC d/b/a WOWorks, the parent company of several food service franchises in St. Petersburg, Florida.

Chief Executive Officer of AB Inc.: Craig Donaldson

Mr. Donaldson has been Chief Executive Officer of AB Inc. since August 2022 and holds the same position for a number of our affiliates. He was also President of AB Inc. from August 2022 to March 2025. Since September 2018, he has been a member of the Board of Directors for AB Inc.'s parent company. Concurrently, from March 2019 to April 2020, he was an Executive Advisor for Money Mailer in Cypress, California. From February 2016 to April 2018, he was the Chief Executive Officer of VASA Fitness in Orem, Utah. From June 2012 to June 2015, Mr. Donaldson was Chief Executive Officer of Service Brands International, the franchisor of Molly Maid, Mr. Handyman, and Protect Painters. From November 1997

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to September 2011, he was Chief Executive Officer of Harris Research Inc., the franchisor of Chem-Dry Carpet and Upholstery Care and N-Hance Wood Renewal.

Acting Chief Financial Officer, Acting President and Acting Chief Financial Officer of AB Inc.: Joseph Troy

Mr. Troy has been our Acting Chief Financial Officer, the Acting President of AB Inc. since March 2025, and Acting Chief Financial Officer of AB Inc. since April 2025. He has also been an Operating Partner at Apax since October 2024. From June 2023 to September 2024, he was President and Owner of Troia Consulting, LLC, a consulting services business in Tampa, Florida. From March 2023 to December 2023, he was Special Advisor at Depot Connection International, an industrial services company in Tampa, Florida. Mr. Troy was Chief Executive Officer of Boasso Global Inc., an international tank container company in Tampa, Florida, from July 2021 to March 2023. From August 2010 to June 2021, he was Chief Financial Officer for Quality Distribution, Inc., a transportation and logistics company in Tampa, Florida.

Chief Marketing Officer of AB Inc.: Kenneth Schweighofer

Mr. Schweighofer has been Chief Marketing Officer of AB Inc. since July 2024. From July 2022 to July 2024, he was a commercial property developer and investor including oversight with the development of Congregation Coffee in Germantown, Tennessee. From August 2021 to July 2022, he was Chief Marking Officer for ATI Restoration in Germantown, Tennessee. From January 2021 to August 2021, he provided individual consulting services for a variety of companies. Mr. Schweighofer was Vice President of Marketing for ServiceMaster Global Holdings, a franchisor of consumer services, in Memphis, Tennessee from August 2018 to December 2020.

Chief Development Officer of AB Inc.: Jordan Wilson

Mr. Wilson has been Chief Development Officer of AB Inc. since January 2025 and was Senior Vice President of Franchise Development of AB Inc. from January 2023 to January 2025. From January 2015 to December 2022, he was Senior Vice President, Franchise for Scorpion Marketing in Concord Township, Ohio.

Vice President of Franchise Development of AB Inc.: David Montanez

Mr. Montanez has been Vice President of Franchise Development of AB Inc. since May 2021. From June 2018 to April 2021, he was Senior Director, Franchise Sales of ServiceMaster Brands in Memphis, Tennessee.

Vice President of Franchise Development of AB Inc.: Joshua Minturn

Mr. Minturn has been Vice President of Franchise Development of AB Inc. since January 2023. From March 2020 to November 2022, he was Chief Development Officer for The Maids International, a residential cleaning franchisor, in Omaha, Nebraska.

Vice President, General Counsel and Secretary: Brian Balconi

Mr. Balconi has been our Vice President, General Counsel and Secretary since May 2021. He was Vice President and General Counsel and Secretary of our predecessor, BFP, from June 2019 to May 2021 and its Secretary from April 2020 to May 2021. Mr. Balconi has been Chief Legal Officer of AB Inc. since May 2019. Mr. Balconi is also the Chief Legal Officer, General Counsel, Vice President, Secretary and/or Assistant Secretary of a number of our other affiliates and their predecessors.

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Assistant General Counsel of AB Inc.: Lani Binnie

Ms. Binnie has been Assistant General Counsel of AB Inc. since January 2025 and was Legal Counsel of AB Inc. from May 2019 to December 2025.

President of BuyMax and ABP: Clare Perry

Ms. Perry has been President of ABP since December 2023 and the President of BuyMax since December 2022. She was BuyMax's Vice President of Sourcing from February 2020 to November 2022.

Unless otherwise provided in Item 2, each individual's employment described above is or was based in Columbia, Maryland.

ITEM 3
LITIGATION

Material Action Involving the Franchise Relationship – Litigation by Franchisor for Breach of Contract, Enforcement of Covenant-Not-To-Compete, Trademark Infringement, Unfair Competition, and Collections

Benjamin Franklin Franchising SPE LLC; One Hour Air Conditioning Franchising SPE, LLC; and Mister Sparky Franchising SPE, LLC v. David Michael Plumbing, Inc.; David Michael; and Karla Michael, Case No.: 24-CV-10286-JJCG-APP, U.S. District Court for the Eastern District of Michigan, filed February 2, 2024.

Benjamin Franklin Franchising SPE LLC v. Philco Services Group. Inc., Thomas Setteducato, Case No. 2:24-cv-01770-KNS, U.S. District Court for the Eastern District of Pennsylvania, filed April 26, 2024.

Concluded Actions

Benjamin Franklin Franchising, LLC v. Stampede Plumbing, L.L.C., et al., Case No.: 2020-42646, District Court of 152nd Judicial District, Harris County, TX. On July 17, 2020, our predecessor filed suit against a former franchisee, Stampede Plumbing, L.L.C., and its two owners, to enforce the terms of a settlement agreement reached in April 2018. Under the April 2018 agreement, Stampede agreed to pay us $1,000,000 in exchange for termination of Stampede's existing Franchise Agreements and a mutual release between the parties. The defendants defaulted on the payment obligations and we moved to enforce. Stampede's owners individually filed for bankruptcy. Franchisor entered into a settlement in the bankruptcy proceeding and filed for non-suit without prejudice which was granted on November 1, 2021.

Benjamin Franklin Franchising, LLC v. Stampede Plumbing LLC, Chris Stanfield and Linda Stanfield, Case No. 4:18-cv-002384, U.S. District Court for the Southern District of Texas, Houston Division. On July 11, 2018, our predecessor filed suit against a former franchisee, Stampede Plumbing LLC, and its two owners, Chris Stanfield and Linda Stanfield (collectively, "Stampede"), to enforce a settlement agreement that BFP had reached with Stampede in April 2018. Under the April 2018 agreement, Stampede agreed to pay our predecessor $1,000,000 in exchange for termination of Stampede's existing Franchise Agreements and a mutual release between the parties. The enforcement action was resolved by a second settlement agreement in which 1) Stampede agreed to pay BFP $1,000,000; 2) the Stampede Franchise Agreements were terminated; 3) Stampede agreed to entry of an Agreed Judgment of $2,500,000 in the event that Stampede fails to make payment in accordance with the parties' agreement; 4) Stampede agreed to de-identify and cease using any of our marks, or any similar marks; and 5) all claims between the parties were dismissed. The Court dismissed the case on December 14, 2018.

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VenVest Ballard, Inc., et al. v. Clockwork, Inc., et al., Case No. 5:14-cv-00195-MWF-EX, U.S. District Court, Central District of California. On January 31, 2014, related former franchisees of the One Hour, Mister Sparky, and BENJAMIN FRANKLIN PLUMBING brands (all owned by George Donaldson) sued our former parent company, Clockwork, Inc., and our affiliate, Clockwork IP, LLC (collectively "Defendants"). The lawsuit arose from a dispute over (1) whether a slogan used and purportedly owned by a Donaldson-owned company infringed our affiliates' trademarks; and (2) the enforceability of non-competition provisions in a contract separate from the Franchise Agreements. The complaint sought a declaratory judgment that the slogan did not infringe our affiliate's trademarks and that the non-competition provisions were void under California law. The complaint also alleged unfair competition. Subsequent pleadings added other franchisees as plaintiffs and claims for monetary damages. On May 8, 2015, the parties entered into a settlement in which 1) Donaldson agreed to remove the slogan from use and to cancel its registration; 2) Donaldson agreed to refrain from using any marks or other intellectual property similar to those of the One Hour system, including images of a clock, the phrase "on time", and any guarantees of payment or refund based on timeliness, 3) our affiliates agreed not to use any of Donaldson's customer information, and 4) all other claims between the parties were dismissed. On July 10, 2015, the court entered an order to close the case.

Benjamin Franklin Franchising, LLC v. On Time Plumbers, Inc., Case No. 8:14-cv-01209_JSM-AEP, U.S. District Court for the Middle District of Florida. On May 21, 2015, our predecessor filed suit against one of its Nevada franchisees, On Time Plumbers, Inc. ("OTP"), for declaratory relief to confirm that BFP could properly terminate OTP's Franchise Agreement for failure to open. BFP subsequently asked the court to rule that the employment of OTP's owner with a national competitor was a violation of the in-term non-competition provisions of the Franchise Agreement. This matter was resolved by agreement between the parties in which 1) the OTP Franchise Agreement was terminated; 2) OTP and its owner, George Donaldson, agreed not to use any of our marks, or any similar marks 3) Donaldson agreed to non-competition restrictions within the territory for 24 months; and 4) BFP paid Donaldson $50,000 towards OTP's purchase of the franchise. All other remaining claims between the parties were dismissed, and the parties filed a joint stipulation of dismissal on May 12, 2015.

Other than these actions, 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

Franchise Fee

The base initial franchise fee ("**Franchise Fee**") is $43,000 plus $0.43 for each person above 100,000 in the franchise territory ("**Additional Population Fee**").

As described below, we have discount and incentive programs for military veterans and active personnel; women and minority applicants; Conversion Franchises; our existing franchisees; existing franchisees of our affiliates; law enforcement officers and first responders; and existing AB Inc. employees. During the fiscal year 2024, we collected Franchise Fees (including any applicable Additional Population Fees) ranging from $0 to $76,700.

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Except as noted below, discounts or other incentive programs cannot be combined. Additional restrictions may apply. We may discontinue particular discounts or variations at any time without notice.

You must pay the Franchise Fee and any applicable Additional Population Fee in a lump sum when you sign the Franchise Agreement, unless you finance the Franchise Fee and any applicable Additional Population Fee as described in Item 10 of this disclosure document. The Franchise Fee and any applicable Additional Population Fee is not refundable under any circumstance.

Conversion Program for an Existing Plumbing Services Business

We offer special incentives to convert an existing Plumbing Services business to a Franchised Business ("**Conversion Incentive Program**"). Under the terms of the Conversion Incentive Program, you are required to pay $5,000 of the Franchise Fee in a lump sum ("**Conversion Down Payment**") at the time of signing your Franchise Agreement and we defer payment of the Franchise Fee and any applicable Additional Population Fee, less the Conversion Down Payment, for a period of five years. You may be eligible for forgiveness of up to 100% of the Franchise Fee, and any applicable Additional Population Fee, less the Conversion Down Payment, depending on the performance of the Franchised Business in the fifth year of operation after conversion, as compared to performance of the business in the year before conversion to the BENJAMIN FRANKLIN PLUMBING brand. To defer payment of the Franchise Fee and any applicable Additional Population Fee, less the Conversion Down Payment, you must sign the Promissory Note and Guaranty in Exhibit B to this disclosure document; please see Item 10 for details.

In addition to deferral and potential forgiveness of the Franchise Fee and any applicable Additional Population Fee, less the Conversion Down Payment, franchisees under the Conversion Incentive Program are eligible for the following benefits:

- Up to 4 vehicle wraps valued at up to $5,000 each, payable directly to a designated vendor;
- A $500 credit toward the purchase of marketing materials from a designated vendor;
- Up to a $500 credit toward the purchase of uniforms from a designated vendor;
- Reimbursement for the cost of installing exterior signs, subject to certain conditions and limitations; and
- Initial marketing services in an amount we determine, not to exceed $5,000.

These incentives only apply to the initial conversion of your Plumbing Services business. The incentives will not apply to any additional Territories that you add by signing an additional Franchise Agreement after the initial conversion of the Plumbing Services business. Any additional Franchise Agreements after the initial conversion will have Franchise Fees based on our standard Franchise Fee calculation as described in the first paragraph of this Item 5 and the Existing Franchisee Discount described below.

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Existing Franchisee Discount

If you are an existing BENJAMIN FRANKLIN PLUMBING franchisee or a franchisee of one of our affiliates and you (i) meet our qualifications for expansion, and (ii) are licensing an additional Territory from us (for which you are signing a separate Franchise Agreement), we will reduce the Franchise Fee and any applicable Additional Population Fee for the additional Territory by 30%. This discount currently applies to the second and subsequent franchise licensed from us. This discount does not apply to any transaction involving brokers or any third-party referral sources. See Item 12 for the definition of "**Territory**".

Military Discounts

We are a member of the International Franchise Association ("**IFA**"), and we participate in the IFA's VetFran® Program, which provides special financial incentives to qualified veterans. Pursuant to this program, we reduce the Franchise Fee and any applicable Additional Population Fee by 30% for all honorably discharged veterans of American and Canadian armed forces ("**Veterans Discount**").

If you are active personnel in the American or Canadian armed forces, we will reduce the Franchise Fee and any applicable Additional Population Fee by 30% ("**Active-Duty Discount**").

These discounts are for the first franchise only (first franchise of BENJAMIN FRANKLIN PLUMBING or any of our affiliates). In determining whether an individual qualifies for the applicable discount, we may be guided by the definitions used by applicable United States or Canadian government offices, but the decision remains ours.

Diversity Discount

We reduce the Franchise Fee by $5,000 for all minority owned and women-owned businesses. To qualify for the Diversity Discount, the Franchised Business must be at least partially owned by a woman or minority who meets our requirements to license a Franchised Business. This discount is for the first franchise only (first franchise of BENJAMIN FRANKLIN PLUMBING or any of our affiliates). In determining whether an individual qualifies for the discount, we may be guided by the definitions used by applicable United States government offices, but the decision remains ours. As of the date of this disclosure document, we have adopted the definition of "minorities" to include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American and Native Hawaiian; and members of other groups designated from time to time by the Small Business Administration.

Local Hero/First Responder's Discount

We reduce the Franchise Fee by $5,000 for all law enforcement officer, firefighter, doctor, nurse or emergency medical technician ("**EMT**")/paramedic-owned businesses. To qualify for this discount, the Franchised Business must be partially owned by an individual whose occupation is described above and who meets our requirements to license a Franchised Business. This discount is for the first franchise only and does not apply to any transaction involving brokers or any other third-party referral sources.

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Opening Deadline Extension Fee

You are required to open the Franchised Business to the public by the deadline specified in your Franchise Agreement (the "**Opening Deadline**"). If you request an extension of the Opening Deadline, we have complete discretion whether to give an extension. If we agree to an extension, we have the right to charge you an extension fee of up to $1,000 per month of extension. However, you will not be charged an extension fee if your request is accompanied by supporting documentation demonstrating to our satisfaction that, despite your best efforts, you are unable to obtain the necessary equipment to open and operate the Franchised Business by the Opening Deadline.

Pre-Opening Training Fees

Before the Franchised Business opens, the Key Person (see Item 15) and any Owners that we designate must attend and successfully complete the initial training program described in Item 11. There is no training fee for the Key Person and/or Owners we designate. However, if you request and we agree to accept extra trainees, we may charge you a fee of $300 per day per extra trainee. If applicable, the fee is due before the training session begins.

Uniformity of Fees

Initial franchise fees paid may not be uniform. In addition to the discount and incentive programs described in this Item, we may vary, reduce, negotiate, or make an exception to our standard Franchise Fee structure and/or payment terms related to mergers or other transactions, as well as for our existing franchisees or franchisees of our affiliates. For example, we may offer opportunities to license a franchise at a reduced initial fee to our or our affiliates' qualified existing franchisees in good standing. We may discontinue, modify, withdraw or reinstate any such opportunities or variations to initial fees without notice to you at any time.

ITEM 6
OTHER FEES

Type of Fee [1]	Amount	Date Due	Remarks
Royalty Fee	6% of Gross Revenue or $1,500 per month (the "**Minimum Royalty**"), whichever is greater.	Semi-monthly, unless we designate a different period	See Note 2 for the definition of "**Gross Revenue**." See Note 3 for an explanation of the Minimum Royalty and the Royalty Fee payment schedule.

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Type of Fee [1]	Amount	Date Due	Remarks
Brand Fund Contribution	Currently, the contribution is based on your Gross Revenue for the calendar year and is payable according to the following schedule: 1.5% of the first $5,000,000 of Gross Revenue in the then-current calendar year; *then* 1.25% of Gross Revenue in excess of $5,000,000 and up to $10,000,000 in the then-current calendar year; *then* 1% of Gross Revenue in excess of $10,000,000 and up to $15,000,000 in the then-current calendar year; *then* 0.75% of Gross Revenue in excess of $15,000,000 and up to $20,000,000 in the then-current calendar year; *then* 0% with respect to Gross Revenue in excess of $20,000,000 in the then-current calendar year. For purposes of calculating your contribution, our current policy is to combine your Gross Revenue in all contiguous territories. We may discontinue or modify this policy at any time.	Same as Royalty Fee	The purpose of the Brand Fund is to support general development and recognition of the BENJAMIN FRANKLIN PLUMBING brand. Under the current methodology, your Brand Fund Contribution rate reverts to 1.5% of Gross Revenue at the start of each calendar year. We have the right to change the contribution, provided that it does not exceed 4% of Gross Revenue.
Brand Fund Materials	Our costs	As invoiced	Payable only if we reproduce or customize Brand Fund materials for you.

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Type of Fee [1]	Amount	Date Due	Remarks
Local Marketing ("**LM**") and/or Cooperative	We recommend, but do not require, that you spend at least 8% to 12% of Gross Revenue annually on LM. However, if you fail to achieve your Minimum Performance Requirements (see Item 12), we may require you to spend at least 8% of Gross Revenue on Local Marketing during each of the following 12 months.	Monthly	You will generally pay vendors, media outlets, etc. directly for LM. We reserve the right in our sole discretion to designate certain LM services to be purchased through designated vendors. However, we may require you to pay the funds to us, and we will spend the funds on your behalf. If you participate in a Cooperative, the amount we require you to spend or contribute to the Cooperative will, at our option, be credited to your LM and/or Brand Fund Contribution obligations.
Grand Opening Marketing	$18,000 beginning 30 days prior to opening your Franchised Business through 60 days after opening your Franchised Business (average of $6,000/month) ("**Grand Opening Marketing**").	As incurred	You are required to conduct grand opening for your Franchised Business. Generally, these amounts will be payable directly to third-party suppliers and/or vendors; however, we reserve the right to collect all or a portion of these funds and spend them on your behalf.
Territory Infringement Fee	First Violation: Written Warning Second Violation: 15% of the Gross Revenue of the service provided as part of the infringement Third Violation: 50% of the Gross Revenue of the service provided as part of the infringement Fourth and Subsequent Violations: 100% of the Gross Revenue of the service provided as part of the infringement	Within 5 days after your receipt of notice of violation	Territory infringement occurs when you generate Gross Revenue from a customer for products and/or services rendered within the territory of another Franchised Business without first obtaining that franchisee's written permission. The total violations count is cumulative regardless of where and when the violations occur. See Note 4 for information on additional actions we may take for the fourth and subsequent violations. We have the right to change the Territory Infringement Fee from time to time.

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