

FRANCHISE DISCLOSURE DOCUMENT

 <p>The logo for Whole Property Management features the word "whole" in a bold, orange, lowercase sans-serif font. A yellow checkmark is integrated into the letter "o". Below "whole" is the phrase "PROPERTY MANAGEMENT" in a smaller, orange, uppercase sans-serif font.</p>	<p>Whole PM Holdings, LLC A Virginia Limited Liability Company 780 Lynnhaven Pkwy Suite 240 Virginia Beach, VA 23452 www.WholePM.com tyler@wholepm.com (888) 268-0321</p>
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We offer a franchise opportunity to establish and operate a property management business.

The total investment necessary to begin operation of a Whole Property Management franchise is \$40,750-\$65,000. This includes \$35,000 that must be paid to the franchisor or affiliate.

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 Kelly Wyatt at 780 Lynnhaven Pkwy Suite 240, Virginia Beach, VA 23452, telephone (888) 268-0321.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or 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.

Issuance date: June 24, 2025

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Virginia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Virginia than in your own 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 mandatory minimum royalty or advertising fund ~~contributions~~ payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise business 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 ability to use this trademark in your area is challenged, you may have to identify your business and its products or 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. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, the terms “we,” “us,” “our,” and “Whole Property Management” refer to Whole PM Holdings, LLC d/b/a Whole Property Management (“Whole Property Management”), the Franchisor. The terms “you” and “your” refer to the person or entity that buys this franchise, including any guarantors.

The Franchisor

We are a Virginia Limited Liability Company formed on April 29, 2025. Our principal business address is 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452. We do business under our corporate name and the name Whole Property Management.

We have offered Unit franchises since June 2025.

We do not operate a business of the type you are being offered, and we do offer franchises in other lines of business. At times, we may acquire and operate a franchised outlet and run it as a company store.

Exhibit B contains our agents for service of process.

Parents and Predecessors

Loyalty, LLC (“Loyalty”) is our parent company. It was formed on November 6, 2017, as a Virginia Limited Liability company. Loyalty’s principal place of business is also located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452. Loyalty does not conduct a business of the type being franchised nor has it offered franchises in any other line of business.

We do not have any predecessors.

Affiliates-Property Management

We have an affiliate, Refined Property Management, LLC d/b/a Whole Property Management (“Whole PM CO”), formed July 5, 2016, with a principal business address of 3550 W. 38th Ave Ste 12, Denver, CO 80211. Whole PM CO [does not provide products or services to franchisees.](#) [Whole PM CO](#) has operated a business of the type being franchised since 2017. Whole PM CO does not offer franchises in any line of business.

Affiliates-Other Brands

We have an affiliate, ATAX LLC d/b/a ATAX, formed on February 20, 2019, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. ATAX offers franchise opportunities for retail tax, bookkeeping and payroll office. ATAX LLC also offers franchise opportunities for Area Representatives to recruit and support unit franchisees. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2019. As of December 31, 2024, ATAX had 116 Unit franchises and 35 Area Representative franchises.

We have an affiliate, The Inspection Boys Franchise USA LLC d/b/a The Inspection Boys, formed on December 19, 2020, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. The Inspection Boys offers franchise opportunities for commercial and residential inspection services. The Inspection Boys also offers franchise opportunities for Area Representatives to recruit and support unit franchisees. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2020. As of December 31, 2024, The Inspection Boys had 15 Unit franchises and 1 Area Representative franchise.

We have an affiliate, Zoomin Groomin USA, LLC d/b/a Zoomin Groomin, formed December 30, 2020, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452. Zoomin Groomin offers unit franchise opportunities for pet grooming services. Zoomin Groomin also offers franchise opportunities for Area Representatives to recruit and support unit franchisees. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2020. As of December 31, 2024, Zoomin Groomin USA, LLC had 131 Unit franchises and 37 Area Representative franchises.

None of the Affiliates listed above operate a business of the type being franchised, operate a business in any other line of business, nor have they offered franchises in any other line of business.

The Franchise Offered

The franchise offered is to establish and operate a property management business. (“Franchised Business”).

The Franchised Business does business under the trade name Whole Property Management and other related service marks, trademarks, or logos (our “Marks”). The franchise may be operated from a retail location or from a home-based location. The franchise operates using our standards, methods, procedures, and specifications, called our “System.”

Market and Competition

The market for your services and products is the general public. In most areas, the market is developed. Sales are year-round.

Your Franchised Business may have to compete with other businesses offering services and products similar to those that you will offer, including franchised operations, national chains, and other independently owned companies.

Industry Specific Regulations

Your Franchised Business will be subject to various local, state, and federal laws and regulations, including those specific to property management businesses. You, or your designated General Manager, may be required to obtain and maintain a real estate broker license or other applicable licenses as mandated by your state. In some jurisdictions, the franchise-owning entity and the individual broker may be required to hold separate licenses.

DOJ. Although he is referenced in the court's order, John T. Hewitt was not a named party to this case.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

You must pay us an Initial Franchise Fee of \$35,000 in a lump sum.

If you are an existing franchisee of one of our affiliate brands, you must pay us an Initial Franchise Fee of \$10,000.

We offer a 10% discount of the Initial Franchise Fee to all qualified veterans and first responders.

Roll-In Discount: If you have an existing property management business with 20 or more properties under management, and you ~~agree to~~ will be required to convert them to your Whole PM Franchised Business, you must sign the Brand Conversion Addendum (Schedule 4 to the Franchise Agreement) and we will discount the initial franchise fee up to a maximum discount of 50% as follows (the "Roll-In Discount"):

Number of Properties being Rolled-In	Percent Discount on Initial Franchise Fee
20-50	20%
51-100	30%
101-150	40%
150+	50%

The initial fees are due to us in full when you return signed copies of your Franchise Agreement.

The initial franchise fee is fully earned and nonrefundable upon signing the franchise agreement and receipt of the funds by us.

Except as described in this Item 5, the Initial Fees are uniformly imposed.

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ITEM 6. OTHER FEES

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Royalty Fee	The greater of 5% of Gross Revenues or \$350 per month. (Note 3)	Payable the 5 th of the month as the prior month's Gross Revenues	See Note 4 for the definition of Gross Revenues.
National Advertising Fee	2% of Gross Revenues	Monthly	You will agree to pay to us the Advertising Fee to support our advertising program.
Technology Fee	Up to \$250 per month, currently \$50	Monthly	You will agree to pay fees for technology provided to you.
Update or Additional Training Fee (Note 5)	\$0 (Note 5)	At time of training	A fee is only charged if you request non-standard assistance.
Insufficient Funds Fee	\$50 per transaction	As incurred	You will agree to pay this fee to us if an electronic transfer or other payment from you to us is declined.
Late fee	\$50	10 days after billing	You must pay a late fee for each past due payment in addition to the interest disclosed above.
Interest	12% per annum	As invoiced	Owed on past due amounts.
Credit Card Processing Fee	Actual amount charge imposed by third-party credit card processor, currently 2.9% + 0.30 cents	As incurred	Payable if you elect to pay any sums to us by credit card.
Testing/ Inspection Fees to Approve a Supplier	\$100/hour plus any costs incurred	When incurred	You must pay this fee to us if you request us to test and inspect a new supplier.
Transfer Fee	\$5,000 for a transfer of the franchise or a majority interest in it. \$2,500 upon transfer of minority interest.	Due before transfer.	We must approve the transfer.

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Audit Fee	Our Actual expenses incurred to perform cost of Audit plus interest on any late payment	Immediately upon conclusion of audit	Payable if an audit discloses an underreporting of Gross Revenues or underpayment to us by 2% or more.
Customer Refunds	The amount of any fee we refund to a customer	As invoiced	If you do not resolve a customer service complaint and we believe a reasonable basis exists for a refund to the customer of all or a portion of the customer fees, we will may make the refund and bill you. You agree to will pay the charges.
Third party charges we incur on your behalf	Actual amount of charge	At time of expense	If we incur third party charges on your behalf, you agree to must reimburse us for any such charges.
Sales, Excise, or Gross Receipts tax	Actual amount of tax paid	At time of payment of fees to us which are subject to any tax	You must reimburse us for any tax we pay on any fee imposed on you.
Indemnity	Actual loss sustained	At time of loss	You must indemnify us from any loss caused by your operation of the Franchised Business.
Assistance Fee in the event of death or incapacity	Our actual expenses plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Franchised Business.	At time of expense	We are entitled to this fee if we must operate your franchise due to your death or incapacity.
Attorney Fees and Costs	Actual amount incurred	At time of expense	If we are the substantially prevailing as to any Claims you agree to will pay our costs and attorney fees.

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Insurance	All premiums, costs and expenses we incur, plus a reasonable fee for our time, <u>not to exceed \$1,000.</u>	As incurred	If you fail or refuse to obtain and maintain the insurance we require, we will may obtain such insurance for you, and you shall reimburse us for all premiums, costs, and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

Note 1: Except where otherwise specified, we uniformly impose and collect all the fees in this table, you pay them to us, and we do not refund them. We may adjust all fixed dollar amounts under the Franchise Agreement for inflation and increased costs once a year by up to 20%.

Note 2: Before you ~~can~~may open for business, you must sign and deliver to us all bank documents needed to permit us to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We require you to execute an Automatic Bank Draft Authorization and pay most fees to us via ACH electronic funds transfer. See Schedule 2 to the Franchise Agreement.

Note 3: You will pay 5% of Gross Revenues beginning on the Effective Date, however, you will not be required to pay the \$350 minimum royalty until 91 days after the Effective Date. If you have an existing property management business with 10 or more properties under management, and you ~~agree to~~will be required to convert them to your Whole PM Franchised Business, we will waive Royalties for the converted properties for 36 months. See Brand Conversion Agreement, Schedule 5 to the Franchise Agreement.

Note 4: “**Gross Revenues**” is defined as all revenues that you derive or receive, directly or indirectly, from the operation of the Franchised Business, excluding only sales and use taxes.

Note 5: **Update or Additional Training.** Update or additional training ~~can~~may be obtained from us via phone, video conference, and webinar. There is no charge for remote assistance. However, if additional assistance is requested onsite, then you must pay us an agreed upon fee based on the training requested, as well as any per diem travel costs which will include any necessary transportation, lodging and meals.

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*The initial fees listed above that are paid to us are nonrefundable as paid. Whether such fees paid to third parties are refundable would depend upon their policies.

Note 1 – Initial Franchise Fee. We base the table above on the purchase of a single franchise. We disclose possible discounts on the initial franchise fee in Item 5.

Note 2 – Travel and Living Expenses to Attend Initial Training. These are the estimated expenses to attend initial training.

Note 3 - Leasehold Improvements. You are not required to lease a commercial location. The low end assumes that you will not require leasehold improvements. The cost of leasehold improvements depends upon the condition and size of the leasehold, the local cost of contract work, and the location of the Franchise. This amount will vary based on the condition of the existing location and the additional work needed.

Note 4 – Rent and Security Deposit. You are not required to lease a commercial location. The low end assumes that you will not have a lease. The amount of rent that you will incur will vary in the different market areas. We estimate rent for the first three months plus a security deposit for one month's rent.

Note 5 – Signage. We provide estimates for exterior signage for a retail location. The low end assumes you will not have a retail location. The type of signage allowed varies depending on city ordinances and landlord preferences. Your signage needs and costs will vary.

Note 6 – Furniture, Fixtures, and Equipment. We recommend having 5-10 standard lockboxes and “For Rent” signage. You willmay also want 5-10 Codeboxes for self-tours. The high end assumes you will need additional furniture, fixtures, and equipment for a leased location.

Note 7 – Computers and Software. You must comply with our computer hardware, software, and POS specifications, which we have outlined in Item 11.

Note 8 – Grand Opening Advertising. You are not required, but you may wish tocan engage in a Grand Opening Advertising campaign to draw attention to the opening of your business.

Note 9 – Insurance. You will need insurance, as we describe in detail in Item 8.

Note 10 – Licenses, Permits, and Certifications. These are the estimated costs of obtaining the required licenses and permits to operate your business. Some costs willmay vary depending on the location of the Franchised Business.

Note 11 – Professional Expenses. You may incur professional legal and accounting fees to assist with your entity setup, licensing, and other legal and accounting issues.

Note 12 – Additional Funds-90 Days. Additional funds are to pay for miscellaneous expenses and to maintain sufficient working capital. The estimate of additional funds does not include employee salary or an owner's salary or draw. We do not include any payroll expenses because

we anticipate that you will not have employees during your first three months in operation as you launch the Franchised Business. We base this estimate on our management team's years of industry experience.

Note 13 – Total. Does not include royalties, advertising, technology, interest expenses, or taxes.

Note 14 –We do not offer financing directly or indirectly for any part of the initial investment.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased:

Advertising and Marketing. You must use advertising material per our specifications, or we must approve the advertising in writing before its use. You ~~may be~~must required to purchase branded items or marketing services ~~from a designated supplier~~pursuant to our specifications.

Computer Hardware, Software, and Subscriptions. You must purchase the computer hardware, software, and subscriptions we specify, which may include a vendor designation. We require you to use the point-of-sale equipment and credit card processing services that we specify, which may include vendor designations. You must purchase Customer Relations Management (“CRM”) software from a designated supplier.

Equipment and Signage. You must purchase equipment and signage, as applicable to your location, pursuant to our specifications,~~which may include a supplier designation.~~

Insurance. You must purchase and maintain the insurance that we specify or as required by state law. All policies must name us and our designated affiliates as additional insured, and you must furnish us with proof of coverage. Certificates of insurance must be sent to us annually. You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier rated A- or better, subject to our approval, not to be unreasonably withheld. Here are our present insurance specifications:

General Liability Insurance	\$500,000	Per Occurrence
	\$1,000,000	In the Aggregate
Business Property Insurance	\$50,000 (or more depending on the value of your business property)	Per Occurrence
Workmen’s Compensation	As required by law	Per Employee
Automobile Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate

You may elect to have reasonable deductibles for the coverages described above. We may modify our insurance requirements during the term of your Franchise Agreement, and any modifications will be communicated to you in our Manual or otherwise in writing.

Whether We or Our Affiliates are Approved Suppliers

We are an approved supplier of advertising material, but we may not be the only approved supplier of such items.

Our affiliates are not currently an approved supplier of goods or services to franchisees.

Officer Interest in Suppliers

Our officers, James Tyler Howell and John Hewitt, own an interest in us.

Alternative Suppliers

We do not maintain written criteria for approving suppliers; thus, these criteria are unavailable to you or your proposed supplier. We permit you to contract with alternative suppliers if we approve them ~~and they meet our criteria~~. We charge \$100 an hour plus any costs incurred to test another supplier that you propose. If you wish to propose to us another supplier, you may submit the proposed supplier that you wish for us to consider in writing. Your request must include sufficient specifications, photographs, drawings and other information and samples to enable us to determine whether supplier meets our specifications. Your request must also provide confirmation that the supplier is financially sound and carries adequate liability insurance. We will examine the quality of the items and the supplier's ability to supply a sufficient quantity in a timely way with good customer service to determine whether to consider adding the supplier to our list of approved vendors. If we have not responded to a written request for approval of an alternate supplier within 30 days, then the request is disapproved. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications

We issue and modify specifications and standards to franchisees or approved suppliers through our Operations Manual or informational bulletins ~~from time to time~~.

Revenue from Required Purchases or Leases

We may derive revenue or other material consideration from required purchases or leases by you. Our affiliates do not earn revenue or other material consideration from required franchisee purchases or leases.

For the fiscal year ending December 31, 2024, we did not earn revenue or other material consideration from required purchases or leases by franchisees.

Required Purchases as a Proportion of Costs

We estimate that approximately 60-80% of your expenditures for leases and purchases in establishing your Franchised Business will be for goods and services that must be purchased from us, an Affiliate, an approved supplier, or from another party according to our standards and specifications. We estimate that approximately 10-20% of your expenditures on an ongoing basis will be for goods and services that must be purchased either from us, an Affiliate, an approved supplier or another party according to our standards and specifications.

Supplier Payments to Us

We currently do not receive rebates, payments or other material benefits from suppliers as a result of purchases or leases by Franchisees but ~~we reserve the right to~~ can do so in the future.

We did not receive any supplier rebates for the fiscal year ending December 31, 2024, ~~but we may do so in the future.~~

Purchasing or Distribution Cooperatives

Currently, we do not have any purchasing or distribution cooperatives.

Purchase Arrangements

We do not ~~currently, but may~~ negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees.

Material Benefits

We do not provide material benefits to you based on your purchase of products or services or use of suppliers. However, we can terminate your Franchise Agreement if you do not comply with our supplier standards, if any, as defined in the Manual. In addition, you must be in compliance with your Franchise Agreement to be eligible to renew it.

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approved if we do not approve or disapprove within 30 days. We do not own the premises or lease them to you. We do not assist in conforming the premises to local ordinances and building codes or obtaining any required permits or construction, remodeling, or decorating the premises. (Franchise Agreement, Section 5.2). It is your responsibility to conform the premises to federal, state or local ordinances, building codes, licensing requirements and obtain any required permits. (Franchise Agreement, Section 6.2(b)).

Assistance to obtain equipment, signs, and supplies. We provide our criteria and guidance to obtain equipment, signs, and supplies. Otherwise, we provide the names of approved vendors or specifications for these items. We do not deliver or install these items. (Franchise Agreement, Section 5.3).

Operations Manual. We provide access to our Operations Manual (“Manual”) to offer guidance in operating your Franchised Business. (Franchise Agreement, Section 5.4).

Length of Time Before Opening. The typical length of time between signing your Franchise Agreement and the opening of your outlet is 2 months. You must begin operations and be open for business no later than 180 days from the time both parties execute the franchise agreement. (Franchise Agreement, Section 6.3).

Factors that can affect the time length in which to be open for business include: the time needed to (1) complete training; (2) obtain financing; (3) obtain licenses and permits; and (4), if applicable, acquire a lease and install furniture, fixtures, equipment, and signage.

During the Operation of the Franchise:

Operational Support. We offer assistance with operating problems and issues that you may encounter, including assistance in developing services to offer your customers. (Franchise Agreement, Sections 5.4, 5.5 & 9.3).

Establishing Prices. We may make pricing recommendations based on industry-wide standards and the rates in the particular market as part of the initial and ongoing training. We may also include such pricing recommendations in the Manual. (Franchise Agreement, 5.4)

Computer Hardware and Software. We specify computer hardware and software to assist in operating your Franchised Business. You must always use the CRM scheduling software we designated, which may change ~~from time to time~~ as new products are offered and technology develops. (Franchise Agreement, Section 5.6).

Additional Training or Seminars. We may offer additional training, seminars, and webinars, which may require your attendance. You must pay for any travel and living expenses to attend. If you request or are required to undergo additional training other than training scheduled by us, you must pay us and pay for all related expenses to attend. (Franchise Agreement, 5.7).

Marketing Support. We approve advertising you provide to us and offer marketing assistance and support. (Franchise Agreement, Section 7).

Advertising Program and Fund:

Marketing Fund. You ~~agree to~~will contribute 2% of your Gross Revenues to our Marketing Fund. Franchisor or affiliated owned outlets may not be required to contribute to the Fund. We administer the Fund. The Fund is not audited. Unaudited financial statements will be made available to you upon written request. (Franchise Agreement, Section 7.3).

If not all Fund fees are spent in the fiscal year in which they accrue, we will carry over those fees and apply them to the next fiscal year.

In our last fiscal year ending December 31, 2024, we did not raise any Marketing Fund fees.

We will not use Fund fees to solicit new franchise sales.

Our Obligation to Conduct Advertising. We use monies in the Marketing Fund to advise you on the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may conduct local, regional, or national advertising. We may produce advertising material in-house or through outside national or regional agencies. We are not required to spend any amount on advertising in your area or Territory. (Franchise Agreement, Section 7.4).

Corporate Website. We will develop and maintain a website that contains your Franchised Business's contact information. (Franchise Agreement, Section 7.5).

Digital Marketing. We may create, operate and promote websites, social media accounts (including but not limited to Facebook, X, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, the Franchised Business, and franchise opportunities. We have the sole right to control all aspects of any digital marketing including all digital marketing related to your Franchised Business. (Franchise Agreement, Section 7.6).

Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor. (Franchise Agreement, Section 7.7).

Use of Your Own Advertising. You may use your own advertising materials provided that you submit them to us, and we approve them in writing, and they adhere to federal, state, and local law. If our written approval is not received within 15 days from the date we received the material, the material is deemed disapproved. You must stop using any advertising immediately upon our request. You must participate in all promotional programs that we create, offer or advertise. (Franchise Agreement, Section 7.8).

Private Websites & Email. You are not allowed to have an independent website, social media accounts, or obtain or use any domain name (Internet address) for your Franchised Business, without first obtaining our written approval. You are also not allowed to utilize any other email

other than the email provided by us to deliver services by your Franchised Business. (Franchise Agreement, Section 7.9).

Advertising Council. We ~~intend to establish a Franchisee Advisory Council (“FAC”) composed of franchisees that advise us on operational and advertising policy. We will select the members. The FAC will serve only in an advisory capacity. We can form, change, or dissolve the advertising council. (Franchise Agreement, Section 7.16)~~ do not have an advertising council.

Advertising Cooperative. You are not required to participate in a local or regional advertising cooperative. (Franchise Agreement, Section 7.17).

Computer and POS System.

You must comply with our computer hardware, software and POS specifications as provided in our Manual. (Franchise Agreement, Section 6.10). At present, we require you to have the following hardware and software:

Hardware.

Hardware	Approximate Cost
1 desktop or laptop computer with internet access	\$1,000-\$2,500

Software.

You will also need to subscribe to such monthly or yearly software subscriptions as we may require in the manual. Presently the following software is specified or recommended:

Software Name	Nature	Approximate Cost per month
Buildium	Property Management Software	\$200/month w/ Tenant Turner add-on
Tenant Turner Codebox	Monthly subscription for cellular self-tour lockboxes (\$5/mo each)	\$25/month
Leadsimple	Customer Relationship Management platform	\$115/month

Neither we nor our affiliates nor any third party have any obligation to provide ongoing maintenance, repairs, upgrades, or updates. You must maintain your computer systems in good working order and must replace, update, or upgrade your hardware systems as we require. There are no contractual limitations regarding the frequency or costs of required upgrades or updates relating to the computer system. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts for your computer systems is approximately \$500.

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.

You and other franchisees may solicit and transact business in any jurisdiction in which you or they are licensed. You may solicit and accept orders from customers outside your territory, including through other channels of distribution such as the internet, catalog sales, telemarketing, or other direct marketing. You must engage in any internet, social media, or other marketing solely pursuant to our guidelines.

~~Continuation of your territorial rights in the franchise agreement does not depend on achieving a certain sales volume, market penetration, or other contingency, and we may not alter your franchise territory, even if there is a population increase in your territory.~~

We or an affiliate reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept orders within your territory using our principal trademarks, however, we would usually direct inquiries for services from within your territory to your outlet. We or an affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement. We are not obliged to compensate you for soliciting or accepting orders from inside your territory.

We ~~reserve the right to~~can own, develop, acquire, be acquired by, merge with, or otherwise engage in any transaction with another businesses (competitive or not), which may offer products and services like your Franchised Business and may have one or more competing outlets within your Territory, however, we will not convert any acquired business in your Territory to a franchise using our primary trademarks during the Term of your Franchise Agreement.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark in which such business sells or will sell goods or services similar to those you will offer, but we ~~reserve the right to~~can do so.

ITEM 13. TRADEMARKS

The Franchise Agreement licenses to you the right to use the following principal trademarks (“Marks”) registered or applied for with the U.S. Patent and Trademark Office (“USPTO”):

Mark	Principal or Supplemental Register of the USPTO	Serial/Registration Number	Registration Date
WHOLE PROPERTY MANAGEMENT	Principal	99195727	Pending Not Registered Applied for May 21, 2025
	<u>N/A</u>	<u>N/A</u>	<u>Not Registered</u>

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

Since our Marks are not yet registered, We have filed all there are no required affidavits and renewals for registered Marks required.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by us. There is no pending material federal or state court litigation regarding our use or ownership rights in the Marks.

There are no currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us in writing. We are not required to take affirmative action when notified of these uses or claims.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If, in our sole discretion, we discontinue or modify our Marks, you must adopt and use any new marks as required by us. Any expenses you incur because of adopting and using these marks are your responsibility.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks anywhere.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not currently hold any patents or have any pending patent applications that are material to this franchise. We claim copyrights to our Operations Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights.

There are no currently effective determinations of the U.S. Copyright Office or any court or any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow you to use the copyrighted materials.

We do not have an obligation in the Franchise Agreement to protect our copyrights, ~~but we intend to do so~~. We will remain in control of any such litigation. We are not required to participate in the defense of, or indemnify you for expenses or damages in, a proceeding involving a copyright licensed to you. We may modify or change the copyrighted materials and compel you to accept and adopt such modifications or changes at your expense. We know of no superior rights or infringing uses that could materially affect your use of the copyrighted materials.

We claim proprietary rights in our Operations Manual and business methods. You must use these items per the terms of your Franchise Agreement. We consider all of these items confidential and proprietary.

You will not directly or indirectly disclose, publish, disseminate, or use our “Confidential Information” except as authorized in the Franchise Agreement.

“Confidential Information” means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, Customer Data, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

“Customer Data” is considered Confidential Information and includes all information about Customers that may be collected in connection with their use of your services, including, but not limited to, name, telephone number, address, and email address.

You may use our Confidential Information to perform your obligations under the Franchise Agreement, but in doing so you will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information. We may share performance data of your Franchised Business between us, our employees and affiliates, our franchisees and their employees. You ~~will agree to~~ keep such performance data confidential.

Upon termination of your Franchise Agreement, you must return to us our Manuals and any Confidential Information, including Customer Data. You may never - during the initial term, any renewal term, or after the Franchise Agreement expires or is terminated - reveal any of our Confidential Information to any other person or entity or use it for the benefit of any other person or business.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are required to participate personally in the direct “on premises” operation of the Franchised Business or have a General Manager who attends and successfully completes our initial training to our satisfaction. Any replacement General Manager must also attend and successfully complete our initial training to our satisfaction. Any General Manager must also sign a Confidentiality and Non-Compete Agreement as we may specify, subject to state law. A General Manager is not required to have any equity interest in the franchisee’s business.

All owners of this franchise must guarantee the obligations under the Franchise Agreement and are subject to a covenant not to compete along with confidentiality requirements.

You ~~agree to will~~ accurately and completely furnish us the names, contact information, and ownership percentage of anyone who owns an interest in the Franchised Business. No change to the owners or ownership percentages is permitted without our prior written consent.

~~Your Franchised Business must be open such days and hours as we specify in the Manual or other informational bulletin, and the days and hours may change.~~

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale through your Franchised Business only the services and products as specified by us and such products and services that we have approved in writing. You may not sell any goods or services that we have not authorized or approved.

You are required to sell all goods or services that we authorize, unless prohibited by your applicable local law, or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of previously approved goods or services, in which case you must immediately stop selling the revoked services or products.

~~For the duration of your franchise agreement, you may not offer competitive services in the states and territories of the United States unless you receive our prior written consent.~~

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Provision	Section In Franchise Agreement	Summary
		us; cancel or assign telephone numbers and advertising listings to us; assist in purchase of your assets, at our option; return Manual and Confidential Information to us; cancel fictitious names; adhere to the post-term covenants not to compete or solicit; adhere to other post term duties; execute any necessary documents.
j. Assignment of contract by franchisor	14.1	We may assign to a successor in interest who remains bound by terms of Agreement.
k. "Transfer" by franchisee–defined	14.2	Includes transfer of Franchise Agreement, any interest of the Franchise Agreement, or substantially all assets of the Franchised Business.
l. Franchisor approval of transfer by franchisee	14.2	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	14.5	You must be: current in monetary obligations; in compliance with the Franchise Agreement; execute any transfer, amendment, or release forms we may require; provide to us a copy of the proposed transfer documents; transferee must meet our criteria; transferee must execute our then-current Franchise Agreement; pay to us the Transfer Fee; transferee must satisfactorily complete our initial training program; comply with the post-termination provisions; transferee must obtain necessary licenses and permits; obtain any lessor approval for transfer; the transfer must be made in compliance with any laws that apply to the transfer; the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation; -you must request that we provide the prospective transferee with our current franchise disclosure document.
n. Franchisor's right of first refusal to acquire franchisee's business	14.6	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Franchised Business.
o. Franchisor's option to purchase franchisee's business	14.6	We have a right to purchase your furniture, equipment, signage, fixtures, and supplies post-termination.

Provision	Section In Franchise Agreement	Summary
p. Death or disability of franchisee	15	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
q. Non-competition covenants during the term of the franchise	12.1,	No competition allowed in the United States and its territories.
r. Non-competition covenants after the franchise is terminated or expires	12.2-12.4, 13	You may not compete or solicit any customer in the Territory or within 25 miles of the Territory (or any other outlet of ours) for 2 years.
s. Modification of the agreement	5, 16	No modifications except to Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the Agreement.
t. Integration/merger clause	18	Only the terms in the franchise agreement are binding (subject to federal or state law). Any representations or promises outside of the Franchise Disclosure Document and other agreement may not be enforceable. <u>Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.</u>
u. Dispute resolution by arbitration or mediation	19.9	You must first attempt to resolve Claims against us through mediation. You must arbitrate claims against us.
v. Choice of forum	19.2	Where our corporate headquarters are located, presently Virginia Beach, Virginia (subject to applicable state law).
w. Choice of Law	19.1	Virginia law governs (subject to applicable state law).

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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In addition, there are financial differences. A franchised outlet would incur Royalties (5% of Gross Revenues) and National Advertising Fees (2% of Gross Revenues).

Gross Revenue means all revenues that you derive or receive, directly or indirectly, from the operation of the Franchised Business, excluding only sales and use taxes.

Total Expenses means all expenses incurred in operating the business.

Net Profit represents Gross Revenue minus Total Expenses.

Net Profit Plus Add Backs means Net Profit with the Owner's Salary and Owner Distributions added back.

Adjusted Net Profit as if a Franchised Outlet means the Net Profit Plus Add Backs less expenses that would have been incurred if this were a franchised outlet, namely Royalties and Local Advertising.

Written substantiation for this financial performance representation is available to you upon reasonable written request.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you will earn as much.

Other than the preceding financial performance representation, ~~we-Whole PM Holdings, LLC~~ does 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 Tyler Howell at 780 Lynnhaven Pkwy Suite 240, Virginia Beach, VA 23452, (888) 268-0321; the Federal Trade Commission; and the appropriate state regulatory agencies.

[remainder of page intentionally left blank]

Exhibit F contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Restrictions on Ability to Speak. During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing their experiences as a franchisee in our franchise system with you.

We do not know of any trademark-specific franchisee organization associated with the System.

ITEM 21. FINANCIAL STATEMENTS

Exhibit G contains our audited financial statements as of May 31, 2025, [as well as our unaudited Balance Sheet as of August 31, 2025, and our unaudited Profit & Loss Statement for the time period January 1, 20205 – August 31, 2025.](#) We have not been in business for three years and so cannot include all financial statements required by the FTC Franchise Rule. Our fiscal year end is December 31.

ITEM 22. CONTRACTS

The proposed agreements regarding this franchise offering are included as exhibits to this Disclosure Document as follows:

- C. Franchise Agreement
 - Schedule 1-Territory
 - Schedule 2-Automatic Bank Draft Authorization
 - Schedule 3-Internet Assignment Agreement
 - Schedule 4- Lease Rider
 - Schedule 5- Brand Conversion Addendum
 - Schedule 6- State Addenda to the Franchise Agreement
- D. Release

ITEM 23. RECEIPTS

Exhibit J contains two copies of a Receipt of our Disclosure Document.

The franchise agreement requires binding arbitration. The arbitration will occur in Virginia Beach, Virginia, with the costs being borne according to the Rules for Commercial Arbitration of the American Arbitration Association. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at www.WholePM.com

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

The highest interest rate allowed by law in California is ten percent (10%) annually.

Section 31512.1 Franchise Agreement Provisions Void as Contract to Public Policy: Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, Any provision of a franchise agreement, franchise disclosure document, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee; (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents; (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto; (d) Violations of any provision of this division.

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.

Initial Fee Deferral:

Item 5 of the Disclosure Document is amended by adding the following:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.w. is modified to provide that Illinois law governs the Franchise Agreement.

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

3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act **or any other law of the State of Illinois** is void.

4. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. 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.

6. Initial Fee Deferral.

Items 5 and 7 are modified to also provide that we defer collection of all initial fees until we have satisfied our pre-opening obligations to you and you have commenced doing business under the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

MARYLAND ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, “This franchise agreement provides that disputes are resolved through arbitration. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.”

3. Item 17.v. is modified to also provide, “Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

4. 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.

5. Litigation History. The litigation history of certain members of the management team may increase the risk of your investment. You should do your own research. Be sure to review the litigation disclosure (Item 3) in the FDD and do an Internet search of the franchisor and its officers.

Initial Fee Deferral

Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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.

Initial Fee Deferral:

Items 5 and 7 of the Disclosure Document are amended to also add the following: Franchisor defers the collection of the Initial Fee until the opening of the franchised business.

NORTH DAKOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

Jurisdiction and Venue: The provisions concerning choice of law and jurisdiction and venue are hereby deleted and in their place is substituted the following language:

“You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.”

Waiver of Exemplary & Punitive Damages: Any waiver of punitive damages will not apply to North Dakota Franchisees.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Item 17(u) of the Disclosure Document is modified to provide that the site of mediation and arbitration shall be agreeable to all parties and may not be remote from the franchisee's place of business.

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.

The State of North Dakota has determined that requiring franchisees to consent to termination penalties or liquidated damages to be unfair, unjust, and inequitable within the intent of Section

51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination penalties or liquidated damages is deleted.

The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

The State of North Dakota has determined that requiring franchisees to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee waive a jury trial is deleted.

The State of North Dakota has determined that requiring franchisees to consent to a waiver of exemplary and punitive damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to a waiver of exemplary and punitive damages is deleted.

The State of North Dakota has determined that requiring franchisees to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

Initial Fee Deferral

North Dakota requires the Franchisor to defer collection of the Initial Fee until the Franchisor has completed all of their initial obligations owed to North Dakota Franchisees under the Franchise Agreement or other documents and the Franchisee has commenced doing business pursuant to the Franchise Agreement.

SOUTH DAKOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the South Dakota Franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 5 of the Disclosure Document is revised to also provide:

“The initial franchise fee will be paid only after the franchisor fulfills its pre-opening obligations to the Franchisee and the Franchisee is open for business.”

**VIRGINIA ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

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.

2. 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.

3. **Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$40,750 to \$65,000. This amount exceeds the franchisor's stockholders' equity as of May 31, 2025, which is \$10,000.

State	State Administrator	Agent for Service of Process
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773- 4823 <u>3563</u>	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State Statutory Document Section P.O. Box 13193 Austin, TX 78711 (512) 475-0775	
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising, 9 th Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Washington State Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608)-266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

If we cannot agree on the proposed site, you will not be able to operate from that site but can continue to operate from home. Any proposed site within your Territory will be deemed approved if we do not approve or disapprove within 60 days.

5.3 Assistance obtaining equipment, signs, and supplies. We provide guidance to obtain equipment, signs, fixtures, and supplies. We must approve all signage placed on the outside of your location.

5.4 Operations Manual. We provide you access to our proprietary and confidential Operations Manual, as well as any other manuals and writings prepared by us for your use in operating a Franchised Business (“Manual”). We may disseminate the Manual electronically. We may revise the Manual from time to time to adjust for legal or technological changes, competition, or attempts to improve in the marketplace.

5.5 Operational Support. We provide support to you in operational problems and issues that you may encounter in the operation of your Franchised Business, including assistance in developing services to offer your customers.

5.6 Computer Hardware and Software. We specify computer hardware and software to assist in the operation of your Franchised Business. You must always use the CRM scheduling software we designate, which may change from time to time as new products are offered and technology develops.

5.7 Additional Training or Seminars. We may offer additional training, seminars, and webinars, which may require your attendance. You must pay for any travel and living expenses to attend. If you request or are required to undergo additional training ~~other than training scheduled by us, you must pay us and pay for all related expenses to attend~~ that is not scheduled by us, you must pay us and cover all related expenses for attending.

6. OBLIGATIONS OF FRANCHISEE

6.1 Training. You must complete the training within 90 days from the Effective Date of this Agreement and before you may operate the Franchised Business. If we determine that you cannot complete the training program satisfactorily, we have the right to terminate this Agreement, and the Initial Franchise Fee will not be refunded.

6.2 Site Selection and Build Out.

a) Site Selection. You must select a site to operate your franchised business pursuant to our guidelines. You agree to obtain our written approval for your proposed site. You may operate the Franchised Business only at the accepted site.

b) Buildout. You are responsible for conforming the premises of the franchised business to federal, state, or local ordinances, building codes, licensing requirements, and obtaining any required permits.

solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees.

6.9 Insurance. You are required to have insurance as may be required by your state laws and as we may specify in the Manual. You must name us and all our officers, directors, members and agents and others as their interest may appear on a primary, noncontributory basis as an additional insured on these policies and send proof of same to us. Certificates of insurance must be provided to us upon the annual expiration date. If you suffer a loss to your franchise, such as fire or theft, you are required to use the insurance proceeds to replace or repair the premises or property damaged or lost.

If you fail or refuse to obtain and maintain the insurance we require, we may obtain such insurance for you, and you shall reimburse us for all premiums, costs, and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee (not to exceed \$1,000) for our time incurred in obtaining such insurance.

6.10 Software and Computer Systems. You are required to purchase or use such software and computer systems to operate your Franchised Business as we may specify.

6.11 Telephone Number. You agree to maintain a dedicated telephone number for your Franchised Business.

6.12 Equipment and Signage. You agree to purchase equipment and signage, as applicable to your location, pursuant to our specifications.

6.13 Licenses and Permits. You must obtain such state and local business and other licenses and permits as your state and local law may require.

6.14 Brand Image. You agree to present your Franchised Business in a clean and well-maintained manner to uphold our franchise system's image and goodwill.

6.15 Minimum Days and Hours. You agree to be open for business, at a minimum, for the days and hours we specify in the Manual.

6.16 Laws and Regulations. You agree to comply with all federal, state, and local laws, and regulations.

7. ADVERTISING AND TRADEMARKS

7.1 Use of our Marks. We allow and require you to use our Marks to hold out your Franchised Business to the public. You agree to use only our Marks as we develop them for this purpose. Use of our Marks must be in accordance with our Manual.

7.2 Local Advertising and Promotions. Your advertising and promotions shall conform to the following requirements:

opportunity to obtain, review this Agreement and our Franchise Disclosure Document (“FDD”) by your lawyer, accountant or other business advisor prior to execution. Except as may be stated in Item 19 of our Franchise Disclosure Document, you acknowledge that no person is authorized to make and no person has made any representations to you as to the actual, projected or potential sales, volumes, revenues, profits or success of our franchise. You further acknowledge and agree that you are not a third-party beneficiary to any agreement between us and any other franchisee.

23. GUARANTY

The Franchisee named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms. In addition, the signatures of all individuals below, in any capacity, also constitute their personal joint and several agreement to perform all the obligations in and relating to this Agreement, including, but not limited to, the obligations stated in **Sections 11-13 above**, the obligation to make specified payments, and pay any other debts due to us. All Signators below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other Signators.

[signature page follows]

- (d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;
- (e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;
- (f) The franchisee, after curing any failure in accordance with Section 20020 engages in the same noncompliance whether or not such noncompliance is corrected after notice;
- (g) The franchisee repeatedly fails to comply with one or more requirements of the franchise, whether or not corrected after notice;
- (h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;
- (i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;
- (j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or
- (k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.
- (l) If the franchise expressly permits termination under such circumstances, there is a lawful termination or nonrenewal of a separate motor fuel franchise governed by provisions of the Petroleum Marketing Practices Act (15 U.S.C. Secs. 2801 to 2807, inclusive) that is operated by the franchisee or affiliate of the franchisee located at the same business premises if both franchises are granted by the same franchisor or an affiliate of the franchisor. "Affiliate" shall have the same meaning as set forth in subdivision (k) of Section 31005.5 of the Corporations Code.

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.

Initial Fee Deferral:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

FRANCHISEE:

FRANCHISOR:

Whole PM Holdings, LLC

By: _____

By: _____

Tyler Howell, President

By: _____

Date: _____

**ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

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

3. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

5. 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.

6. Initial Fee Deferral.

The Franchise Agreement is modified to also provide that we defer collection of all initial fees until we have satisfied our pre-opening obligations to you and you have commenced doing business under the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

FRANCHISEE:

FRANCHISOR:

Whole PM Holdings, LLC

By: _____

By: _____

Tyler Howell, President

By: _____

Date: _____

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. This franchise agreement provides that disputes are resolved through arbitration. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. 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.

6. Section 22 of the Franchise Agreement is deleted.

6. Initial Fee Deferral. The Franchise Agreement is modified to also provide: “Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.”

[signature page follows]

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

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

The Franchise Agreement is modified to reduce the fee for insufficient funds to \$30.

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.

Initial Fee Deferral:

The franchise agreement is amended to also state that the franchisor defers the receipt of the initial franchise fee until the franchised business opens.

FRANCHISEE:

FRANCHISOR:
Whole PM Holdings, LLC

By: _____

By: _____
Tyler Howell, President

By: _____

Date: _____

NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You are not required to sign a general release upon renewal of the franchise agreement.
2. The franchise agreement is amended to also provide as follows:

“Covenants not to compete are generally considered unenforceable in the State of North Dakota.”

3. The provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted and in their place is substituted the following language:

“You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.”

4. The provision concerning limitation of actions is modified to provide that the statute of limitations under North Dakota Law will apply.

5. The provisions concerning mediation and arbitration are modified to also provide that the site of mediation and arbitration shall be agreeable to all parties and may not be remote from your place of business.

6. North Dakota law governs any cause of action arising out of the franchise agreement.

7. Any requirement in the Franchise Agreement that requires you to pay all costs and expenses incurred by us in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

8. 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.

9. The State of North Dakota has determined that requiring franchisees to consent to termination penalties or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination penalties or liquidated damages is deleted.

10. The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.
11. The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.
12. The State of North Dakota has determined that requiring franchisees to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee waive a jury trial is deleted.
13. The State of North Dakota has determined that requiring franchisees to consent to a waiver of exemplary and punitive damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to a waiver of exemplary and punitive damages is deleted.
14. The State of North Dakota has determined that requiring franchisees to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.
15. Initial Fee Deferral- North Dakota requires the Franchisor to defer collection of the Initial Fee until the Franchisor has completed all of their initial obligations owed to North Dakota Franchisees under the Franchise Agreement or other documents and the Franchisee has commenced doing business pursuant to the Franchise Agreement.

[signature page follows]

SOUTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

Initial Fee Deferral. The Franchise Agreement is amended to also state that the initial franchise fee will be paid only after we fulfill our pre-opening obligations to you and you are open for business, pursuant to the attached South Dakota Fee Deferral Agreement.

South Dakota Fee Deferral Agreement

The undersigned Franchisee hereby acknowledges and agrees that Whole PM Holdings, LLD d/b/a Whole Property Management has fulfilled its pre-opening obligations to the Franchisee as stated in Item 11 of the Franchise Disclosure Document, the franchise is now open for business, and the Franchisee hereby tenders to Whole Property Management the initial franchise fee due and owing under its Franchise Agreement.

Franchisee: _____ Whole PM Holdings, LLC d/b/a Whole Property Management

By: _____ By: _____
Signature Tyler Howell, President

Printed Name: _____ Date: _____

EXHIBIT G
FINANCIAL STATEMENTS

The following statement applies to the unaudited portion of the financial statements which follows:

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Whole PM Holdings LLC
Balance Sheet (Unaudited)
As of August 31, 2025

	<u>Aug 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Towne Bank Operating 7024	133,707.69
Total Checking/Savings	133,707.69
Other Current Assets	23,320.06
Total Current Assets	157,027.75
TOTAL ASSETS	<u>157,027.75</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	1,282.48
Total Current Liabilities	1,282.48
Total Liabilities	1,282.48
Equity	
3010 · Invested Capital	210,000.00
Net Income	-54,254.73
Total Equity	155,745.27
TOTAL LIABILITIES & EQUITY	<u>157,027.75</u>

Whole PM Holdings LLC
Profit & Loss (Unaudited)
January through August 2025

	<u>Jan - Aug 25</u>
Ordinary Income/Expense	
Expense	
6000 · Advertising & Promotion	
6000-01 · Franchise Recruitment	20,338.00
Total 6000 · Advertising & Promotion	20,338.00
6040 · Bank Service Charges	15.00
6345 · Legal & Professional Expense	20,997.26
6490 · Office Expense	138.73
6600 · Salaries & Wages	10,384.60
6610 · Payroll Taxes	1,199.85
6820 · Technology Expense	176.07
6840 · Travel Expense	1,005.22
Total Expense	54,254.73
Net Ordinary Income	-54,254.73
Net Income	<u>-54,254.73</u>

EXHIBIT I

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	September 17, 2025
Illinois	Pending
Indiana	August 21, 2025
<u>Maryland</u>	<u>Pending</u>
Michigan	August 21, 2025
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	August 26, 2025
South Dakota	August 23, 2025
Virginia	Pending
Washington	Pending
Wisconsin	August 21, 2025

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.