

## FRANCHISE DISCLOSURE DOCUMENT



**Pet Passages Franchising, Inc.**

**348 State Route 104, Ontario, NY 14519**

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Pet Passages Franchising, Inc. offers franchises for the operation of a business that provides pet funeral services and pet cremation and memorialization products and services at wholesale and retail to veterinarians, pet hospitals, humane societies and other businesses, and also to individual families mourning the loss of their pets. The total investment necessary to begin operation of your Pet Passages® franchised business ranges from ~~\$302,303~~,643.00 to \$567,958.00. This includes ~~\$83,486~~91,811.00 - ~~\$129,251~~137,576.00 which must be paid to us.

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 government 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 the franchisor at 348 State Route 104, Ontario, NY 14519 or by phone at (833) 880-7387.

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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW.**

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

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

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

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

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

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

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

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

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

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

(b) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General  
CONSUMER PROTECTION DIVISION

Attention: Franchise  
G. Mennen Williams Building 525  
West Ottawa, 1st Floor  
Lansing, Michigan 48909  
Telephone Number: (517) 373-7117

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EXHIBIT “E”	List of Franchisees
EXHIBIT “F”	Financial Statements
EXHIBIT “G”	State Addendum
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EXHIBIT “I”	Request for Consideration – Not applicable for use in the State of Maryland
EXHIBIT “J”	<del>State Effective Dates</del>
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EXHIBIT -“L”	<u>State Effective Dates</u>
<u>EXHIBIT “M”</u>	<u>Receipts</u>

For Illinois Franchisees:

This section shall apply only to Illinois Franchisees. The Illinois Attorney General's Office has imposed an escrow requirement due to Franchisor's financial condition, a copy of Franchisor's escrow agreement is on file with the Office of the Illinois Attorney General. The initial Franchise Fee that you pay to us will be held in escrow until we have met all of our pre-opening obligations to you.

Estimated Initial Inventory Amount.

Pursuant to Section 7.9 of the Franchise Agreement, you are required to maintain a certain minimum level of inventory at your Location. We estimate that for one (1) franchise business, you will spend a minimum of \$22,451.00 (and between \$2,500.00 - \$3,500 in shipping costs) on your initial inventory, printed materials and operational supplies package, that you will purchase from Pet Passages Franchising, Inc. or other approved sources. Opening inventory reflects the cost of consumable inventory items such as cremated remains bags, body bags, zip ties, cleaning products, chemicals, etc... necessary on opening day. At the time your Franchised Business opens, you must stock and display where applicable the initial inventory of products, accessories, equipment, and supplies required by us in the Brand Standards Manual(s) or otherwise in writing. You must then stock and maintain all types of products in quantities sufficient to meet reasonably anticipated customer demand. The initial inventory costs are not refundable unless otherwise specified by the approved supplier, but any of our merchandise can be exchanged if defective.

Estimated Initial Uniform Costs.

We estimate that for one (1) franchise business, you will spend between \$35 - \$300 on your uniforms, that you will purchase from Pet Passages Franchising, Inc.

Estimated Travel and Lodging Reimbursement for Pre-Opening Site Visit.

As part of your initial training program, one of our trainers will provide on-site inspection and instruction at your franchised location for a period of three to five days. You are required to reimburse us for our trainer's travel and lodging expenses associated with said on-site training, which we estimate will be between \$3,500 - \$8,000.00 this amount will vary depending on your franchised business's location. Some of the factors include, but are not limited to, the costs and availability of lodging in your area, flights and/or rental vehicles if applicable, and whether daily commuting to your franchised business location is reasonable. The reimbursement fee is not refundable under any circumstances.

Technology Fee

Franchisee shall pay to Franchisor, or a designated third-party, a technology fee for various technology related services provided for the benefit of Pet Passages® franchisees, which services are subject to change ("Technology Fee") and can be found in the Digital Operations Portal. The current Technology Fee is \$250.00 per month. Two months prior to opening the Franchisee shall pay the initial 3 months of the Technology Fee in advance, which is \$750.00. The Technology Fee is not refundable under any circumstances. The Technology Fee currently includes the hosting, maintenance and development of the: Pet Passages® website, proprietary software and other software utilized in the System, e-commerce platform, Digital Operations Portal, social media sites, and mobile application. As technology is ever

evolving, Franchisor shall add, delete, or otherwise modify the products and services that are included in the Technology Fee at its discretion.

#### Grand Opening Advertising Fee.

Three months prior to opening the location, Franchisee shall pay to Franchisor or affiliate the amount of \$7,500 (the “Grand Opening Advertising Fee”), which is not refundable under any circumstances. Upon payment of the Grand Opening Fee, Franchisor, in conjunction with Franchisee, will launch a grand opening advertising campaign as described in the Brand Standards Manual, which shall include but not be limited to: setting up social media accounts on Facebook, Instagram, creating a Google business listing, setting up Google Ads pay per click, and coordinating press releases.

#### Pet Passages® Email Fee.

Franchisee shall pay to Franchisor, the amount of \$75 per year for their Pet Passages Email account, which is not refundable under any circumstances. Payment for the first year is due at the time of signing the Franchise Agreement.

### **ITEM 6. OTHER FEES**

<b>TYPE OF FEE</b> (Note 1)	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Royalty Fees	6% Gross Sales	To be remitted on or before 10 <sup>th</sup> day of month for prior month’s operations	Note 2
Local Advertising	A minimum of \$1,000 per month for the first 2 years, then a minimum of \$9,000 per year thereafter.	As incurred	Note 3
Brand Fund Fee	1% gross sales	Payable on or before 10 <sup>th</sup> day of month for prior month’s operations	
Initial Training Bootcamp Fee	\$2,500 for each staff member other than initial 2 trainees that you want certified at initial training Bootcamp. the	Prior to training	Note 4
Additional Training Bootcamp Fee	\$3,000 for the training Bootcamp fee for each staff member that you want certified at any time other than the initial training Bootcamp.	Prior to training	Note 4
Pre-Opening Site Visit/Training:	Reimbursement costs for air fare and lodging for Franchisor’s representative for onsite training.	Upon invoicing by Franchisor.	Note 4
Product Purchases	\$18,500 - \$25,900	As incurred	Note 5
Transfer	\$15,000	Before transfer	Note 6
Audit Fee	Actual cost of audit and all costs and expenses connected with the inspection of books and records	Upon completion of audit	Note 7
Late Payment/Late Report Fee	Highest interest rate allowed by law of past due amount, and \$50 administrative fee for any late payment. \$250 late report fee	Due upon demand	

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Advertising/Marketing Design Fees	\$125 per hour	As incurred	Note 19
Public Relations Crisis Management Team Fee	\$150 per hour	As incurred	Note 20
Grand Opening Advertising Fee	\$7,500	Three months prior to opening the location	Note 21
Pet Passages® Email Fee	\$75	Annually	Note 22
Interim Remodeling	Actual cost of remodeling and upgrading, not to exceed \$15,000 per interim remodel	As incurred every 5 years	Note 23
<u>Franchise Renewal Fee</u>	<u>\$25,000</u>	<u>Upon exercise of option to renew the franchise agreement.</u>	

## NOTES:

- (1) Except as otherwise stated in the Notes below, all fees are imposed by and are payable to us. All fees are non-refundable. All fees are uniformly imposed on and collected from its franchisees unless a franchisee negotiates lessened royalty fees due to extenuating circumstances pertaining to its franchised location, upon execution of its franchise agreement.
- (2) "Gross Sales" for any period means the entire amount of revenue whether for cash, credit or otherwise, in respect of the operation of the Franchised Business. The performance of all services or the sale of all goods is considered "revenue" when services have been completed or goods provided so as to entitle the Franchisee to payment for those services or goods, whether or not payment occurs. Gross Sales will not include:
  - i) any government tax, provided the amount of the tax is added to the selling price, the amount is expressly charged to the customer, a specific record is made at the time of each sale of the amount of the tax, and the tax is paid over to the appropriate taxing authority; and
  - ii) receipts which arise from the disposition of damaged, obsolete or otherwise unusable fixed assets.
- (3) You are required to make local advertising expenditures as required by Article 11.5 of the Franchise Agreement. All advertising and promotional materials will be purchased from Franchisor for local placement by Franchisee to ensure uniformity and compliance with Brand Standards. Phone book listings do not count toward this requirement. You are also required to pay a contribution to the Brand Fund as set forth in Article 8.4 of the Franchise Agreement.
- (4) The initial franchise fee covers our training costs for 2 principals or staff members. If we train more than 2 of your staff members, you must pay us the Training Fee for each such additional person. You are responsible for payment of all food, travel and lodging expenses incurred by you and your employees in attending the training program. See Item 11 of this Disclosure Document for additional information regarding the training program. In addition, you must reimburse us for travel and

YOUR ESTIMATED INITIAL INVESTMENT					
TYPE OF EXPENDITURE	LOW ESTIMATE	HIGH ESTIMATE	METHOD OF PAYMENT (NOTE 1)	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Fee (Note 2)	\$55,000	\$95,000	Lump Sum	Upon signing Franchise Agreement	Us
Initial Inventory, Printed Materials and Operational Supplies Package	\$22,451.00 Shipping \$12,500	\$22,451.00 Shipping \$3,500	Lump Sum	2 Months Before Opening	Us
Travel and Living Expenses (2 people while completing initial training Bootcamp)	\$3,500	\$8,000	As Incurred	During Initial Training	Airlines, Car Rental, Hotel, Restaurants
Pre-Opening Site Visit/Training	\$3,500	\$8,000	Lump Sum	Upon Demand	Us
Real Estate (Note 5)	\$7,500	\$15,000	As Incurred	As Incurred	Landlord,
Real Estate Improvements (Note 5)	\$10,000	\$60,000	As Incurred	As Incurred	Landlord, Contractors, Vendors
Signage (Note 4)	\$2,500	\$20,000	As Arranged	As Arranged	Approved Supplier
Crematory Retort, Crematory Processor, and Lift Table (Note 3)	\$132,985	\$132,985	Lump sum or as arranged by seller or lessor	As arranged by seller or lessor	Approved Supplier
Shipping and Placement of Crematory Retort, Crematory Processor, and Lift Table	\$15,000	\$39,000	Lump sum or as arranged by seller or lessor	As arranged by seller or lessor	Approved Supplier
Misc. Crematory Equipment	\$500	\$3,000	As Arranged	As Arranged	Suppliers
Laser Engraver	\$8,397	\$8,397	As Arranged	As Arranged	Approved Supplier
Laser Engraver Shipping	\$500	\$4,500	As Arranged	As Arranged	Approved Supplier, Shipping Company
Office Equipment and Supplies (Note 7)	\$750	\$5,000	As Arranged	As Arranged	Suppliers
Office Furniture, Funeral Home Furniture and Decorations	\$1,000	\$15,000	As Arranged	As Arranged	Suppliers
Technology Fee – 3 months	\$750	\$750	As Arranged	2 months before opening	Us

Cold Storage 10 x 10 walk in	\$5,000	\$14,000	As Arranged	As Arranged	Approved Supplier
Cold Storage Shipping Cost	\$700	\$3,500	As Arranged	As Arranged	Approved Supplier
Vehicle (Note 6)	\$5,000	\$55,000	As Arranged	As Arranged	Suppliers
Vehicle wrap	\$4,000	\$8,000	As Arranged	As Arranged	Approved Supplier
Business Licenses and Permits	\$500	\$4,000	As Arranged	As Arranged	Government Agencies
Insurance Premiums	\$2,500	\$10,000	As Arranged	As Arranged	Insurance Company
Grand Opening Fee - Business Set Up and Opening Marketing Expenses	\$7,500	\$7,500	Lump Sum	3 Months Before Opening	Us
Professional Fees (Note 8)	\$1,500	\$10,000	As Arranged	As Arranged	Attorneys, Accountants, Architects, Engineers, Environmental Engineers
Additional Funds – 3 Months (Note 9)	\$10,000	\$15,000	As Arranged	As Arranged	Various Parties
Pet Passages Email – per year	<del>\$75.00</del>	<del>\$75.00</del>	Lump Sum	As Arranged	Us
Uniforms	<del>\$35.00</del>	<del>\$300.00</del>	As Incurred	As Arranged	Us
<b>Total Estimated Initial Investment</b>	<b><del>\$302,303,643</del> to \$567,958</b>				

## NOTES

- (1) We do not offer direct or indirect financing to Franchisees for any of these items. None of the fees payable to us are refundable. We are unaware of any fees payable to third party suppliers that are refundable.
- (2) The initial franchise fee is \$55,000.00 for a standard pre-determined protected geographic territory along county lines encompassing roughly 300,000 Housing Units (as defined in Item 12). If Franchisee has elected to purchase any optional extra territories, then they will pay an additional \$10,000 for each extra county(ies) comprised of an additional 50,000 Housing Units up to a general maximum initial franchise fee of \$95,000 for a protected area comprised of roughly 500,000 Housing Units. In rare circumstances, based mostly on geographic considerations, population density, demand for the territory, and ability to service the territory properly, Franchisor will grant a territory comprised of a number of counties with greater than 500,000 Housing Units. In such circumstances, an additional franchise fee will be charged to the Franchisee in the amount of \$10,000 for roughly every 10,000 Housing Units above the 500,000 threshold. Franchisor will grant

a 10% military discount on the initial franchise fee to active military personnel and veterans of the United States Air Force, Navy, Marines, National Guard, Army and Coast Guard.

- (3) You must buy or lease various equipment including a retort (a retort is the technical term for the chamber where cremation takes place. It's also known as a cremation chamber), as required by the Brand Standards Manual, for the operation of the Franchised Business. The costs to buy and install these items will vary according to local market conditions, the size of the Franchised Business and it is impossible to predict such costs with any degree of precision or accuracy.
- (4) The costs for office signs vary ~~tremendously~~ depending on size and type and local ordinances.
- (5) These figures presume that you will be leasing the premises and only represent rent for three months. Rent will vary depending upon the size, the premises, the site condition, its location, demand for the site, build-out requirements and construction or other allowances from the landlord, and the requirements of individual landlords. These figures are based upon our experience in Rochester, New York. Regardless of whether you lease or purchase a premises, a typical Pet Passages facility occupies approximately 2,500 – 3,000 square feet of space, is often a standalone building, and is zoned light industrial. The cost of leasehold improvements will vary widely depending upon the size and condition of the premises, whether or not there are any existing and comparable leasehold improvements in the premises, the extent, and the quality of improvements desired by you over and above our minimum requirements, landlord's cash contribution to the cost of the improvements, and the like.
- (6) You are required to purchase or lease, during the term of your franchise agreement, a Ford Transit Connect XL (for daily transfers) in the current body style, Chevrolet Express Cargo van, GMC Savannah cargo van, Ram ProMaster, Ram ProMaster City, or a Ford Transit Cargo Van with shelving conducive to securely transferring pets on longer hauls. See Franchise Agreement Section 5.4. If you already own or lease one of these approved vehicles that meets all current requirements, your initial cost for the purposes of this disclosure will be \$0. The vehicle must have the appropriate logos placed on it via the required vehicle wrap in accordance with the Brand Standards Manual.
- (7) The cost range for your initial investment in office equipment and supplies is between a minimum of \$3,000.00 - \$5,000.00. Depending on how much office equipment and supplies you already possess and the amount you will need to obtain will determine the cost you will spend within this range. For example, if you already operate a business and are transitioning your existing business into a Pet Passages franchise location, your initial investment in office equipment and supplies may be at the lower end of the cost range since you may already possess most of the necessary items. However, if you are just starting a brand new business under the Franchise System, your initial investment in office equipment and supplies will likely be at the higher end of the cost range since you will not already possess the necessary items.
- (8) We recommend that you retain an attorney to review the real estate lease and the franchise documents and to assist you in forming a corporation or other ownership entity. You may also retain an accountant for advice in establishing and operating your Franchised Business and filing necessary tax forms and returns. The estimates given are on an annual basis. When applying for the necessary cremation permits from the environmental protection agency (the "EPA") we strongly suggest that you hire a local environmental engineer to assist you with the process, but it is not required. The

changes at your sole expense. We may terminate your Franchise if you purchase or use unapproved products, or purchase approved Supplies, inventory and/or services from unapproved suppliers.

We may, but are not required to, negotiate purchase arrangements with suppliers (including price terms) for your benefit. For example, Franchisor negotiated with Keller Manufacturing, Inc. to reduce the cost of its cremation equipment by \$7,000.00 for each of its franchisees.

Neither Franchisor nor its affiliates derive any revenue or any other from of consideration as a result of Franchisees required purchases from Franchisor or its Affiliates. Our total revenue during the fiscal year 2025 was \$446,201.00, and we did not receive any revenue from Franchisee purchases from designated or approved suppliers within that year. No affiliate derived revenue in 2025 from franchisee required purchases or leases. Except as otherwise disclosed in this Item 8, you do not receive any material benefits for using designated, approved or recommended suppliers. There are no purchasing cooperatives although we reserve the right to establish one or more purchasing cooperatives in the future.

**Credit Card Processing.** All franchisees are required to use our approved credit card processing company, Electronic Merchant Services. Franchisor reserves the right to make changes to the approved credit card processing company in the future.

## ITEM 9. FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition/lease	Sections <del>25.1</del> & <del>25.2</del> Schedule <del>2 &amp; 4</del> & 5	Item 11
b. Pre opening purchases/leases	Sections 5.3 -5.6, 7.1, 7.8, & 7.10 Schedule 2 & 4	Items 7, 8 & 11
c. Site development and other pre opening requirements	Sections 5.3-5.7	Items 6, 7 & 11
d. Initial and ongoing training	Sections 6.1-6.4	Items 6 & 11
e. Opening	Section 5.6 & 5.7	Item 11
f. Fees	Sections 8.1-8.14	Items 5 & 6
g. Compliance with standards and policies/ Brand Standards Manual	Sections 6.4, 6.5, 7.1-7.21, & 13.1	Items 8 & 11
h. Trademarks and proprietary information	Sections 2.4, 12.1-12.6, 13.1 & 14	Items 13 & 14
i. Restrictions on products/services offered	Section 7.3, 7.4, 7.7, & 7.8	Item 16
j. Client service requirements	Sections 7.10, 7.13 & 7.14	Item 8
k. Territorial development	Section <del>7.9</del> 17	Item 12
l. Ongoing product/service purchases	Section 7.3	Items 8 & 11
m. Maintenance, appearance and remodeling requirements	Sections 7.10 & 7.11	Item 11
n. Insurance	Sections 10.1-10.3	Item 7
o. Advertising	Sections 11.1-11.8	Items 6, 7 & 11
p. Indemnification	Section 19	Items 6 & 13
q. Owner's participation/ management/staffing	Sections 7.2	Items 11 & 15
r. Records/reports	Sections 9.1-9.8	Item 6
s. Evaluations/audits	Section 9.3,9.5, & 9.6	Items 6 & 11

OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
t. Transfer	Sections 16.1-16.8	Item 17
u. Renewal	Section 3.2	Item 17
v. Post termination obligations	Section 17.5, 17.6 & 18	Item 17
w. Non competition covenants	Sections <del>15.1</del> & <del>15.2</del> & <del>15.3</del> Schedule <del>6</del> 7	Item 17
x. Dispute resolution	Section <del>19.14</del> 21.1	Item 17
y. Personal Guaranty	Sections 21.1-21.7 Schedule 5	Item 15 & 17
z. Confidential Information	Section 14 Schedule 6	Item 14 & 17

## ITEM 10. FINANCING

We do not currently offer direct or indirect financing, but reserve the right to do so in the future. We do not guarantee any of your notes, leases or other obligations.

## ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Before you open your Franchised Business:

1. We will sublicense you the Marks necessary to commence your Franchised Business (Franchise Agreement, Section 12.2).
2. We will provide you with written specifications for what is required to be purchased to establish your Franchised Business, as well as a written list of approved, designated and/or recommended suppliers for purposes of acquiring many of those goods and services (Franchise Agreement, Section 7.3). Such information will be made available to you on the Digital Operations Portal. See Item 8 of this Disclosure Document for additional information regarding your purchase of these goods and services.
3. We will give you access to Franchisor's operation portal ("Digital Operations Portal"), which contains the Brand Standards Manual, as amended by Franchisor from time to time, which is currently 251 pages. The Digital Operations Portal will be made available to Franchisee in digital, electronic or computerized form in or some other form now existing to hereafter developed that would allow Franchisee to view the contents thereof of the Brand Standards Manual for the duration of the term of your Franchise Agreement (Franchise Agreement, 13.1). The Brand Standards Manual will contain, among other things, mandatory and suggested specifications, standards, and procedures pertaining to the goods and services you will provide in connection with your Franchised Business (Franchise Agreement, Section 7.3). The Brand Standards Manual is confidential and remains our property and you must return any physical copies to us upon the termination, expiration or transfer of your Franchise Agreement (Franchise Agreement, Section 14). We may modify the Brand Standards Manual at any time but the modification(s) will not alter your status and fundamental rights under the Franchise Agreement (Franchise Agreement, Section 13.1).

**National Accounts.** Franchisor may enter into agreements to provide services to Pet Parents Pet Parents and referral accounts as part of a national or regional account program (“National Accounts”) who are located within the Territory. If Franchisee fails to perform the required services, or Franchisee is not qualified, or able to perform said services, then notwithstanding this anything to the contrary in this Item 11, Franchisee shall allow Franchisor or another franchisee to enter the Territory to perform the required services, or otherwise send said National Accounts within the Territory to another franchisee to perform the services.

### ITEM 13. TRADEMARKS

You are obligated to provide crematory services consistent with our high standards of ethics and conduct. You are required to use the service mark “Pet Passages” to identify your locations and services. The following federally registered trademarks have been issued to our affiliate Pet Passages, Inc.:

MARK	REGISTRATION NUMBER	REGISTRATION DATE	DATE OF RENEWAL
Pet Passages	5080545	November 15, 2016	November 15, <del>2026</del> 2036
Pet Passages (Design + Words)	5085399	November 22, 2016	November 22, <del>2026</del> 2036

The above trademark registrations are on the Principal Register of the United States Patent and Trademark Office, and all necessary affidavits regarding the above trademark have been filed. Pet Passages, Inc. has given us the exclusive right to sublicense the Marks in the United States through a perpetual license agreement which expressly grants us the right to sublicense the Marks to franchisees, and there are no other agreements that limit our right to use or sublicense the use of the marks.

We or our affiliates may apply for or adopt additional trademarks and those may be sublicensed to you during the term of the franchise relationship. We may also sublicense to you additional trademarks as created by us or our affiliates, whether registered or unregistered. By trademark, we mean trade names, trademarks, service marks, and logotypes used to identify your Pet Passages franchise or the products or services sold at your Franchised Business.

You must follow our rules when using the Marks. You cannot use the words “Pet Passages,” either alone or in conjunction with one or more other words, or any of our other Marks, as part of your corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You may not use the Pet Passages name in connection with the sale of any product or service that is not previously authorized by us in writing.

You must notify us immediately when you learn about an infringing or challenging use of the Marks. We will take the action we think is appropriate. We may require your assistance, but you are not permitted to control any proceeding or litigation relating to the Marks. You must modify or discontinue the use of any Mark licensed to you if we are required to modify or discontinue use of the Mark as a result of litigation. If this happens, we do not have any liability or other obligation to you resulting from the modification or discontinuation of the use of the Mark. You must not directly or indirectly contest our right to the Marks.

As of the date of this Disclosure Document, there are no currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; no pending infringements, oppositions or cancellations; and no pending material litigation involving any of the Marks. We do not know of any infringing uses that could materially affect

FRANCHISE RELATIONSHIP		
Provision	Section in Franchise Agreement	Summary
p. Your death or disability	Section 16.4	Any transfer, including by will or intestacy, requires our prior written consent. You will have 3 months to complete the transfer.
q. Non-competition covenants during the term of the franchise	Section 15.1	You will not solicit or compete with the business of Pet Passages <del>within 65 miles during the term of any Pet Passages Location the franchise.</del>
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2	For a <del>25</del> year period following the termination or non-renewal of franchise agreement, Franchisee will not solicit or compete with the business of Pet Passages within <del>65 miles of any Pet Passages Location.</del> <u>(i) the Territory; sixty-five (65) miles of the Territory; (ii) any zip code where Franchisee's Franchised Business served Pet Parents during the term, or (iv) sixty-five (65) miles from any other then-existing Pet Passages' location.</u>
s. Modification of the agreement	Section 21.1	Requires writing signed by both parties; other modifications primarily to comply with various states laws.
t. Integration/ merger clause	Section 22.14	Only the terms of the Franchise Agreement and attachments to Franchise Agreement are binding (subject to state law). Other promises may not be enforceable. Notwithstanding the foregoing, nothing in the franchise agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration	Section 22.1	Except for certain claims, all disputes must be arbitrated in New York State (except as otherwise disclosed in Exhibit "G" to this Disclosure Document).
v. Choice of forum	Section 22.12	All disputes must be litigated or arbitrated in Monroe County, New York State (except as otherwise disclosed in Exhibit "G" to this Disclosure Document). Suits involving the Marks or our proprietary information can be instituted in Rochester, New York. (subject to applicable state law).
w. Choice of Law	Section 22.11	New York law (except as otherwise disclosed in Exhibit "G" to this Disclosure Document). (subject to applicable state law).

## ITEM 18. PUBLIC FIGURES

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

## ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

The information provided below is the historic gross annual revenue for 2024 through 2025 for all of the locations that were open ~~for the full 12 months of~~ the fiscal years for which they are listed, which is ~~12 locations in 2024, and~~ 13 locations in 2024, and 15 locations in 2025. These locations are operating in New York, New Hampshire, Connecticut, Michigan, Florida, Oklahoma, Louisiana, Texas,

Pennsylvania, North Carolina, Utah, Montana and Arkansas. The represented locations are located mostly in areas zoned as light industrial and they are located in both freestanding and plaza type buildings. All locations offer the same products and services. Table 2 shows the company or affiliate owned locations, there are 3 in 2024, and 3 in 2025. There are no material differences in the gross sales of franchised and company owned locations. Also provided is the dollar amount and percentage of annual revenue increase for these locations from year to year, as well as the average annual revenue increase and percentage increase for these locations for each year.

Table 1: Franchised Locations

Store Number	Approx. Population and Household Size:	2024 Gross Revenue	2025 Gross Revenue	2024-2024 Gross Revenue Increase	Gross Revenue Change 2024 to 2025
2	Population 922,000, household 353,000	<del>\$267,432</del> <u>\$2318,475</u>	\$351,928	\$33,453	10%
4	Population 581,000, household 229,000	<del>\$265,662</del> <u>\$2942</u>	\$318,201	\$52,259	16.50%
5	Population 960,000, household 420,000	<del>\$271,316</del> <u>\$266,227</u>	\$315,079	\$48,852	15.50%
6	Population 993,000, household 393,000	<del>\$708,548</del> <u>\$725,405</u>	\$777,942	\$52,087	6.50%
7	Population 1,200,000, household 528,000	<del>\$279,983</del> <u>\$259,025</u>	\$359,961	\$100,936	28%
8	Population 495,000, household 206,000	<del>\$190,856</del> <u>\$219,204</u>	\$238,039	\$18,835	8%
9	Population 668,000, household 265,000	<del>\$238,939</del> <u>\$168,555</u>	\$205,230	\$36,675	18%
10	Population 1,098,000, household 439,000	<del>\$333,025</del> <u>\$329,524</u>	\$419,579	\$90,055	21.50%
11	Population 640,000, household 251,000	\$174, <del>810</del> <u>\$349</u>	\$232,251	\$57,902	25%
13	Population 763,000, household 291,000	\$260,024	\$265,260	\$5,236	<del>0</del> 2%
14	Population 1,100,000, household 423,000	<del>-\$75,031</del> (Location opened July 2024)	\$213,193	<del>-\$138,162</del>	<del>-65%</del>
15	Population 219,000 household 90,000	<del>-\$32,275</del> (Location opened October 2024)	\$159,718	<del>-\$127,443</del>	<del>-80%</del>
16	<del>Population</del> <del>Population</del> 1,250,000 household 400,000	<del>-\$34,584</del> (Location opened October 2024)	\$190,067	<del>-\$155,483</del>	<del>-82%</del>
17	Population 903,000 household 294,000	N/A	<del>\$81,185</del> (Location opened June 2025)	N/A	N/A
18	Population 1,300,000 household 450,000	N/A	<del>\$8,003</del> (Location opened December 2025)	N/A	N/A
<b>Average</b>	<b>Population 751,077 household 329,846</b>	<del>\$299,060</del> <u>\$240,663</u>	<del>\$336,060</del> <u>\$275,709</u>	<del>\$49,629</del> <u>\$70,568</u>	<del>14.9</del> <u>22</u> %
<b>Median</b>	<b>Population 763,000 household 353,000</b>	<del>\$266,547</del> <u>\$259,025</u>	<del>\$315,079</del> <u>\$238,039</u>	<del>\$50,470</del> <u>\$52,259</u>	<del>16</del> <u>18</u> %
<b>Highest</b>	<b>Population 1,200,000 household 528,000</b>	<u>\$725,405</u>	<u>\$777,942</u>	<u>\$155,483</u>	<u>82%</u>
<b>Lowest (Open for the full fiscal year)</b>	<b>Population 219,000 household 90,000</b>	<u>\$168,555</u>	<u>\$159,718</u>	<u>\$5,236</u>	<u>2%</u>

Table 2: Company Owned Outlets

Store Number	Approx. Population and Household Size	2024 Gross Revenue	2025 Gross Revenue	2024-2025 Gross Revenue Increase	Gross Revenue Change 2024 to 2025
1	Population 620,000, household 252,000	\$318,513	\$319,290	\$777	0.03%
3	Population 845,000, household 354,000	\$1,055,995	\$1,055,116	<del>-\$879</del> \$0	0.8%
12	Population 763,000, household 291,000	\$222,129	\$256,111	\$33,982	13.50%
<b>Average</b>	<b>Population 742,667, household 299,000</b>	<b>\$532,199</b>	<b>\$319,290</b>	<b>\$11,294</b> <del>586</del>	<b>4.78</b> <del>51</del> %
<b>Median</b>	<del>Population 763,000, household 291,000</del> <b>Population 763,000, household 291,000</b>	<b>\$318,513</b>	<b>\$543,505</b>	<b>\$777</b>	<b>0.8</b> <del>03</del> %
<b>Highest</b>	<b>Population 845,000 household 354,000</b>	<b>\$1,055,995</b>	<b>\$1,055,116</b>	<b>\$33,982</b>	<b>13.50%</b>
<b>Lowest</b>	<b>Population 620,000 household 252,000</b>	<b>\$222,129</b>	<b>\$256,111</b>	<b>\$0</b>	<b>0%</b>

Table 3: Passages by Source Classification

<u>Year</u>	<u>2024</u>	<u>2025</u>
Vet Hospital	4,447	4,725
Direct from public	1,698	1,795
<b>Total Passages</b>	<b>6,145</b>	<b>6,520</b>

Table 4: Gross Revenue and Certain Crematory Operation Expenses of the Ontario NY Company Owned Outlet (location of Corporate Headquarters)

<u>Year</u>	<u>2024</u>	<u>2025</u>
<b>INCOME</b>		
Total Sales	\$1,055,995.30	\$1,055,116.00
COGS	\$125,842.23	\$71,151.00
<b>Gross Profit</b>	<b>\$930,153.10</b>	<b>\$983,965.00</b>
<b>EXPENSES</b>		
Advertising & Marketing	\$14,000.00	\$15,141.00
Vehicle Payments	\$15,177.84	\$23,324.00
Auto Fuel	\$18,673.37	\$14,309.00
Auto Insurance	\$11,136.18	\$8,656.00
Liability Insurance	\$4,673.24	\$5,767.00
Office Supplies	\$2,200.11	\$2,773.00

Cremation Equipment Payment	\$21,750.84	\$21,750.00
Payroll (Payroll Taxes, Workers Comp, Disability Ins., medical, 401K)	\$325,473.47	\$351,076.00
Rent	\$42,000.00	\$42,000.00
Utilities (gas, electric, internet, refuse)	\$89,884.94	\$95,941.00
<b>Total Expenses</b>	<b>\$544,969.99</b>	<b>\$582,737.00</b>
<b>Franchise Adjustments</b>		
Royalty Fee 6%	\$63,359.72	\$63,307.00
Brand Fund 1%	\$10,559.55	\$10,551.00
<b>EBITA (if franchised)</b>	<b>\$311,263.84</b>	<b>\$327,370.00</b>
<b>EBITA (if franchised margin)</b>	<b>29.5%</b>	<b>31%</b>

### Definitions:

“Gross revenue” is the total amount of money a business earns from its primary operations (such as sales of products or services) before any expenses, deductions, discounts, or returns are subtracted.

"COGS" stands for Cost of Goods Sold, reflecting direct costs of product to be sold (urns, jewelry,)

“Gross ~~profit~~Profit” is the income a company makes after deducting the direct costs associated with producing and selling its goods or services, known as the Cost of Goods Sold (COGS).

“EBITA” (Earnings Before Interest, Taxes, and Amortization) is a financial metric showing a company's operational profitability by adding back interest, taxes, and amortization (a non-cash charge for intangibles) to net income

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

Written substantiation for the above financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representations, Pet Passages Franchising, Inc. 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 representations or projections of your future income, you should report it to the Franchisor's management by contacting [mikeharris@petpassages.com](mailto:mikeharris@petpassages.com), the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

**A. Information Regarding All Franchises**

Listed below are the status summaries for our franchise outlets.

**TABLE 1: SYSTEM-WIDE OUTLET SUMMARY FOR YEARS ~~2022~~2023 TO ~~2024~~2025 <sup>1</sup>**

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
FRANCHISED	2023	10	12	2
	2024	12	15	3
	2025	15	15	0
COMPANY-OWNED <sup>2</sup>	2023	3	4	1
	2024	4	3	-1
	2025	3	3	0
TOTAL OUTLETS	2023	13	16	3
	2024	16	18	2
	2025	18	18	0

1 Our fiscal year ends on December 31. All references to years in these tables refers to December 31<sup>st</sup> of that year.

2 Our affiliate MindyAnn, Inc. operates 2 “company owned” outlets and our affiliate Ellis Wallace Enterprises, Inc. operates 1 company owned outlet. All references to company owned outlets in these tables refers to Pet Passages Franchising, Inc. as well as any affiliates with common ownership with Pet Passages Franchising, Inc.

3 The outlets listed in this table only refer to outlets that are open on the relevant date. In addition to these outlets, we currently have signed franchise agreements for 3 additional outlets that have not opened as of December 31, 2025.

**TABLE 2: TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2023 TO 2025**

STATE	YEAR	NUMBER OF TRANSFERS
TOTAL	<del>2022</del> 2023	0
	<del>2023</del> 2024	0
	<del>2024</del> 2025	0

**TABLE 3: STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2025 (UNITED STATES ONLY – FRANCHISOR WILL ~~BE~~BEGIN OFFERING FRANCHISES IN CANADA)**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED-OTHER	OUTLETS AT END OF YEAR
AR	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
CT	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

FL	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
LA	<del>2023</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
	<del>2024</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
	<del>2025</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
MI	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
MT	2023	0	<u>0</u>	0	0	0	0	<u>0</u>
	2024	<u>0</u>	<u>+0</u>	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NC	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NH	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NY	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	0	1
OK	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
PA	2023	1	0	0	0	0	0	<u>2</u>
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TX	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	1	0	0	0	0	3
UT	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TOTAL	2023	10	2	0	0	0	0	12
	2024	12	3	0	0	0	0	15
	2025	15	1	1	0	0	0	15

TABLE 4: STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
New York	2023	2	0	0	0	0	2
	2024	2	0	0	1	0	1
	2025	1	0	0	0	0	1
Louisiana	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Florida	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	3	1	0	0	0	4
	2024	4	0	0	1	0	3
	2025	3	0	0	0	0	3

TABLE 5: PROJECTED OPENINGS AS OF DECEMBER 31, 2026  
(UNITED STATES ONLY – FRANCHISOR WILL ~~BE~~BEGIN OFFERING FRANCHISES IN CANADA)

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
<del>Arkansas</del>	0	0	0
<del>Montana</del>	0	0	0
Michigan	1	1	0
<del>Louisiana</del>	0	0	0
<del>Connecticut</del>	0	0	0
Colorado	1	1	0
Kentucky	0	1	0
Oregon	0	1	0
Delaware	0	2	0
<del>New York</del>	0	0	0
<del>North Carolina</del>	0	0	0
<del>New Hampshire</del>	0	0	0
<del>Maryland</del>	0	0	0
Florida	1	1	0
Virginia	0	1	0

Texas	0	0	0
Totals	3	8	0

Listings of franchisees and licensees can be found in Exhibit “E”. A list of all current Pet Passages franchisees and licensees is attached to this Disclosure Document as Exhibit “E” (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2025. In addition, Exhibit “E” (Part B) lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee or licensee 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 has 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.

In some instances, current and former franchisees or licensees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees and Franchisees, but be aware that not all of them will be able to communicate with you.

Exhibit “H” (Part A) to this Disclosure Document lists, to the extent known, the names, addresses, telephone numbers, e-mail address and Web address of each trademark-specific franchisee organization associated with the franchise system being offered that we have created, sponsored or endorsed. Exhibit “H” (Part B) to this Disclosure Document lists the independent franchisee organizations that have asked to be included in this Disclosure Document.

## ITEM 21. FINANCIAL STATEMENTS

The following financial statements of Pet Passages Franchising, Inc., for the periods stated, are included as a part of this Disclosure Document as Exhibit “F”: Audited Financial Statements and report of independent Certified Public Accountants, year ended December 31, 2025 and December 31, 2024 and December 31, 2023. Franchisor’s fiscal year end is December 31<sup>st</sup>.

## ITEM 22. CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

### Exhibits to Disclosure Document

Exhibit “C”: Franchise Agreement

Exhibit “I”: Request for Consideration – Intentionally Omitted (Not applicable for use in the State of Maryland)

Exhibit “~~K~~J”: Non-Disclosure Agreement

Exhibit “K”: General Release

### Attachments to Franchise Agreement

Schedule 1: Glossary: General Franchise Related Definitions (if applicable)

Schedule 2. Franchisee Information and Territory

Schedule ~~23~~: Lease Addendum

~~Schedule 3: Irrevocable Power of Attorney - Telephone~~

Schedule 4: Irrevocable Power of Attorney - ~~Lease~~ Telephone

Schedule 5: Irrevocable Power of Attorney - Lease

Schedule 6: Form of Personal Guaranty

Schedule ~~6~~7: Confidentiality Agreement

Schedule ~~7~~8: State Specific Franchise Agreement Amendment (if applicable)

### **ITEM 23. ACKNOWLEDGMENT OF RECEIPT**

Exhibit "~~L~~M" to this Disclosure Document are detachable receipts. You are to sign both, and keep one copy and return the other copy to us.

<p><b><u>CALIFORNIA</u></b>  Commissioner of Corporations  Department of Corporations  320 West 4<sup>th</sup> Street, #750  Los Angeles, CA 90013  (213) 576-7500  1-866-275-2677</p> <p><b><u>HAWAII</u></b>  (agent for service of process)  Commissioner of Securities  Business Registration Division  Securities Compliance  Department of Commerce and  Consumer Affairs  335 Merchant Street, Room 203  Honolulu, Hawaii 96813  (808) 586-2722</p> <p>(state administrator)  Business Registration Division  Securities Compliance  Department of Commerce and  Consumer Affairs  335 Merchant Street, Room 203  Honolulu, Hawaii 96813  (808) 586-2722</p> <p><b><u>ILLINOIS</u></b>  Illinois Attorney General  Chief, Franchise Division  500 South Second Street  Springfield, IL 62706  (217) 782-4465</p> <p><b><u>INDIANA</u></b>  (for service of process)  Secretary of State  201 State House  200 West Washington Street  Indianapolis, IN 46204  (317) 232-6531</p> <p>(state agency)  Secretary of State  Securities division  Room E-018  302 West Washington Street  Indianapolis, IN 46204  (317) 232-6681</p>	<p><b><u>MARYLAND</u></b>  (for service of process)  Securities Commissioner  Securities Division  200 St. Paul Place  Baltimore, Maryland 21202-2020  (410) 576-6360</p> <p>(state agency)  Office of the Attorney General  Securities Division  200 St. Paul Place  Baltimore, Maryland 21202-2020  (410) 576-6360</p> <p><b><u>MICHIGAN</u></b>  Franchise Administrator  Consumer Protection Division  670 Law Building  Lansing, MI 48913  (517) 373-7117</p> <p><b><u>MINNESOTA</u></b>  Department of Commerce  Director of Registration  85 7th Place East, Suite 280,  Saint Paul, MN 55101  (651) 539-1600</p> <p><b><u>NEW YORK</u></b>  (for service of process)  Secretary of State  New York State Department of  Corporations  99 Washington Avenue  Albany, New York 11231  (518) 474-4750</p> <p>(for other matters)  New York Department of Law  Investor Protection Bureau  28 Liberty St. 21<sup>st</sup> FL, NY, NY 10005  (212) 416-8222</p> <p><b><u>NORTH DAKOTA</u></b>  North Dakota Insurance &amp; Securities  Department  600 East Boulevard Avenue, Dept. 401  Bismarck, North Dakota 58505  (701) 328-2910</p>	<p><b><u>RHODE ISLAND</u></b>  Department of Business Regulation  233 Richmond Street, #232  Providence, Rhode Island 02903  (401) 222-3048</p> <p><b><u>SOUTH DAKOTA</u></b>  Department of Revenue and Regulation  124 S Euclid Ave  Pierre, SD 57501  (605) 773-3563</p> <p><b><u>VIRGINIA</u></b>  (for service of process)  Clerk of the State Corporation  Commission  1300 East Main Street  Richmond, Virginia 23219  (804) 371-9672</p> <p>(for other matters)  State Corporation Commission  Division of Securities and Retail  Franchising  1300 East Main Street, Ninth Floor  Richmond, VA 23219  (804) 371-9051</p> <p><b><u>WASHINGTON</u></b>  (for service of process)  Director Department of Financial  Institutions  Securities Division  150 Israel Road SW  Tumwater, WA 98501  (360) 902-8760</p> <p>(for other matters)  Department of Financial Institutions  Securities Division  <del>150 Israel Road SW</del>  <del>Tumwater P.O. Box 41200</del>  <del>Olympia, WA 98501</del> <a href="tel:9850498504">9850498504-1200</a>  (360) 902-8760</p> <p><b><u>WISCONSIN</u></b>  Department of Financial Institutions  Division of Securities  345 West Washington Avenue  4<sup>th</sup> Floor  Madison, WI 53703  (608) 266-3364</p>
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**Pet Passages – Collin County, TX**  
TX VIZ 444, LLC  
15596 State Hwy 160  
Unit B  
Blue Ridge, TX 75424  
469-631-9372

**Pet Passages – Ft. Lauderdale, FL. – Franchise Agreement signed but location not yet open**  
AC Enterprises Intl LLC

**Pet Passages – Denver, CO – Franchise Agreement signed but location not yet open**  
Asha Services, Inc.

**Pet Passages – Kalamazoo, MI – Franchise Agreement signed but location not yet open**  
Reechie’s Rescue LLCAffiliateLLC

**Affiliate Owned:**

**Pet Passages – Rochester, NY**  
348 State Route 104  
Rochester, NY 14589  
585-265-9933

**Pet Passages – Melbourne, FL**  
2825 Business Center Blvd, Suite C-3  
Melbourne, FL 32940  
321-254-3333

**Pet Passages – Lafayette, LA**  
Ellis Wallace Enterprises, Inc.  
110 Eunice St.  
Lafayette, LA 70508  
337-534-0098

**Former Franchisees:**

**Pet Passages - Little Falls, NY**  
Mohawk Valley Pet Tributes, LLC  
7507 State Route 5, Building B  
Little Falls, NY 13365  
315-743-0218

EXHIBIT "F"  
TO  
FRANCHISE DISCLOSURE DOCUMENT

**Financial Statements**

*[See Attached]*

EXHIBIT "G"  
TO  
FRANCHISE DISCLOSURE DOCUMENT

**State Addendum**

ADDITIONAL STATE DISCLOSURES

If the franchise being awarded is subject to the franchise-specific laws of one (1) or more of the following states because (a) the franchise prospect is a resident of that state, and/or (b) the franchise rights being awarded in within that state, as applicable under the specific state statute(s) at issue, the addendum (or addenda) of that state set forth below will apply to the franchise documents and should be entered into with Franchisor.

*[See Attached]*

**MARYLAND ADDENDUM**  
**TO PET PASSAGES FRANCHISE DISCLOSURE DOCUMENT**

1. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
2. Based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, the payment all initial fees and payments owed by Franchisee to Franchisor will be deferred in accordance with the requirements of the Maryland Securities Commissioner until the Franchisor completes its pre-opening obligations under the Franchise Agreement.
3. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, in compliance with Maryland law COMAR 02.02.08.16L, the franchisor does not require a franchisee to assent to a general release as a condition of renewal, sale, and/or assignment/transfer.
4. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, in compliance with Maryland law, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
5. Provision 17.2(g) of the Agreement may not be enforceable under federal bankruptcy law 11 U.S.C. Section 101 et seq.

**MICHIGAN ADDENDUM TO THE  
PET PASSAGES FRANCHISING, INC. DISCLOSURE DOCUMENT  
AND FRANCHISE AGREEMENT**

**Pursuant to the Michigan Franchise Law**

This Addendum applies if the Franchisee is a resident of the State of Michigan, if the franchised business will be located or operated in Michigan, or if the offer or sale of the franchise is otherwise subject to the Michigan Franchise Investment Law, MCL 445.1501 et seq. (“MFIL”). This Addendum supplements the Franchise Agreement and is intended to preserve and implement rights and obligations required under applicable Michigan franchise law. In the event of any conflict between this Addendum and the Franchise Agreement, this Addendum will control with respect to Michigan law and Michigan franchise compliance.

**1. Statutory Construction and Savings**

The Franchise Agreement shall be construed and enforced in a manner consistent with the MFIL. Any provision of the Franchise Agreement, any ancillary agreement, any certificate, questionnaire, acknowledgment, consent, guaranty, release, estoppel, or other document executed in connection with the franchise that is inconsistent with the MFIL, or that would deprive Franchisee of any right, remedy, or protection provided by the MFIL, shall be deemed modified to the minimum extent necessary to comply with Michigan law and, if modification is not practicable, shall be void and unenforceable solely to that extent.

**3. No Waiver; No Impermissible Release; No Anti-Reliance Override**

Notwithstanding anything in the Franchise Agreement or any related document to the contrary:

1. Franchisee is not required to assent to any release, assignment, novation, waiver, estoppel, disclaimer, or acknowledgment that would deprive Franchisee of any right or protection provided by the MFIL.
2. No statement, questionnaire, acknowledgment, disclaimer, certification, or similar document signed by Franchisee in connection with the sale, opening, renewal, transfer, amendment, or operation of the franchise shall be construed to waive claims or remedies available under the MFIL.
3. Nothing in the Franchise Agreement or any related document shall prevent the parties, after entering into the Franchise Agreement, from entering into a bona fide settlement of existing claims.

**4. Franchisee Association Rights**

Franchisee shall have the right to join or participate in an association of franchisees, and any contrary provision in the Franchise Agreement or any related document is void and unenforceable in Michigan.

**5. Termination Before Expiration of Term**

Notwithstanding anything in the Franchise Agreement to the contrary, Franchisor shall not terminate the Franchise Agreement before the expiration of its stated term except for **good cause** as permitted by Michigan law. For purposes of this Addendum, good cause includes Franchisee's failure to comply with a lawful provision of the Franchise Agreement after written notice of the failure and a reasonable opportunity to cure, which need not exceed 30 days. Nothing in this Section is intended to limit any termination right available to Franchisor under Michigan law where a cure opportunity is not required by law or where the circumstances otherwise constitute good cause under applicable law.

#### **6. Nonrenewal; Compensation; Renewal Terms**

Notwithstanding anything in the Franchise Agreement to the contrary:

1. Franchisor shall not refuse to renew the franchise without complying with the MFIL.
2. If the term of the franchise is less than **5 years**, and if Franchisee is prohibited by the Franchise Agreement or another agreement from continuing to conduct substantially the same business under another trademark or commercial symbol in the same area after expiration, **or** if Franchisee does not receive at least **6 months' advance notice** of Franchisor's intent not to renew, then Franchisor shall not refuse renewal without fairly compensating Franchisee, by repurchase or other means, for the fair market value of Franchisee's inventory, supplies, equipment, fixtures, and furnishings, excluding personalized materials with no value to Franchisor and items not reasonably required in the conduct of the franchised business.
3. Franchisor shall not refuse to renew a franchise on terms other than those generally available to other franchisees of the same class or type under similar circumstances; provided, however, that nothing in this Addendum shall be construed to create an independent renewal right if none otherwise exists under the Franchise Agreement.

#### **7. Transfer of Ownership**

Notwithstanding anything in the Franchise Agreement to the contrary, Franchisor shall not refuse to permit a transfer of ownership of the franchise except for good cause under the MFIL. Good cause includes, but is not limited to:

- failure of the proposed transferee to meet Franchisor's then-current reasonable qualifications or standards;
- the proposed transferee's status as a competitor of Franchisor or sub franchisor;
- the proposed transferee's unwillingness to agree in writing to comply with all lawful obligations;
- and
- failure of Franchisee or the proposed transferee to pay sums owing to Franchisor or to cure an existing default under the Franchise Agreement at the time of the proposed transfer.

Nothing in this Section prevents Franchisor from exercising any lawful right of first refusal.

#### **8. Venue; Forum; Arbitration Location**

Notwithstanding anything in the Franchise Agreement to the contrary, any provision requiring **arbitration or litigation to be conducted outside the State of Michigan** is void and unenforceable with respect to a franchise subject to the MFIL. Accordingly:

1. Any litigation that is required or permitted under the Franchise Agreement and that relates to a Michigan franchise shall be brought in a court of competent jurisdiction in the State of Michigan, unless the parties agree otherwise after the dispute arises.
2. Any arbitration required or permitted under the Franchise Agreement and involving a Michigan franchise shall be conducted in the State of Michigan, unless Franchisee agrees at the time of arbitration to a location outside Michigan as permitted by law.
3. Any provision designating **New York, New York, Monroe County, New York**, or any other non-Michigan forum as the mandatory site for arbitration, litigation, or other formal dispute proceedings shall not apply to the extent prohibited by the MFIL.

#### **9. Choice of Law**

The Franchise Agreement states that it is governed by New York law. However, notwithstanding that provision:

1. Michigan law shall govern all claims arising under the MFIL and all issues for which Michigan law may not be waived or displaced by contract.
2. No choice-of-law provision in the Franchise Agreement or any related document shall be interpreted to waive, limit, or avoid the application of the MFIL or any non-waivable Michigan right, remedy, or protection.
3. For matters not governed by mandatory Michigan law, the contractual governing-law provision may continue to apply to the extent enforceable and not inconsistent with this Addendum.

#### **10. Jury Trial Waiver; Class, Remedy, and Similar Limitations**

The Franchise Agreement includes a waiver of jury trial and other dispute-related waivers. Notwithstanding anything in the Franchise Agreement to the contrary:

1. No waiver of jury trial, procedural right, remedy, or forum selection shall be enforceable to the extent such waiver would deprive Franchisee of any right or protection afforded by the MFIL.
2. No waiver or limitation on remedies, damages, defenses, claims, counterclaims, or statutory rights shall be enforceable to the extent prohibited by Michigan law.
3. This Addendum does not create any jury-trial right beyond what applicable law provides; rather, it preserves all rights that cannot lawfully be waived in connection with a Michigan franchise.

#### **11. Limitations Period**

The Franchise Agreement includes a shortened filing deadline. Notwithstanding anything in the Franchise Agreement or any related document to the contrary, any contractual limitations period shall not apply to any claim to the extent it would shorten the time within which an action may be brought under the MFIL. An action to enforce a civil liability created under the MFIL must be brought within **4 years** after the act or transaction constituting the violation.

#### **12. Remedies Preserved**

Nothing in the Franchise Agreement or this Addendum shall limit:

- Franchisee's right to seek damages or rescission where available under the MFIL;
- Franchisee's right to recover attorney fees and court costs where available under the MFIL; or
- any liability or remedy that may exist under another statute or under common law to the extent preserved by Michigan law.

#### **13. Michigan Filing and Compliance Acknowledgment**

Franchisor represents that, to the extent required by Michigan law for the offer or sale of this franchise in Michigan, Franchisor has complied, or before any offer or sale will comply, with all applicable Michigan notice-filing, registration or exemption, and disclosure requirements. The filing of any notice, application, or other document with the State of Michigan does **not** constitute approval, recommendation, or endorsement by the State of Michigan or any agency or officer thereof.

#### **14. Escrow / Financial Assurance**

If, at the time of the offer, sale, or registration of the franchise, Franchisor is subject to any Michigan escrow, impound, surety, or other financial-assurance requirement, the parties shall comply fully with that requirement. Without limiting the foregoing, any initial franchise fees or other funds required by Michigan to be escrowed, impounded, deferred, or otherwise subject to financial assurance shall be collected, held, and released only in the manner required by the applicable Michigan order, undertaking, statute, rule, or administrative requirement then in effect.

#### **15. Conflict With Franchise Agreement**

If any term of the Franchise Agreement, any guaranty, any confidentiality agreement, any ancillary agreement, or any related franchise document conflicts with this Addendum or with the MFIL, this Addendum shall control, and the conflicting provision shall be modified or disregarded only to the



**ILLINOIS ADDENDUM**  
**TO PET PASSAGES FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the requirements of 815 ILCS 705/1-44 of Illinois Law the parties to the attached Franchise Disclosure Documents (the "FDD") agree as follows:

1. ~~Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, Franchisor shall not terminate a franchise prior to the expiration of its term except for "good cause" as provided below:~~

~~(a) "Good cause" shall include, but not be limited to, the failure of the franchisee to comply with any lawful provisions of the franchise or other agreement and to cure such default after being given notice thereof and a reasonable opportunity to cure such default, which in no event need be more than 30 days.~~

~~(b) "Good cause" shall include, but without the requirement of notice and an opportunity to cure, situations in which the franchisee:~~

~~(i) makes an assignment for the benefit of creditors or a similar disposition of the assets of the franchise business;~~

~~(ii) voluntarily abandons the franchise business;~~

~~(iii) is convicted of a felony or other crime which substantially impairs the good will associated with the franchisor's trademark, service mark, trade name or commercial symbol; or~~

~~(iv) repeatedly fails to comply with the lawful provisions of the franchise or other agreement.~~

2. ~~Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, the Franchisor shall not refuse to renew a franchise either by repurchase or by other means for the diminution in the value of the franchised business caused by the expiration of the franchise where:~~

~~(a) the franchisee is barred by the franchise agreement (or by the refusal of the franchisor at least 6 months prior to the expiration date of the franchise to waive any portion of the franchise agreement which prohibits the franchisee) from continuing to conduct substantially the same business under another trademark, service mark, trade name or commercial symbol in the same area subsequent to the expiration of the franchise; or~~

~~(b) the franchisee has not been sent notice of the franchisor's intent not to renew the franchise at least 6 months prior to the expiration date or any extension thereof of the franchise.~~

3. ~~Illinois law governs the Agreements.~~

The Illinois Attorney General's Office ~~has~~ imposed an escrow requirement due to the Franchisor's financial condition; a copy of Franchisor's escrow agreement is on file with the Office of the Illinois Attorney General. The initial Franchise Fee that you pay to us will be held in escrow until we have met all of our pre-opening obligations to you.

4.

The Franchisor ~~has~~ entered into an Assurance of Voluntary Compliance ~~agreement between Franchisor and with~~ the State of Illinois ~~County of Sangmon dated on~~ March 26, 2025 ~~docket number~~, because of an

unauthorized franchise sale. (25-AVC-F002-).

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.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

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.

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

~~PET PASSAGES FRANCHISING, INC. : FRANCHISEE :~~

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**MINNESOTA ADDENDUM**  
**TO PET PASSAGES FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the requirements of CHAPTER 80C. FRANCHISES of Minnesota Law the parties to the attached Franchise Disclosure Documents (the "FDD") agree as follows:

1. Item 1 shall be amended to include the following statements.

Neither the Franchisor nor any person identified in the public offering statement:

- a. has during the ten-year period immediately preceding the date of the public offering statement been convicted of a felony, pleaded nolo contendere to a felony charge, or been held liable in a civil action by final judgment if such felony or civil action involved fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices or misappropriation of property;
- b. is subject to any currently effective order of the United States Securities and Exchange Commission or the securities administrator of any state denying registration to or revoking or suspending the license or registration of such person as a securities broker, dealer, agent, or investment adviser, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange;
- c. is subject to any currently effective order or ruling of the Federal Trade Commission;
- d. is subject to any currently effective injunctive or restrictive order relating to the business which is the subject of the franchise offered or any other business activity as a result of an action brought by any public agency or department; or
- e. has any civil or criminal actions pending against that franchisor or person involving fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices or misappropriation of property.

2. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, Minnesota Statute 80C.21 and Minnesota 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 agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

## **FOR THE STATE OF WASHINGTON**

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

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

**1. Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

**2. Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

**3. Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

**4. General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

**5. Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for

claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation No solicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Deferral of Initial Fees.** The Washington Department of Financial Institution has imposed a fee deferral requirement due to Franchisor’s financial condition. The initial Franchise Fee as well as any initial fees under Item 5 that are paid to us or an affiliate will be deferred until we have met all of our pre-opening obligations to you and your franchise location is open for business.

**20. Opening for Business.** The timeframe for the Franchisee to be Ready to Open pursuant to Section 5.7 shall be extended by an additional sixty (60) days.

**21. Restrictive covenants.** The restrictive covenant contained in Section 15.2 of the Franchise Agreement shall be amended to be for a period of two (2) years and twenty-five (25) miles.

**22. Section 22.15.** Section 22.15 of the Franchise Agreement shall not apply in Washington.

**23. Section 22.19.** Section 22.19 of the Franchise Agreement shall not apply in Washington.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Franchisor Representative

\_\_\_\_\_  
Signature of Franchisee Representative

\_\_\_\_\_  
Title of Franchisor Representative

\_\_\_\_\_  
Title of Franchisee Representative

EXHIBIT "I"  
TO  
FRANCHISE DISCLOSURE DOCUMENT

~~Request for Consideration~~

**Not for use if the franchisee is a Maryland resident or if the  
franchised business will be located within the State of Maryland.**

Request for Consideration

*[See attached]*

EXHIBIT "J"

TO  
~~FRANCHISE DISCLOSURE DOCUMENT~~

State Effective Dates

*[see attached]*

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:~~

<del>State</del>	<del>Effective Date</del>
<del>Utah</del>	<del>October 23<sup>rd</sup>, 2025</del>
<del>Michigan</del>	<del>March 27<sup>th</sup>, 2026</del>
<del>New York</del>	<del>Pending</del>
<del>Wisconsin</del>	<del>June 11<sup>th</sup>, 2025</del>
<del>Indiana</del>	<del>August 10<sup>th</sup>, 2025</del>
<del>Illinois</del>	<del>April 2<sup>nd</sup>, 2026</del>
<del>Minnesota</del>	<del>March 30<sup>th</sup>, 2026</del>
<del>Virginia</del>	<del>September 22<sup>nd</sup>, 2025</del>
<del>Maryland</del>	<del>Pending</del>
<del>California</del>	<del>Pending</del>
<del>North Dakota</del>	<del>August 28<sup>th</sup>, 2025</del>
<del>Rhode Island</del>	<del>August 27<sup>th</sup>, 2025</del>
<del>South Dakota</del>	<del>September 25<sup>th</sup>, 2025</del>
<del>Washington</del>	<del>Pending</del>

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

~~EXHIBIT "K"~~  
TO  
FRANCHISE DISCLOSURE DOCUMENT

**NON-DISCLOSURE AGREEMENT**

The undersigned party (the "Receiving Party") understands that Pet Passages Franchising, Inc., a New York corporation with its principal office at 348 State Route 104, Ontario New York 14519 (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party

In consideration of the parties' discussions and any access of the Receiving Party to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees: (i) to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials); (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, except to a professional advisor such as a lawyer or accountant (and then solely for the purposes in (iii) below); (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate its relationship with the Disclosing Party; (iv) not to copy any such Proprietary Information; and (v) not to export or re-export (within the meaning of U.S. or other export control laws or regulations) any such Proprietary Information or product thereof. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding. The Receiving Party, its affiliates and their respective directors, officers, and employees shall refrain from using for any purpose any "residuals" from access to the Proprietary Information. "Residuals" means information in non-tangible form which may be retained by persons who had access to Proprietary Information, including ideas, concepts, know-how, methods or techniques.
2. Immediately upon a request by the Disclosing Party at any time the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party or (ii) requires the Disclosing Party to proceed with any transaction or relationship.
3. This Agreement applies only to disclosures made before the first anniversary of this Agreement. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's

EXHIBIT "K"  
TO  
FRANCHISE DISCLOSURE DOCUMENT

NOT FOR USE IN THE STATE OF MARYLAND, MINNESOTA, AND NORTH DAKOTA. THIS  
GENERAL RELEASE MAY NOT APPLY IN THE STATE OF WASHINGTON.

GENERAL RELEASE

*[See Attached]*

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of obtaining franchisor's consent to \_\_\_\_\_, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned, for itself/himself/herself and its/his/her shareholders, officers, directors, employees, agents, attorneys, personal representatives, heirs, distributees, successors and assigns hereby releases and forever discharges Pet Passages Franchising, Inc., its officers, shareholders, directors, employees, agents, attorneys, representatives, distributees, successors and assigns (collectively the "Releasees") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, whether known or unknown, in law or equity of the undersigned from the beginning of time to the date of this release. This release specifically includes, without limiting its generality, any and all possible claims the undersigned may have under any federal, state or local law or regulation or the common law, and any claims based on contract breach, detriment or reliance on promises or tort, libel, slander, defamation, interference with career, harassment, duress, coercion, threat or public policy.

This Release is given voluntarily after consultation with counsel and with full knowledge of its significance.

This Release shall not be construed as or an admission by any Releasee of any liability for, or the validity of, any claim which may have been asserted by the undersigned.

If any claim which has been released hereby is nonetheless brought by the undersigned against any Releasee, the undersigned shall pay the attorneys' fees and costs incurred by such Releasee in the defense thereof.

Notwithstanding the foregoing, any release or waiver of rights in this release shall not apply to any claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

This Release may not be changed or terminated orally but may only be changed or terminated by an instrument in writing signed by the undersigned and Pet Passages Franchising, Inc. The validity, performance and enforcement of this release are governed by the law of New York.

*[this space was intentionally left blank. Signatures to follow.]*

**IN WITNESS WHEREOF**, the undersigned has executed this Release as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SWORN BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

Notary Public

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Individually

EXHIBIT "L"  
TO  
FRANCHISE DISCLOSURE DOCUMENT

State Effective Dates

[see attached]

## 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:

<u>State</u>	<u>Effective Date</u>
<u>Michigan</u>	<u>March 27<sup>th</sup>, 2026</u>
<u>New York</u>	<u>Pending</u>
<u>Wisconsin</u>	<u>June 11<sup>th</sup>, 2025</u>
<u>Indiana</u>	<u>August 10<sup>th</sup>, 2025</u>
<u>Illinois</u>	<u>April 2<sup>nd</sup>, 2026</u>
<u>Minnesota</u>	<u>Pending</u>
<u>Virginia</u>	<u>September 22<sup>nd</sup>, 2025</u>
<u>Maryland</u>	<u>Pending</u>
<u>California</u>	<u>Pending</u>
<u>North Dakota</u>	<u>August 28<sup>th</sup>, 2025</u>
<u>Rhode Island</u>	<u>August 27<sup>th</sup>, 2025</u>
<u>South Dakota</u>	<u>September 25<sup>th</sup>, 2025</u>
<u>Washington</u>	<u>Pending</u>

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

EXHIBIT "M"  
TO  
FRANCHISE DISCLOSURE DOCUMENT

**Receipts**

*[See Attached]*

RECEIPT #1

**(This copy is for the prospective franchise owner and must remain herein)**

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Pet Passages Franchising, Inc. offers you a franchise, the Federal Trade Commission requires it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. In addition, New York State law requires Pet Passages Franchising, Inc. to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Pet Passages Franchising, Inc. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, dc 20580, and the appropriate state agency listed in Exhibit “A” to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are **(to be completed by franchise seller involved in sales process):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Our agent to receive service of process is listed in Exhibit “B” to this Disclosure Document.

Issuance Date: March 27, 2026.

I have received the Franchise Disclosure Document dated March 27, 2026 that included the following Exhibits:

- EXHIBIT “A” State Agencies and Administrators
- EXHIBIT “B” Franchisor’s Agent for Service of Process
- EXHIBIT “C” Franchise Agreement
- EXHIBIT “D” Table of Contents to Brand Standards Manual
- EXHIBIT “E” List of Franchisees
- EXHIBIT “F” Financial Statements
- EXHIBIT “G” State Addendum
- EXHIBIT “H” Franchisee Organizations
- EXHIBIT “I” Request for Consideration (Not Applicable for use in the State of Maryland)
- EXHIBIT “J” Non-Disclosure Agreement
- EXHIBIT “K” General Release
- EXHIBIT “L” State Effective Dates
- EXHIBIT “M” Receipts

Date: \_\_\_\_\_

FRANCHISEE: \_\_\_\_\_

State: \_\_\_\_\_

Print Name: \_\_\_\_\_

RECEIPT #2

**(This copy must be signed by prospective franchise owner and returned to us)**

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Pet Passages Franchising, Inc. offers you a franchise, the Federal Trade Commission requires it to provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. In addition, New York State Law requires Pet Passages Franchising, Inc. to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Pet Passages Franchising, Inc. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, dc 20580, and the appropriate state agency listed in Exhibit "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are **(to be completed by franchise seller involved in sales process):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Our agent to receive service of process is listed in Exhibit "B" to this Disclosure Document.

Issuance Date: March 27, 2026.

I have received the Franchise Disclosure Document dated March 27, 2026 that included the following Exhibits:

- EXHIBIT "A" State Agencies and Administrators
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- EXHIBIT "G" State Addendum
- EXHIBIT "H" Franchisee Organizations
- EXHIBIT "I" Request for Consideration (Not Applicable for use in the State of Maryland)
- EXHIBIT "J" Non-Disclosure Agreement
- EXHIBIT "K" General Release
- EXHIBIT "L" State Effective Dates
- EXHIBIT "M" Receipts

Date: \_\_\_\_\_ FRANCHISEE: \_\_\_\_\_