

FRANCHISE DISCLOSURE DOCUMENT

(Area Representative)

 WHOLE Property Management	Whole PM Holdings, LLC A Virginia Limited Liability Company 780 Lynnhaven Pkwy, Suite 240 Virginia Beach, VA 23452 www.WholePM.com tyler@wholepm.com (888) 268-0321
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We offer you a franchise opportunity as an Area Representative within a designated territory to solicit, recruit, and support Whole Property Management Unit Franchisees that offer a property management business (the “Area Representative Business”).

The total investment necessary to begin ~~the~~ operation of a Whole Property Management Area Representative Business is \$109,650-to \$320,400. This includes \$100,000 to \$300,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Kelly Wyatt at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452, telephone (888) 268-0321.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: March 30, 2026

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Area Representative Agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Virginia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Virginia than in your own state.

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

3. **Limited-Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

4. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

5. **Minimum Development Schedule.** The Area Representative Agreement requires an area representative to ensure that a minimum number of franchises are opened and continue operating in the franchised territory according to a schedule that is part of the Area Representative Agreement. Failure to open or maintain the minimum number of franchises required under the development schedule may result in termination of your development of unsold units.

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

Table of Contents

ITEM 1.	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES.....	1
ITEM 2.	BUSINESS EXPERIENCE	4
ITEM 3.	LITIGATION.....	4
ITEM 4.	BANKRUPTCY	9
ITEM 5.	INITIAL FEES	9
ITEM 6.	OTHER FEES.....	9
ITEM 7.	ESTIMATED INITIAL INVESTMENT	13
ITEM 8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	14
ITEM 9.	FRANCHISEE’S OBLIGATIONS	16
ITEM 10.	FINANCING	1817
ITEM 11.	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	18
ITEM 12.	TERRITORY	2322
ITEM 13.	TRADEMARKS	24
ITEM 14.	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	23
ITEM 15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS	2726
ITEM 16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	27
ITEM 17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	28
ITEM 18.	PUBLIC FIGURES	30
ITEM 19.	FINANCIAL PERFORMANCE REPRESENTATIONS.....	31
ITEM 20.	OUTLETS AND FRANCHISEE INFORMATION.....	31
ITEM 21.	FINANCIAL STATEMENTS	33
ITEM 22.	AGREEMENTS <u>CONTRACTS</u>	33
ITEM 23.	RECEIPTS.....	34

Exhibits

Exhibit A- State Addenda to the Disclosure Document
Exhibit B- List of State Administrators and Registered Agents
Exhibit C- Area Representative Agreement
Schedule 1 -Territory
Schedule 2 -Minimum Requirements
Schedule 3 -Automatic Bank Draft Authorization
Schedule 4 -Area Representative Biographical Information Form
Schedule 5 -Personal Guaranty
Schedule 6 -State Addenda to the Area Representative Agreement
Exhibit D-Release
Exhibit E-Current Area Representatives
Exhibit F-Former Area Representatives
Exhibit G-Financial Statements
Exhibit H-Table of Contents of Area Representative Operations Manual
Exhibit I-State Effective Dates
Exhibit J-Receipts

certain state laws (Illinois, New York, and Washington State) you may be required to register as a franchise broker before you may offer or sell franchises to residents of those states or as to territory located in those states. You should investigate the application of these laws further.

Further, to close your purchase of the Area Representative Agreement, you must provide us with a complete Biographical Information Sheet. See Schedule 4 to the Area Representative Agreement. Additionally, we ~~may~~ require you to provide us with updated biographical information each year.

ITEM 2. BUSINESS EXPERIENCE

James “Tyler” Howell, President. Mr. Howell has served as our President since May 2025. Mr. Howell has also served as Owner and General Manager of Whole Property Management in Denver, Colorado, since January 2016.

Kelly Wyatt, Vice President of Franchise Development. Mr. Wyatt has served as Vice President of Franchise Development for Loyalty, LLC since November 2025, after previously holding the role of Director of Franchise Development since September 2021. Mr. Wyatt has also owned Tinsel Grooming LLC, a Zoomin Groomin franchise in Columbia, SC, since March 2023, and has served as a Zoomin Groomin Area Representative through Nimooz LLC in Columbia, SC, since August 2022. Prior to joining Loyalty, LLC, Mr. Wyatt served as the Senior Vice President of Sales for FranDevCo in Charlotte, NC, from March 2021 to September 2021. He also served as Vice President of Sales at JTH Tax Inc. in Virginia Beach, VA, from April 2018 to January 2021.

John T. Hewitt, CEO and Chairman of Loyalty. John T. Hewitt has served as the Chief Executive Officer and Chairman of our parent company, Loyalty, located in Virginia Beach, Virginia, since September 2017.

ITEM 3. LITIGATION

John Hewitt, Chief Executive Officer and Chairman of Loyalty, has been named in the following litigation:

Pending Actions:

Ira Lubert and John Martinson v. John T. Hewitt, ATAX, LLC, and Loyalty, LLC (Case No 250503829) Court of Common Pleas of Philadelphia County, Pennsylvania, filed May 30, 2025, amended August 19, 2025. Plaintiffs are minority investors in ATAX, LLC, who allege they were solicited to invest in ATAX as a qualified opportunity zone business and that ATAX failed to qualify. Plaintiffs further allege that Defendants failed to perform certain remedial commitments, including an amendment to ATAX's Operating Agreement and certain financial controls, and that Hewitt caused unauthorized cash transfers from ATAX's accounts to himself and affiliated entities without Board approval. Plaintiffs assert the following claims: (1) Fraud (against Hewitt); (2) Aiding and Abetting Fraud (against Loyalty); (3) Breach of Fiduciary Duty (against Hewitt and Loyalty); (4) Conversion (against Hewitt and Loyalty); (5) Breach of Contract (against Hewitt, Loyalty, and ATAX); (6) Unjust Enrichment (against Hewitt and Loyalty); (7) Breach of the

Virginia Stock Corporation Act (against Hewitt and Loyalty); and (8) Violation of the Pennsylvania Voidable Transfers Act (against Hewitt and Loyalty). Plaintiffs seek rescission of their investments, redemption of their ownership interests at fair value, monetary damages, attorneys' fees, and interest. Defendants deny all allegations and intend to vigorously contest all claims. Trial is scheduled for May 30, 2027.

Fortis Lux Financial, Inc. and Tutum Strategies, LLC v. Loyalty Business Services, LLC a/k/a Ledgers USA, JMS Tax, Inc. d/b/a Ledgers, USA, Loyalty, LLC d/b/a Loyalty Brands and John T. Hewitt, filed May 9, 2025, before the American Arbitration Association for hearing in Virginia (AAA Case No. 01-25-0002-2722). John T. Hewitt was not initially named as a Respondent; however, he was later personally named in Claimant's Statement of Claim and JMS TAX, Inc. was voluntarily removed in an Amended Statement of Claim. The Claimants are an investment advisory and insurance products sales organization, and they entered a joint venture with Ledgers to develop or acquire accounting offices and then convert them to franchise locations. The Claimants filed an Amended Statement of Claim on January 21, 2026, alleging breach of contract, breach of implied duty of good faith and fair dealing, fraud in the inducement, common-law fraud, negligent misrepresentation or in the alternate rescission/restitution. The Respondents deny the allegations and have asserted counterclaims alleging that the Claimant breached the joint venture agreement by failing to enter into franchise agreements, and failing to operate as a franchise and pay advertising fees, royalties, training fees, and other required fees, along with failure to comply with operational requirements, unauthorized use of registered trademarks, false advertising, and failure to pay for certain support services. The Claimant seeks approximately \$1,945,301.11 in damages, together with interest, attorneys' fees, arbitration costs, and such other relief as permitted by law or agreement. The Respondents seek \$225,000 on the counterclaims. No conclusions of law or fact have been made, ~~and no arbitration date has been set.~~ An evidentiary hearing has been scheduled for November 2026.

Concluded Actions:

JTH Tax LLC d/b/a Liberty Tax Service v. John T. Hewitt, Loyalty LLC, ATAX LLC, ATAX Franchise, Inc. and Yneva Marte (Case No.2:21-cv-00076-RBS-LRL) filed February 4, 2021 in the United States District Court for the Eastern District of Virginia. Plaintiff filed the action alleging that ATAX franchisees maintained signage that is confusingly similar to trade dress and logos of the plaintiff. The Plaintiff also alleges that Mr. Hewitt tortiously interfered with certain contractual relations by discussing with existing and former franchisees of the Plaintiff opportunities at ATAX. The complaint alleges that Mr. Hewitt breached his employment agreement by sharing and using trade secrets, confidential and proprietary information for his own benefit or the benefit of a third party by convincing existing and prospective franchisees of the Plaintiff to leave and instead open ATAX franchises. Lastly, the complaint alleges that Mr. Hewitt engaged in a conspiracy to unfairly compete against and damage Liberty Tax by convincing customers and prospective customers to pick ATAX over Liberty Tax. Plaintiffs sought \$20 million in actual damages, treble damages, costs, and legal fees along with injunctive relief. The Defendants have denied the allegations. The matter was settled on December 31, 2021. Under the Settlement Agreement, Defendants agreed to pay the Plaintiff \$545,000 over 6 years, and to refrain from: (1) unfairly competing with Liberty Tax by tortiously interfering with its franchise

Type of Fee (Note 1)	Amount	Due Date	Remarks
Internal Sales Fee	\$5,000 per Unit Franchise	At the time of sale	See Note 3
Franchise Broker Fee	You will pay 50% of any Broker Fee, currently 50% of the Unit Initial Franchise Fee. Broker Fees will vary by broker organization and referral source.	At the time of sale	We will deduct the actual amount of a broker's or referral fee before calculating any initial fee commission to you. The Franchise Broker Fee <u>may-can</u> only be increased by third parties. See Note 4
Technology Fee	Up to \$350 per month	Monthly	We reserve the right to require the use of certain software and services offered by third parties and to collect the fee from you.
Third-Party software fees	Up to \$300	Monthly	These fees, if and when applicable, are to third-party software providers.
Transfer Fee	\$10,000 for a transfer of the franchise or a majority interest in it.	Due before transfer.	We must approve the transfer. In addition, prior to transfer, all outstanding amounts due to us must be paid.
Late fee	\$50	10 days after billing	You must pay a late fee for each past due payment in addition to the interest disclosed above.
Interest	12%	As invoiced	Owed on past due amounts.
Credit Card Processing Fee	Actual amount imposed by third-party credit card processor, currently 2.9% + \$0.30	As incurred	Payable if you elect to pay any sums to us by credit card.
Insufficient Funds Fee	\$50 per transaction	As incurred	You will pay this fee to us if an electronic transfer or other payment from you to us is declined.
Third party charges we incur on your behalf	Actual amount of charge	At time of expense	If we incur third party charges on your behalf <u>because you failed to pay a required obligation, because you failed to pay a required obligation,</u> you will reimburse us for <u>anythe actual amount of</u> such charges.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Sales, Excise, or Gross Receipts tax	Actual amount of tax paid	At time of payment of fees to us which are subject to any tax	If required by the federal government, state or locality in which your Franchised Business is located, the initial franchise fee, royalties, and possibly other goods or services may can be subject to sales, excise, gross receipts or similar type tax, which you will pay to us at the same time and in the same manner as you pay these fees to us.
Indemnification	Actual costs	As incurred	Payable for any loss we incur from your operation of the Area Representative Business.
Assistance Fee in the event of death or incapacity	Our expenses plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Area Representative Business.	At time of expense	We are entitled to this fee if we must operate your franchise due to your death or incapacity.
Attorney Fees and Costs	Actual amount incurred	At time of expense	If we are the substantially prevailing party as to any Claims you will pay our costs and attorney fees.

Note 1: Fees. All of the listed fees are uniformly imposed and non-refundable. We reserve the right to set off amounts owed to us against amounts owed to you. We ~~may~~ can adjust all fixed dollar amounts under the Franchise Agreement for inflation and increased costs once a year by up to 20%.

Note 2: Fee for Franchisee Leads. We may generate leads of potential Candidates and offer them to you, but you are under no obligation to purchase them from us. The cost will vary depending on the cost and difficulty of acquiring the leads, up to \$150. We will offer you, without cost, any lead in your territory provided by a franchise broker; however, a broker fee ~~can~~ may apply if the candidate converts to a Unit Franchisee.

Note 3: Internal Sales Fees. Our parent, Loyalty maintains a sales team (our “Internal Sales Team”) to generate, develop, and close qualified leads. A representative from our Internal Sales Team typically ensures a prospect is disclosed with the then-current Unit disclosure document, works with the prospect throughout the sales process to select a territory, and coordinates with the operations and legal teams through execution of a Unit franchise agreement. We will deduct the

Internal Sales Fee from your Initial Fee Commission. This fee is paid by you and is not a shared expense.

Note 4: Franchise Broker Fee. We ~~may~~can use the services of franchise brokers or other referral sources to identify Candidates who are potentially interested in becoming Franchisees. Brokers are typically paid a commission based on a successful referral. If a Unit Franchise located within your Area Representative Territory is sold to a Candidate referred by a broker, then the amount of the broker's fee will be shared equally (50/50) between you and us. This amount will be deducted before any Initial Fee Commission is paid to you. For example, if a \$40,000 Unit initial franchise fee is paid to us by a Unit Franchisee and the Unit Franchisee was introduced by a broker with a \$20,000 broker/referral fee, the Net Initial Franchise Fee would be \$20,000, and you would receive \$10,000 (50% of the \$20,000 Net Initial Franchise Fee).

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ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Area Representative Fee (Note 1)	\$100,000	\$300,000	Check or Wire Transfer	At Signing of Area Representative Agreement	Us
Initial Advertising	\$3,000	\$5,000	As Arranged As Incurred	After Opening	Third-Party Vendors
Cost of Travel, Food and Lodging for Training (Note 2)	\$200	\$2,000	As Arranged As Incurred	During Training	Airlines, Lodging & Ground Transportation
Rent (Note 3)	\$0	\$3,000	As Arranged	As necessary	Lessor, utilities
Computer Hardware and Software (Note 4)	\$750	\$1,500	As Arranged	Before Beginning Operations	Suppliers
Insurance (Note 5)	\$200	\$400	As Arranged	Before Beginning Operations	Insurance Company
Professional Fees- Legal & Accounting (Note 6)	\$2,500	\$3,500	As Arranged	Before Beginning Operations	Attorney, Accountant
Additional Funds- 3 Months (Note 7)	\$3,000	\$5,000	As Arranged	As Necessary	Us, Employees, Utilities, Lessor & Suppliers
TOTAL (Note 8)	\$109,650	\$320,400			

The initial fees listed above which are paid to us are non-refundable as paid. Whether such fees paid to third parties are refundable would depend upon their policies.

Note 1: Initial Area Representative Fee. The Initial Area Representative Fee will be calculated at a rate of \$10,000 per undeveloped Unit Territory. Typically, an Area Representative will purchase rights over 10-30 undeveloped single unit territories.

Note 2: Initial Training. If not offered via videoconference, you must pay for the travel, lodging, meals, and wages of attendees at Initial Training. Your costs will vary.

Note 3: Rent. You may-can operate out of your home or lease an office. Rent varies depending upon office size, location and market conditions in your area. If you make improvements to the property, you will incur additional expenses for these items.

Note 4: Computer Hardware and Software. You must comply with our computer hardware, software, and CRM specifications, which we have set forth in detail in Item 11. The low end assumes you already own the required Computer Hardware.

Note 5: Insurance. You must purchase the insurance we specify, and as required by state law. At present, we do not require you to purchase insurance. However, you may-can obtain insurance to cover any risk associated with your activity. Also, there could be circumstances in which you may-can incur insurance expenses, such as if you hire employees and are required to obtain workers' compensation insurance or choose to work out of a leased office, and the lease requires insurance. These insurance costs vary by state and can change over time based on your risk management skills. The high and low estimates for insurance cover the first three months of operations.

Note 6: Professional Fees. You may incur professional fees, such as legal, licensing, and accounting expenses, to assist with this franchise purchase, your entity set-up, licensing, and other legal and accounting issues.

Note 7: Additional Funds. The estimate of additional funds for the initial phase of your Area Representative business is based on your operating expenses for the first three months of operation. The estimate of additional funds does not include employee salary or an owner's salary or draw. We base this estimate upon the years of experience our management team has in business development and franchising.

Note 8: We do not offer financing directly or indirectly for any part of the initial investment.

~~**Note 8: Total.** We base this estimate upon the years of experience our management team has in the industry. We do not offer financing directly or indirectly for any part of the initial investment.~~

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased

Advertising and Marketing Materials. You must use advertising materials from us or from a vendor we designate and that comply with our specifications. Any advertising you create independently must be submitted to us for written approval before use.

Computer Hardware, Software, & Subscriptions. We require you to use such computer hardware, software or subscriptions, as we specify in the Manual, which may-can include vendor designations.

Franchise Disclosure Documents. You must use the Franchise Disclosure Documents we provide when recruiting franchises. We will provide an electronic link or copy free of charge.

Insurance. We do not require you to obtain any insurance coverage. You may be required to obtain insurance, such as workers' comp insurance, except as required by your state law. You may also obtain insurance in your discretion to cover any risk associated with your activity.

Whether We or Our Affiliates are Approved Suppliers

We are an approved supplier of Advertising and Marketing material, Franchise Disclosure Documents. We are the only approved supplier of Franchise Disclosure Documents.

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

Officer Interest in Suppliers

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

Alternative Suppliers

We do not maintain written criteria for approving suppliers and therefore these criteria are not available to you. You may contract with alternative suppliers if they meet any criteria which we may issue, except you must use the Franchise Disclosure Document that we provide or make available to you to use. There is no fee to propose another supplier. If you wish to propose another supplier, you must do so in writing. We will review the supplier to determine whether to consider adding the supplier to our list of approved vendors. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we have not responded to a written request for approval of an alternate supplier within 30 days, then the request is disapproved. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications

We issue and modify specifications and standards to Area Representatives or approved suppliers through the Manual or informational bulletins.

Revenue from Required Purchases or Leases

We may derive revenue or other material consideration from required purchases or leases by you.

In our last fiscal year ending December 31, 2025, neither we nor our affiliates earned revenue or other material consideration from required purchases or leases by Area Representatives.

Required Purchases as a Proportion of Costs

We estimate that your required purchases of goods and services will be approximately 10-15% in

ITEM 10. FINANCING

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

Pre-Opening Obligations:

Initial Training. We provide an initial Area Representative training program ("Initial Training") that you and any manager working for you must attend and successfully complete. We do not charge for Initial Training, but you are responsible for the cost of travel and living expenses to attend. The topics covered in Initial Training are described in the chart further below in this Item 11. (Area Representative Agreement, Sections 6.1 and 7.1).

Site Selection. We do not provide site selection assistance as you ~~may~~can operate from your home or any office location. (Area Representative Agreement, Section 6.2).

Operations Manual. We will provide access to our Operations Manual ("Manual") to offer guidance in performing your development and support services. (Area Representative Agreement, Section 6.3).

Computer Systems, Equipment and Supplies. We ~~may~~can issue computer, software, equipment, and supply specifications. (Area Representative Agreement, Section 6.6).

Length of Time Before Opening:

The typical length of time between signing your Area Representative Agreement and the opening of your Area Representative Business is 30 days. You can generally open for business on completion of initial training. (Area Representative Agreement, Section 7.4).

Factors that can affect the time to open for business include: (1) obtaining financing; (2) obtaining licenses and permits; (3) completing training; and (4) acquiring computer hardware, software, equipment, and supplies.

During the Operation of the Franchise:

Payment of Commissions. We calculate and pay commissions due to you as stated in your Area Representative Agreement. (Area Representative Agreement, Section 5).

Operational Support. We provide support to you in the operation of your Area Representative Business. (Area Representative Agreement, Section 6.4).

Franchise Disclosure Documents. We will provide you with an electronic copy of our latest

Franchise Disclosure Document. (Area Representative Agreement, Section 6.5).

Marketing Support. We offer marketing assistance and support. We may provide you with advertising templates to use. We may conduct marketing using electronic or print advertising of any kind. (Area Representative Agreement, Section 6.7).

Establishing Prices. We establish the price of our Unit franchise offering, which is offered through a separate disclosure document. We may-can discount or even waive the Initial Franchise Fee as part of our development efforts. You are not entitled to any Commissions for any discounted or waived amounts. (Area Representative Agreement, Section 6.8).

Additional Training. We may choose to offer additional training or seminars, which may require your attendance. (Area Representative Agreement, Section 6.9).

Advertising Program and Fund:

Advertising Fund. We do not have an Advertising Fund or collect Advertising Fees from Area Representatives. We are not required to spend any amount on advertising in your territory.

Franchisee Leads. From time to time, we may provide to you leads of Candidates interested in buying one of our Unit Franchises within the Territory. If we provide you leads, we will set and publish fees based upon the cost and the difficulty of acquiring the leads. You are under no obligation to purchase these leads. We will offer to you, without cost, any lead in your Territory provided by a Franchise Broker; however, a Broker Fee may-can apply if the Candidate converts to a Unit Franchisee. (Area Representative Agreement, Section 4.2)

Digital Marketing. We may create, operate and promote websites, social media accounts (including but not limited to Facebook, X, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, and franchise opportunities. We have the sole right to control all aspects of any digital marketing including all digital marketing related to your Area Representative Business. (Area Representative Agreement, Sections 12.2).

Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor. (Area Representative Agreement, Section 12.3).

Print Material. We supply you with templates of print materials. (Area Representative Agreement, Section 6.7)

Use of Your Own Advertising. You may use your own advertising materials provided that you submit them to us, and we approve them in writing, and they adhere to federal, state, and local law. If our written approval is not received within 15 days from the date we received the material, the material is deemed disapproved. You must stop using any advertising immediately upon our request. (Area Representative Agreement, Section 12.4).

Private Websites & Email. You are not allowed to have an independent website, social media

account, or obtain or use any domain name for your Area Representative Business, without first obtaining our written approval. You are also not allowed to utilize any other email other than the email provided by us in the provision of services under the Area Representative Agreement or to facilitate any efforts to find, solicit, and recruit Candidates. (Area Representative Agreement, Section 12.5)

Advertising Council. We do not have an advertising council.

Advertising Cooperative. You are not required to participate in a local or regional advertising cooperative.

Computer Systems:

Computer Equipment and Software. You will need internet access and a computer with video conference capabilities. We may also require you to purchase software such as Microsoft Office, sales lead management software (HubSpot), a Zoom Professional Account, Sales Msg (messaging platform), calendaring software, or other software we may specify in the future. Your costs will vary depending on whether you already have these items and the type of computer you purchase. Depending on what you already have, these items can typically be purchased for \$21,000 - \$21,500. Software subscriptions will be approximately \$300 a month.

Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates. You must maintain your computer systems in good working order and must replace, update or upgrade your hardware systems as we require. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts to your computer systems is \$500 - \$1,000.

Independent Access to Information. We ~~reserve the right to~~ can have independent access to the information that will be generated or stored in your computer system. You will store prospect, financial, and operational information in your computer systems. There are no contractual limitations on our right to access the information. (Area Representative Agreement, Section 14.4).

Area Representative Operations Manual:

Exhibit H contains the Table of Contents to the Area Representative Operations Manual (“AR Manual”). The AR Manual contains 15 pages.

TRAINING PROGRAM

Area Representative Training

Subject	Hours of Classroom Training	Hours of on-the-job Training	Location
The Area Representative Mission & Guardrails	1	0	(Note 1)

ITEM 12. TERRITORY

The Territory will be for a specific geographic region that we define by zip codes, natural, or political boundaries as set forth on Schedule 1 to the Area Representative Agreement (“Area Representative Territory”). A typical territory will contain area representative rights over approximately 15–30 Unit franchise territories. Each unit franchise territory will contain a population of approximately 125,000 people. We obtain population data from the U.S. Census Bureau or another service we deem reliable.

You ~~may~~ can operate the Area Representative Business out of your home or any office location. You are not required to obtain our approval if you relocate your Area Representative Business but must notify us in writing. We would not normally grant you approval to open an additional outlet within your Territory, but we may grant you additional Area Representative territories if we feel you have the time, energy, capital, and management structure to open and operate another territory successfully.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

As an Area Representative, you will recruit and support Unit Franchisees in your Territory. You may solicit and accept orders inside and outside of your Territory for franchisees to own a Unit Franchise in your Territory, including using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, pursuant to our guidelines.

The Area Representative Agreement does not give you any right to operate a Unit Franchise.

Continuation of your Territorial rights depends on achieving a certain development goal, namely, the Minimum Requirements specified in your Area Representative Agreement. You must satisfy the Minimum Requirements as to the total yearly number of Unit franchise agreements signed with Unit Franchises designated and to be located within the Area Representative Territory and, the cumulative number of Unit Franchises located within your Area Representative Territory that are developed, open, and operating. Your Minimum Requirements will be developed and agreed upon by both of us before you sign an Area Representative Agreement and will be set forth in Schedule 2 of your Area Representative Agreement, based upon what you and we believe is a reasonable development schedule given the characteristics of the Area Representative Territory. If you fail to meet Minimum Requirements, we ~~reserve the right to~~ can terminate your territorial rights under the Area Representative Agreement for the development of additional units. You will still maintain your rights, obligations and share in the Initial Franchise Fees and Royalties for any existing Unit franchise agreements for the term of the Area Representative Agreement so long as you are in compliance with the remaining terms of the Area Representative Agreement; however, we ~~may~~ can then freely sell and develop the terminated territory without sharing any of the Initial Franchise Fees or Royalties.

There are no other circumstances that permit us to modify your territorial rights except on expiration or termination of the Area Representative Agreement.

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

We or an affiliate ~~reserve the right to~~can make sales, including using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept orders within your territory using our principal trademarks.

If we solicit or accept an Initial Franchise Fee from a Unit Franchisee who purchases a Unit Franchise inside your Territory, you will be credited with the sale and be compensated in accordance with the terms of the Area Representative Agreement.

We or an affiliate also ~~reserves the right to~~can make sales, including using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to solicit or accept orders within your territory of products or services under trademarks different from the ones that you will use under the Area Representative Agreement.


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

Our Affiliates ATAX, Cooper's Scoopers, Hike Doggie, Ledgers, CR3 American Exteriors, Salty Dawg, and Zoomin Groomin also offer Area Representative franchises. We do not own or operate these outlets. Our Affiliates will solicit and accept orders within your territory. Our parent, Loyalty, will resolve any conflicts. Loyalty's principal business address is 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452. We may share physical and training facilities with Loyalty and its affiliates.

Except as disclosed above, neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark in which such business sells or will sell goods or services similar to those you will offer, but we can do so.

ITEM 13. TRADEMARKS

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

Mark	Principal or Supplemental Register of the USPTO	Serial/Registration Number	Registration Date
WHOLE PROPERTY MANAGEMENT	Principal	8093635	January 6, 2026
 WHOLE Property Management	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

We have filed all required affidavits and renewals for registered Marks.

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

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

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

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

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

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

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently hold any patents or have any pending patent applications that are material to

the franchise. We claim copyrights to our Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights.

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

We do not have an obligation in the Area Representative Agreement to protect our copyrights. We will remain in control of any such litigation. We are not required to participate in the defense of, or indemnify, you for expenses or damages in, a proceeding involving a copyright licensed to you. We may modify or change the copyrighted materials and compel you to accept and adopt such modifications or changes at your expense.

We know of no superior rights or infringing uses that could materially affect your use of the copyrighted materials.

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

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

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

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

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

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

any other person or business.

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

You are required to participate personally in the direct operation of the Area Representative Business or have a General Manager who attends and successfully completes our initial training to our satisfaction. Any replacement General Manager must also attend and successfully complete our initial training to our satisfaction. Successfully completing initial training to our satisfaction means that we believe you have sufficiently grasped the material taught to run an Area Representative franchise competently. Any General Manager must also sign a Confidentiality and Non-Compete Agreement as we may specify, subject to state law. A General Manager is not required to have any equity interest in the franchisee's business.

All owners of the Area Representative Business must guarantee the obligations under the Area Representative Agreement and are subject to a covenant not to compete along with confidentiality requirements. Spouses are not required to sign a personal guaranty unless they are owners of the Area Representative Business.

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

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

As an Area Representative, you will recruit prospects to open and operate a Unit Franchisee. Unit Franchises can only be offered and sold through the disclosure of a separate Unit disclosure document that we provide to you. You will only be permitted to recruit prospects when we have issued a current Unit disclosure document and obtained any required state registration. As an Area Representative, you are not authorized to sign any documents on our behalf or on behalf of the System. You will refer all qualified franchisee candidates to us and we may can, in our sole and absolute discretion, determine whether or not we approve or disapprove of each respective franchisee candidate. If we reject a franchisee candidate or elect not to enter into a Unit franchise agreement with a franchisee candidate, you will not receive any compensation.

You must offer and sell only the goods and services that we approve, and you must sell all the goods and services that we authorize. We have the unlimited right to change the types of authorized goods and services, but we do not intend to materially change the nature of this relation or the authorized goods and services.

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**ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE
RESOLUTION**

THE FRANCHISE RELATIONSHIP

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

Provision	Section In Area Representative or other Agreement	Summary
a. Length of the franchise term	2.1	10 years.
b. Renewal or extension of the term	2.2	Can be renewed for successive terms if you are in compliance with your Area Representative Agreement (“Agreement”) and we continue to offer Unit Franchised Businesses.
c. Requirements for franchisee to renew or extend	2.2	Give us 120 days’ notice before the expiration of the Agreement. Sign a Release, and sign our then current Agreement, which may <u>can</u> contain materially different terms and conditions than your original contract. But we can not reduce your percent of receipt of Initial Franchise Fees or Royalties upon renewal.
d. Termination by franchisee	15.1	You may <u>can</u> terminate the Agreement if you do not renew, by selling the Area Representative Business, or at any time by written notice to us. You may <u>can</u> terminate the Agreement under any grounds permitted by state law.
e. Termination by franchisor without cause	15.5	If we cease operations, you and we agree to enter into a Mutual Termination Agreement, and you will be released from your post-termination noncompete duties.
f. Termination by franchisor with cause	15.2, 15.3	We can terminate only if you default.
g. “Cause” defined – curable defaults	15.3	Violate the Agreement, Manual, any other agreement with us, or owe monies to us more than 30 days past due, and do not cure such breach within 30 days after notice.
h. “Cause” defined – noncurable defaults	15.2	Do not pass initial training, become insolvent, have a judgment against you, commit a

Provision	Section In Area Representative or other Agreement	Summary
		material violation of law, abandon the Area Representative Business, fail to properly disclose a franchise candidate, make an unauthorized sales representation or commitment, fail to fully and truthfully submit Biographical Information, fail to permit us to inspect or audit your franchise death or incapacity without a timely transfer; repeated breaches.
i. Franchisee’s obligations on termination/non-renewal	16, 18	Cease operations and stop using our Marks, pay monies owed to us, deliver to us business records and candidate leads, transfer telephone number to us, return to us our Manual and any Confidential Information, cancel any fictitious name filing, and adhere to the post-term covenants not to compete and not to solicit, execute any necessary documents.
j. Assignment of contract by franchisor	19.1	We may can assign to a successor who remains bound by the terms of the Agreement.
k. “Transfer” by franchisee – defined	19.2, 19.3, 19.4	Includes transfer of Area Representative Agreement, any interest of the Area Representative Agreement, or substantially all of the assets of the Area Representative Business.
l. Franchisor approval of transfer by franchisee	19.6	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	19.2, 19.6	You must be in compliance with the Agreement, sign a release, pay the transfer fee, we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
n. Franchisor’s right to first refusal to acquire franchisee’s business	19.5	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Area Representative Business.
o. Franchisor’s option to purchase franchisee’s business	None	Not applicable

Provision	Section In Area Representative or other Agreement	Summary
p. Death or disability of franchisee	20	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee, transferee must attend and successfully complete training, and sign our then current Agreement.
q. Non-competition covenants during the term of the franchise	17	No competition allowed in the United States and its territories <u>(subject to applicable state law)</u> .
r. Non-competition covenants after the franchise is terminated or expires	17	No competition for 2 years within the Territory or <u>and</u> 25 miles from the boundaries of the Territory or 25 miles of the territory of any Unit Franchised Business <u>(subject to applicable state law)</u> .
s. Modification of the agreement	21, 6	No modifications except to the Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the Agreement.
t. Integration/merger clause	23	Only the terms in the Area Representative Agreement are binding (subject to federal or state law). Any representations or promises made outside the disclosure document and Area Representative Agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	24.2, 24.9, 24.10	You must first attempt to resolve Claims against us through mediation. You must arbitrate all claims against us. This provision is subject to state law.
v. Choice of forum	24.2	Where our corporate headquarters are located, presently Virginia Beach, Virginia (subject to applicable state law).
w. Choice of Law	24.1	Virginia law governs (subject to applicable state law).

ITEM 18. PUBLIC FIGURES

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

Table No. 5
Projected Area Representative Openings as of December 31, 2025

State	Area Representative Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	0	1	0
Virginia	0	1	0
TOTALS	0	2	0

Exhibit E contains a list of the names of all current Area Representatives and the addresses and telephone numbers of each Area Representative Business.

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

Restrictions on Ability to Speak. During the last three fiscal years, no current or former Area Representatives have signed confidentiality clauses restricting them from discussing their experiences as an Area Representative in our franchise system with you.

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

ITEM 21. FINANCIAL STATEMENTS

Exhibit G contains our [unaudited Balance Sheet and Profit and Loss Statement as of January 31, 2026, as well as our](#) audited financial statements as of December 31, 2025. We have not been in business for three years and so cannot include all financial statements required by the FTC Franchise Rule. Our fiscal year end is December 31.

ITEM 22. CONTRACTS

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

- Exhibit C Area Representative Agreement
 - Schedule 1 - Territory
 - Schedule 2 - Minimum Requirements
 - Schedule 3 - Automatic Bank Draft Authorization
 - Schedule 4 - Area Representative Biographical Information Form
 - Schedule 5 - Personal Guaranty

ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT

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

1. Illinois law governs the Area Representative Agreement
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in an Area Representative Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, an Area Representative Agreement may provide for arbitration to take place outside of Illinois.
3. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or **any other law of the State of Illinois** is void.
4. The conditions under which your Area Representative Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Initial Fee Deferral. Item 5 of the Disclosure Document is modified to also provide that we defer collection of all initial fees until we have satisfied our pre-opening obligations to you and you have commenced doing business under the Area Representative Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

MARYLAND ADDENDUM TO THE DISCLOSURE DOCUMENT

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

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

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

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

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

Initial Fee Deferral:

Item 5 of the Disclosure Document is modified to also provide: “Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.”

**VIRGINIA ADDENDUM
TO THE DISCLOSURE DOCUMENT**

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

Item 17.r. of the Disclosure Document is amended to also provide: There are none in Virginia; however, if you sell your franchise back to either us or a third party then a post-term noncompete clause will apply for 2 years and 25 miles from the boundaries of the Territory or 25 miles of the territory of any Unit Franchised Business. ~~period if the Franchisee sells the Franchised Business to a third party or the Franchisor at a mutually agreed upon price.~~

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.

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. The term “franchisee” as used in this addendum includes “Area Representative,” and the term “franchise agreement” includes the “Area Representative Agreement.”

20. [An area representative may be required to register as a franchise broker in Washington pursuant to RCW 19.100.140.](#)

~~19-21.~~ [The Franchisor will defer collection of all initial franchise fees until the Franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.](#)

Special Risks to Consider About *This* Franchise

Litigation History. The litigation history of certain members of the management team may increase the risk of your investment. You may wish to further review this litigation history, whether or not it has been required to be disclosed in this FDD.

Franchisor has been required to supplement Item 3 in Washington in furtherance of the objectives of the Washington Franchise Investment Protection Act. Accordingly, Franchisor makes the following additional disclosures related to its litigation history:

Asbestos Workers’ Philadelphia Pension Fund, derivatively on behalf of Liberty Tax, Inc., v. John Hewitt. Defendant, and Liberty Tax, Inc., Nominal Defendant, (Case No. 2017-0883), Erie County Employees Retirement. System, on behalf of Liberty Tax, Inc. v. John T. Hewitt. Defendant, and Liberty Tax, Inc. Nominal Defendant, Case No. 2017-0914, and RSL Senior Partners, LLC,

within your Territory, but we may grant you additional Area Representative territories if we feel you have the time, energy, capital, and management structure to open and operate another territory successfully.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You may solicit and accept orders inside and outside of your Territory for franchisees to own a Unit Franchise in your Territory, including using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, pursuant to our guidelines.

The Area Representative Agreement does not give you any right to operate a Unit Franchise.

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

We or an affiliate ~~reserve the right to~~can make sales, including using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept orders within your territory using our principal trademarks.

We or an affiliate also ~~can reserves the right to~~ make sales, including using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to solicit or accept orders within your territory of products or services under trademarks different from the ones that you will use under the Area Representative Agreement.

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

4. FEES PAID BY AREA REPRESENTATIVE

4.1 Initial Area Representative Fee. Upon execution of this Agreement, you will pay an Initial Area Representative Fee as provided on the Summary Page (the "Initial Area Representative Fee"). Except as provided below, the Initial Area Representative Fee is fully earned and nonrefundable when both you and we execute this Agreement. Notwithstanding the foregoing, if you do not pass our Initial Area Representative Training in accordance with our then-current passing standards, we will refund the Initial Area Representative Fee, provided that you return to us all materials we distributed during training within five (5) days of the date training concludes. No Initial Area Representative Fee is due upon renewal or transfer of an Area Representative Agreement.

4.2 Fee for Franchisee Leads. From time to time, we may provide to you leads of potential Candidates interested in buying one or more of Unit Franchised Businesses within your Territory. If we provide you leads, we will set and publish fees based upon the cost and the difficulty of acquiring the leads. You are under no obligation to purchase these leads. We will offer to you, without cost, any

lead in your Territory provided by a Franchise Broker; however, a Broker Fee may apply if the Candidate converts to a Unit Franchisee.

4.3 Internal Sales Fee. You will pay us \$5,000 for each Unit Franchise sold for our staff or a designated agent of ours, our parent Loyalty, LLC, or any affiliate of ours (our “Internal Sales Team”) to assist you with the selling process for a Unit Franchisee who buys a unit within your Territory (the “Internal Sales Fee”). If a Unit Franchisee purchases multiple units, the Internal Sales Fee will be 5,000 for each unit sold in your Territory. Assistance may come in various degrees but typically involves assistance in generating leads, developing leads, or closing qualified leads during the sales process. This fee is paid by you and is not a shared expense.

4.4 Franchise Broker Fee. We may use the services of franchise brokers or other referral sources to identify Candidates. If a Unit Franchise located within your Area Representative Territory is sold to a Candidate referred by a broker, then you will pay a proportionate share (50%) of their fee (each a “Broker Fee”).

4.5 Technology Fee. We reserve the right to charge, and you agree to pay up to \$350 per month for the right to use certain software and services.

4.6 Transfer Fee. You agree to pay us a Transfer Fee of \$10,000 for any transfer of the majority interest of the franchise. We must approve of any transfer and the transfer fee must be paid before the transfer is complete.

4.7 Late Fee. You agree to pay us a late fee of \$50 per month on any late payments you owe to us, plus interest.

4.8 Interest. You agree to pay 12% interest on past due amounts.

4.9 Credit Card Processing Fee. You must pay us the then-current charge imposed by third-party credit card processors if you elect to pay any sums to us by credit card.

4.10 Insufficient Funds Fee. You agree to pay us \$50 per transaction if an electronic transfer or other payment from you to us is declined for insufficient funds.

4.11 Fees to Third Parties. You agree to reimburse us for the actual amount of any third-party charges we may incur on your behalf because you failed to pay a required obligation. You are solely responsible for all fees and expenses to third parties required to operate your Area Representative Business.

~~4.11—You agree to reimburse us for any third-party charges we may incur on your behalf relating to the operation of your Area Representative Business. You are solely responsible for all fees and expenses to third parties required to operate your Area Representative Business as required by the Manual or this Agreement.~~

4.12 Sales, Excise, or Gross Receipts Taxes. If required by the federal government, state or locality in which your Franchised Business is located, the Area Representative Fee, Royalties, and

**ILLINOIS ADDENDUM
TO THE AREA REPRESENTATIVE AGREEMENT**

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

1. Illinois law governs the Area Representative Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in an Area Representative Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, an Area Representative Agreement may provide for arbitration to take place outside of Illinois.
3. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Initial Fee Deferral. Item 5 of the Disclosure Document is modified to also provide that we defer collection of all initial fees until we have satisfied our pre-opening obligations to you and you have commenced doing business under the Area Representative Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

AREA REPRESENTATIVE:

By: _____

By: _____

FRANCHISOR:

Whole PM Holdings, LLC

By: _____
James Tyler Howell, President

Date: _____

**MARYLAND ADDENDUM
TO THE AREA REPRESENTATIVE AGREEMENT**

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

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

2. This Area Representative Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

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

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

6. Section 27 of the Area Representative Agreement is deleted in its entirety.

Initial Fee Deferral:

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

[signature page follows]

VIRGINIA ADDENDUM
TO THE FRANCHISE AGREEMENT

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

No post-term noncompete provision shall be of any force or effect, however, a post-term noncompete clause will apply for a 2 year period if the Franchisee sells the Franchised Business to a third party or the Franchisor at a mutually agreed upon price.

FRANCHISEE: _____

FRANCHISOR: _____

Whole PM Holdings, LLC

By: _____

By: _____

James Tyler Howell, President

By: _____

Date: _____

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. The term “franchisee” as used in this addendum includes “Area Representative,” and the term “franchise agreement” includes the “Area Representative Agreement.”
20. [An area representative may be required to register as a franchise broker in Washington pursuant to RCW 19.100.140.](#)
21. [Section 24.7 of the Area Representative Agreement does not apply.](#)
22. [Section 25 of the Area Representative Agreement does not apply to claims arising under the Franchise Investment Protection Act, chapter 19.100 RCW, or the rules or orders adopted thereunder, in accordance with RCW 19.100.220\(2\).](#)
- 19.23. [The Franchisor will defer collection of all initial franchise fees until the Franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.](#)

The undersigned does hereby acknowledge receipt of this addendum.

AREA REPRESENTATIVE:

FRANCHISOR:
Whole PM Holdings, LLC

EXHIBIT G
FINANCIAL STATEMENTS

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

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

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

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

3:28 PM
04/28/26
Accrual Basis

Whole PM Holdings LLC
Balance Sheet Unaudited
As of January 31, 2026

	Jan 31, 26
ASSETS	
Current Assets	
Checking/Savings	31,608.38
Other Current Assets	4,851.80
Total Current Assets	36,460.18
Other Assets	36,629.00
TOTAL ASSETS	73,089.18
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	1,047.69
Long Term Liabilities	53,983.00
Total Liabilities	55,030.69
Equity	
3010 · Invested Capital	200,000.00
3200 · Retained Earnings	-142,300.75
Net Income	-39,640.76
Total Equity	18,058.49
TOTAL LIABILITIES & EQUITY	73,089.18

3:22 PM
04/28/26
Accrual Basis

Whole PM Holdings LLC
Profit & Loss Unaudited
January 2026

	<u>Jan 26</u>
Ordinary Income/Expense	
Income	
4004 · Franchise Sales Income	146.00
Total Income	146.00
Expense	
6000 · Advertising & Promotion	
6000-01 · Franchise Recruitment	8,032.39
Total 6000 · Advertising & Promotion	8,032.39
6051 · Loyalty Overhead	
6051-01 · SU Sales Overhead	20,000.00
Total 6051 · Loyalty Overhead	20,000.00
6345 · Legal & Professional Expense	3,475.50
6400 · Marketing Spend	175.00
6430 · Meals Expense	302.10
6490 · Office Expense	55.00
6600 · Salaries & Wages	5,109.89
6610 · Payroll Taxes	649.33
6820 · Technology Expense	43.40
6840 · Travel Expense	1,828.51
6845 · Training Expense	115.64
Total Expense	39,786.76
Net Ordinary Income	-39,640.76
Net Income	<u>-39,640.76</u>