

FRANCHISE DISCLOSURE DOCUMENT



Pet Passages Franchising, Inc.

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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 ~~\$285,397,302,643.00~~ to ~~\$524,712,567,958.00~~. This includes ~~\$83,451,486.00~~ - ~~\$128,951,129,251.00~~ 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

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: ~~April 2, 2025~~ March 27, 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 franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation in New York State. Out-of-State mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate or litigate with us in New York State than in your own state.
2. **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.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's matrimonial and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Mandatory Minimum Payments.** You must make mandatory minimum advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.
5. **Inventory Control.** You must make initial inventory and supply purchases of at least \$22,451.00 (and between \$2,500.00 - \$3,500 in shipping costs), even if you do not need that much. Your inability to make these purchases or to maintain inventory levels at all times may result in termination of your franchise and loss of your investment.
6. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

Description of Franchised Business

We grant franchises to operate pet funeral homes and provide pet memorialization and cremation services under the “Pet Passages” name (the “System”). We offer franchises to franchisees that operate preexisting funeral homes, veterinary hospitals, and humane societies as well as franchisees that have no prior experience in operating a funeral or crematorium business. We will show you how to operate a pet funeral home business that provides a variety of goods and/or services utilizing the System, including our proprietary pet tracking software (your “Franchised Business”). Some of this information will be provided by us during the initial training program.

We will grant you a sublicense to use certain trademarks, service marks, logos and trade names, including the Pet Passages name (collectively, the “Marks”) in connection with the operation of your Franchised Business. The operational aspects of a Pet Passages Franchised Business are contained within the confidential Operating Manual (the “Manual” “Brand Standards Manual” or “Operating Manual”) and the Digital Operations Portal (as defined in Item 11). You will operate your Pet Passages franchise as an independent business using the Marks, the System, the Pet Passages name, as well as the support, guidance and other methods and materials provided or developed by us. You will offer and provide Pet Passages goods/services to the general public under the terms and conditions contained within the Franchise Agreement and the Brand Standards Manual. You may offer no other goods or services in conjunction with the System or the Marks without our prior written approval.

~~“Our Beliefs” are as follows:-~~

~~We believe that Pet Passages is first and foremost a Brand. No one of us is greater than all of us together. Therefore, we are committed to living the Brand’s Mission, Values, and Purpose (described below) between and among one another and with the Pet Parents and their pets (“Pet Parent(s)” shall mean a pet owner who is a past, current or future customer of the Franchised Business or another Pet Passages® location. The term “Pet Parent” does not include Referral Accounts, as defined in Section 2.6 of the Franchise Agreement).~~

~~**Pet Passages**, as a Brand, is the embodiment of our identity and values. For Pet Passages, our brand represents compassion, professionalism, and reliability, ensuring that Pet Parents and their families feel comforted and supported during their time of need. These experiences, created in each location creates a lasting impression, fostering loyalty and establishing a meaningful connection with our Pet Parents and those they influence. Pet Passages Brand is a promise, and a commitment met.~~

~~Here is what we believe and live:~~

~~**Our Mission: Guiding Pet Parents through their pet’s passage.**~~

~~**Our Core Values:**~~

- ~~● **Dignity:** We honor every pet’s life with the utmost respect and care, ensuring they receive the dignified farewell they deserve.~~
- ~~● **Respect:** We treat every Pet Parent and their beloved pet with the highest level of respect, understanding the deep bond they share.~~
- ~~● **Compassion:** We approach each situation with empathy and kindness, providing comfort and support during this difficult time.~~

- ~~**Transparency:** We maintain open and honest communication throughout the process, ensuring that our Pet Parents are fully informed and at ease.~~
- ~~**Integrity:** We uphold the highest ethical standards in all our services, ensuring trust and confidence in our commitment to excellence.~~

~~**Our Purpose:** For us (Pet Passages), there is no greater responsibility than honoring and preserving the story and memory of a family's beloved pet.~~

~~**Our Brand foundation is based on:**~~

- ~~Attitude, character, and integrity~~
- ~~A passionate commitment to our Pet Parents and their pets, all else is secondary~~
- ~~Being dedicated to continuous personal growth and professional Improvement~~
- ~~Being devoted to God, one another, family, and community~~
- ~~A spirit of fun and a sense of humor~~
- ~~Acknowledging this tremendous responsibility and privilege to serve Pet Parents as their pets pass~~

~~Our Mission, Core Values, Purpose, and Foundation form the very essence of the Pet Passages franchise program.~~

~~Your operation of a franchised business will directly affect the experiences of Pet Passages' Pet Parents and their pets and their overall perception and acceptance of the Pet Passages System, Brand, Marks, and the other members of the Pet Passages network of businesses.~~

Market and Competition

The market for the products and services offered by a Pet Passages business consists of anyone who owns a pet. If you operate a Pet Passages franchise, your competition will primarily consist of traditional funeral homes, national pet service companies, local pet disposal companies, crematoriums, kennels and veterinary hospitals that also provide pet crematory and memorialization services. The market for pet services is not a seasonal business, is well established and very competitive.

Laws and Regulations

You must comply with all federal, state and local laws and regulations relating to the operation of your Franchised Business. Most state and local health departments as well as local environmental protection agencies regulate the cremation of pets, and you must comply with any rules or regulations issued by such departments and regulatory agencies. In addition, you must locate your Franchised Business in an area that has the proper zoning for a crematory and there may be other laws applicable to a Pet Passages business. You may wish to investigate these laws before buying a Pet Passages franchise.

Required Licenses

You will be required to apply for and receive your License to Operate as a Crematory, Crematory Operator License, and DEC/EPA Air Facility Registration Certificate/Permit prior to opening and operating your Franchised Business.

ITEM 2. BUSINESS EXPERIENCE

Pet Passages Franchising, Inc. - Franchisor

Michael Harris: President and CEO since November, 2015

Mr. Harris is the President and CEO of Pet Passages, Inc. in Ontario, New York and has been since its formation in August, 2011. Mr. Harris is currently our sole shareholder, director and officer and has been since December, 2016. Mr. Harris is also the President of MindyAnn, Inc. in Ontario, New York and has been since its formation in September, 2016. Mr. Harris is the President, Secretary, and Treasurer of Ellis Wallace Enterprise, Inc. in Lafayette, Louisiana and has been since its formation on August 16th, 2022.

Andrea Harris: Vice President of Operations since September, 2021

Andrea began as a Pet Funeral Director for MindyAnn, Inc. at its Ontario, New York location in June, 2018, and continues working in its Ontario, New York location. She is also currently the Vice President of Operations for Pet Passages Franchising, Inc. in Ontario, New York, and has been since September, 2021.

ITEM 3. LITIGATION

~~No litigation is required to be disclosed in this Item.~~

Pet Passages Franchising, Inc. v. Mohawk Valley Pet Tributes, LLC and Daniel Enea, Index No. E2025011156. Pet Passages Franchising, Inc. filed a collection action in New York State Supreme Court against a franchisee that was terminated for amounts due to franchisor, the case is still ongoing.

ITEM 4. BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Franchise Fee.

You must pay us an initial franchise fee in the amount of \$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 add an additional \$10,000 for each extra territory comprised of an additional county(ies) with an estimated 50,000 Housing Units to the initial franchise fee, up to a general maximum initial franchise fee of \$95,000 for a number of counties that is comprised of roughly 500,000 Housing Units (see Item 12 for more information on the protected territory). The number of Housing Units within the territory are an estimate, the territory itself will be a county or a number of counties, and will be negotiated by you and us. 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 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 every 10,000 Housing Units above the 500,000 threshold. Portions of the initial franchise fee will be used

to defray some of our costs and expenses for the development and maintenance of the System and providing training to franchisees. The entire amount of the initial franchise fee is due in full at the time you execute the Franchise Agreement. The initial franchise fee is not refundable under any circumstances. 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.

For Maryland Franchisees:

This section shall apply only to Maryland Franchisees. Based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, the payment of 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.

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.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Biannual -annual Conference (if any)	\$300 - \$995 per person	A minimum of thirty days prior to the conference	You are responsible for all travel, room and board, and salary expense. If we require you to attend a conference or other meeting, you may have to pay a fee.
Additional training due to failure to maintain standards	Trainer's salary, plus expenses	As incurred	Note 10
Counseling and Advisory Services	Currently, there is no charge for these services. We provide them as a courtesy to our franchisees, but reserve the right to start charging for them in the future.	As incurred	Note 11
National Accounts Fee	Included in royalty fee	Payable on or before 10th day of month for prior month's operations	Note 12
Call Center Fee	Currently, there is no call center fee. However, Franchisor reserves the right to establish a call center and charge a call center fee.	If established – Then payable on or before 10 th day of month.	Note 13
Non-Compliance Fee	Up to \$2,500.00 per occurrence.	If Notice of Non-Compliance is issued – not less than 15 days after notice is provided by us	Note 14
Pet Parent Reimbursement Fee	Varies	As incurred	Note 15
Management Fee	10% of Gross Sales	As incurred	Note 16
Technology Fee	\$250 per month.	On or before the 10 th of the month, with the first three months payment (\$750) due two months prior to the opening the location	Note 17
Procurement of Insurance	Cost of insurance, plus a fee of up to 25% of total insurance premium cost.	Upon demand	Note 18
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
<u>Interim Remodeling</u>	<u>Actual cost of remodeling and upgrading, not to exceed \$15,000 per interim remodel</u>	<u>As incurred every 5 years</u>	<u>Note 23</u>

NOTES:

(1) Except as otherwise stated in the Notes below, all fees are imposed by and are payable to us. All

Organization, Bylaws, Operating Agreement, etc.).

- (10) If we notify you in writing that you have failed to maintain standards at the store and fail to cure the failure within 10 days, we have the right to assign trainers to your store, and you have to reimburse us for the trainer's salaries, travel, living expenses, and other related expenses.
- (11) Normally, there is no fee for these services, which are provided by telephone or at our offices, unless you require unusual, extensive, or extraordinary assistance. If so, we have the right to charge you a reasonable fee. Such fee will be no more than \$150 per hour.
- (12) National Accounts Fees – Franchisor may enter into agreements to provide services to Pet Parents (whether the referring veterinary practice, or end customer) as part of a national or regional account program (“National Accounts”). Franchisee is required to perform those services subject to the terms of the program and remit to Franchisor the standard Royalty Fee. See section 2.8 of the Franchise Agreement.
- (13) Call Center Fee - In the event Franchisor establishes a call center to provide services which include answering calls, collecting payment, and dispatching drivers, and performing other administrative tasks on behalf of franchisees, Franchisee agrees to pay a call center fee, ~~as established by Franchisor~~ which would be no more than \$75 per month, which may be raised no more than twice per year. See section 8.6 of the Franchise Agreement.
- (14) Non-Compliance Fee. - In the event Franchisee is not in compliance with its obligations under this Agreement, Franchisor has the right, but not the obligation to declare Franchisee non-compliant in writing, and assess a Non-Compliance Fee, up to \$2,500.00 per occurrence. The notice shall be delivered to Franchisee with sufficient detail to allow Franchisee the opportunity to cure its non-compliance. The Non-Compliance Fee shall be paid to Franchisor fifteen (15) days after notice is provided by Franchisee, unless cured within said timeframe. See section 8.9 of the Franchise Agreement.
- (15) Pet Parent Reimbursement Fee - In the event a Pet Parent's complaint is not resolved by Franchisee to the Pet Parent's satisfaction, and Franchisor determines, after investigation of the matter, that the Franchisee failed to adequately perform services in a professional manner, Franchisor shall have the right to perform or cause to be performed the services to Pet Parent's satisfaction or to reimburse the Pet Parent for any money that the Pet Parent paid to Franchisee for the services in question. Franchisee shall promptly reimburse Franchisor for any costs incurred by Franchisor in performance of the services, or reimbursement to the Pet Parent, immediately upon receipt of Franchisor's invoice. See Section 8.10 of the Franchise Agreement.
- (16) In the event Franchisor elects to temporarily take over the business premises and operations of the Franchised Business upon the circumstances set forth in Sections 16.8 of the Franchise Agreement, Franchisee authorizes Franchisor to retain a management fee in the amount of 10% of the Gross Sales of the Franchised Business during the term Franchisor operates the Franchised Business as set forth in Section 8.13 of the Franchise Agreement.
- (17) Technology Fee – The current Technology Fee is \$250.00 per month, which is subject to increase upon 30 days written notice to Franchisee, but shall not increase more than \$50 per year and will be capped at \$500 per month during the initial Term of this Agreement. The technology fee includes hosting of website, software, e-commerce platform, maintenance, and the Pet Passages Digital Operations Portal, which is a 3rd party program. 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. 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.

- (18) Payable only if you fail to obtain required insurance and we elect to obtain it on your behalf.
- (19) Advertising/Marketing Design Fee – The current rate for our in-house director of advertising and marketing is \$125 per hour, this fee will not increase by more than \$5 per year. You may work with our director of advertising and marketing for your local marketing and advertising that is required by Item 11, and Section 11.5 of the Franchise Agreement.
- (20) Public Relations Crisis Management Team Fee – currently \$150 per hour in the event of a crisis that requires a public statement or press release.
- (21) 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.
- (22) 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
- (23) Interim Remodel - Pursuant to Section 7.11 of the Franchise Agreement, Franchisee is required to remodel and upgrade the Franchised Business to meet the current Brand Standards, before the termination of each five (5) year period throughout the original term and any renewal of the Franchise Agreement. The Franchisee will pay all costs incurred in connection with such remodeling and upgrading and the acquisition of any fixtures, but such costs shall not exceed \$15,000 per interim remodel.

ITEM 7. ESTIMATED INITIAL INVESTMENT

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 \$1,500	\$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	\$2039,000	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	\$7,1518,397	\$7,1518,397	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
<u>Vehicle wrap</u>	<u>\$4,000</u>	<u>\$8,000</u>	<u>As Arranged</u>	<u>As Arranged</u>	<u>Approved Supplier</u>
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	\$75.00	\$75.00	Lump Sum	As Arranged	Us
Uniforms	\$35.00	\$300.00	As Incurred	As Arranged	Us
Total Estimated Initial Investment	<u>\$285,397,302,643 to \$524,712,567,958</u>				

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. ~~These figures may vary considerably in other parts of the United States.~~ 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 ~~silver~~ Ford Transit Connect XL (for daily transfers) in the current body style, ~~silver~~ 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

requirements vary widely from state to state, as well as the fee that the environmental engineer will charge you.

- (9) This figure represents your initial start-up expenses for overhead over the first 3 months of operation (the “initial period”). These expenses include overhead such as rent, and insurance, ~~and payroll costs,~~ but do not include any salary for you. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Franchised Business. The estimate of additional funds is based on an owner-operated business and is based on the recent experience of start-up franchisees.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure a uniform image and uniform quality of products and services throughout the Pet Passages System, you must purchase all products, supplies, services, equipment, furnishings, merchandise (under Supplies/Inventory in Item 7), employee uniforms, goods, fixtures, inventory, and other items used, sold, displayed, or distributed or used in your Franchised Business in compliance with our standards and specifications contained in the Brand Standards Manual or otherwise communicated to you by us in writing. We will notify you within 30 days of any changes to, or the establishment of, specifications, or approved or designated suppliers, or the revocation of the approval of existing designated or approved suppliers. This notice may be disseminated to you by various means, including written or electronic correspondence, via our Digital Operations Portal, the verbal or telephonic notification, amendments or updates to the Brand Standards Manual, bulletins, and similar means of communication. Of the total purchases that will be required to establish your Franchised Business, we estimate that 90% of these purchases will be from approved or designated suppliers or will consist of items that must meet our specifications. Of the total purchases that will be required to operate your Franchised Business, we estimate that nearly 95% of these purchases will be from approved or designated suppliers or will consist of items that must meet our specifications. Currently our approved suppliers are as follows: Accubooks, American Crematory Equipment Co., Electronic Merchant Systems, Lawley Insurance & Employee Benefits, The Hartford, ~~Keller Manufacturing, Inc., FastSigns,~~ Boss Laser Pet Passages, Inc., QuickBooks, and Us. Franchisor and its affiliate Pet Passages, Inc. are both approved suppliers from whom you may be required to purchase products and/or services. An officer of the Franchisor owns an interest in Pet Passages, Inc., but no other franchisor officer owns an interest in any supplier other than the aforementioned. Currently, neither the Franchisor nor any affiliate is compensated by any supplier for any franchisee purchases, or derives any revenue, rebates or other material consideration from required purchases or leases.

Appearance and Operations. Your Pet Passages Location must meet our physical criteria and conform to our design and image requirements. These specifications are in the Brand Standards Manual and promote visual uniformity of your Franchise business, which strengthens brand-name awareness among consumers. You must ensure that your Franchise business conforms to our store appearance and operating specifications at all times.

Advertising. All advertising and promotional materials must be purchased from us for placement by you or the Pet Passages in-house advertising/marketing department to ensure uniformity and compliance with Brand Standards. You can not utilize any marketing materials that were not provided by or purchased from us without our prior written approval. We may grant or withhold our approval of any advertising, marketing public relations or any promotional materials, in our sole discretion.

Electronic Marketing and Communications. Franchisee may not use, register, maintain, or sponsor any website, URL, social media site, blog, messaging system, email account, username, text address, mobile application, or other digital presence that uses or displays any of the Marks or that promotes

recommended suppliers and purchasing procedures at our discretion and you must promptly conform to all 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 ~~2024~~2025 was ~~\$390,996,446,201.00~~, and we did not receive any revenue from Franchisee purchases from designated or approved suppliers within that year. No affiliate derived revenue in ~~2024~~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 2.1 & 2.2 Schedule 2 & 4	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 7.19	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

Brand Fund - Use of Funds		
Use	Amount	Percentage
Production	\$ 35,980 61,595.00	99.25 100%
Media Placement	\$0	0%
Administrative Expenses	\$ 273.400	0.75 %
Other (Tradeshaw; Public Relations; Technology)	\$0	0%
Total	\$36,253.4061,595.00	100%

Currently, all advertising is prepared in-house by Franchisor.

Regional/Advertising Cooperative

Franchisees are not required to participate in advertising cooperatives. We have no requirement that you participate in any other advertising fund, except as specified above, or a local or regional advertising cooperative.

Local Advertising

We require you to spend a minimum of \$1,000.00 per month in the first two years after opening and at least \$9,000.00 per year thereafter, on local advertising. You will focus marketing efforts first to veterinary clinics, pet hospitals and humane societies within your Territory, and then to individual prospective clients. You will advertise and promote only in a manner that will reflect favorably on us, you, the Franchised Business and the good name, goodwill and reputation of each. All advertising and promotional materials will be purchased or obtained from Franchisor for placement local placement by Franchisee to ensure uniformity and compliance with Brand Standards. You will have access at no additional cost to the catalog of advertising and promotional materials that have already been developed and approved by us under the Brand Fund. You will also have the ability to develop new advertising materials through our director of advertising and marketing, you will be responsible for paying any Advertising/Marketing Design Fees you incur, and all advertising and marketing materials are subject to our final written approval. You will not utilize any marketing materials that were not provided by or purchased from us without our prior written approval.

Opening Requirements

You may not begin operating your Franchised Business until the Initial Trainees have completed the initial training program, you have located and secured a Location and you have complied with your other pre-opening obligations (Franchise Agreement, Section 5). A typical Pet Passages Franchisee will open his or her office within 5 to 9 months after execution of the Franchise Agreement. Some of the factors that may affect this time are identification of a suitable location, franchisor's approval of the location, financing, the extent to which an existing location must be upgraded or remodeled, whether you are converting an existing business or starting a new business, delayed installation of equipment and fixtures, completion of training, obtaining insurance, and complying with local laws and regulations. Unless we agree to the contrary, you must complete your initial training and your Franchised Business must be opened within 9 months after you sign the Franchise Agreement (Franchise Agreement, Section 5.7). Your failure

must also attend a “Designated Operator” conference that we sponsor at least once every 2 years. You must pay all of your transportation, food and lodging costs while attending any such conferences.

You are also required to designate a Designated Manager who devote their entire working time to the Franchised Business who must also be a Certified Pet Funeral Director (the “Designated Manager”).

At all times, the Franchised Business and the Location will be under the direct, on-premises supervision of one or both of the Certified Pet Funeral Directors. In the event one of the Certified Pet Funeral Directors leaves the organization or is otherwise unable to maintain their obligations as Designated Operator or Designated Manager, you are required to nominate a replacement within 30 days thereafter. Failure to obtain our approval for a replacement, and have that replacement trained as a Certified Pet Funeral Director within 90 days will be a default under the Franchise Agreement.

If you are an entity, each person holding an ownership interest in you, and in some states, the spouses of each of the foregoing individuals, must execute a personal guaranty, the form of which is attached to the Franchise Agreement as Schedule 5.

A “Certified Pet Funeral Director” means an individual has passed the Franchisor’s certified pet funeral director training course. A minimum of 2 Certified Pet Funeral Directors must be on staff at all times, the Designated Operator and the Designated Manager.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must conduct the business operated at your Location as required by the Brand Standards Manual and the Franchise Agreement. We require that all goods and services offered in connection with your Franchised Business under the Marks be approved by us in advance. You must offer all goods and services that we require. We have the unrestricted right to change the goods and services that you are required to sell under the Marks at your Franchised Business at any time in our sole discretion, and you must comply with any such change. All products and services to be sold from or displayed at the Location will be purchased from us or our designated suppliers. You will comply with our requirements concerning the introduction of any new or different products or service for sale. We will have the right without notice to enter your Location and remove and dispose of any product or service which does not meet our standards and specifications, or which was obtained from any source other than designated suppliers, without liability or accountability for such entry or disposal to you of any nature or kind.

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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 within 65 miles of any Pet Passages Location.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2	For a 2 year period following the termination or non-renewal of franchise agreement, Franchisee will not solicit or compete with the business of Pet Passages within 65 miles of any Pet Passages Location.
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 ~~2018~~2024 through ~~2024~~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 ~~2 locations in 2018, 5 locations in 2019, 6 locations in 2020, 7 locations in 2021, 9 locations in 2022, 10 locations in 2023, and 12 locations in 2024.~~ 12 locations in 2024, and 13 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. ~~Of these locations, Table 2 shows the number of company or affiliate owned locations that, there are shown for each year are 2, in 2018, 2 in 2019, 2 in 2020, 2 in 2021, 2 in 2022, 3 in 2023, and 3 in 2024.~~ 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:	2018 Gross Revenue App rox. Pop ulation and House hold Size:	2019 2024 Gross Revenue	2020 2025 Gross Revenue	2024-2024 Gross Revenue Increase	%Gross Revenue Change 2024 to 2023 to 2024
2	\$82,510 Population 922,000, household 353,000	\$267,432	11.72% \$351,928	\$33,453	10%
4	- Population 581,000, household 229,000	\$265,662	12.32% \$318,201	\$52,259	16.50%
5	- Population 960,000, household 420,000	\$271,316	\$315,079	\$48,852	-15.50%
6	- Population 993,000, household 393,000	\$708,548	11.61% \$777,942	\$52,087	6.50%
7	- Population 1,200,000, household 528,000	\$279,983	27.35% \$359,961	\$100,936	28%
8	- Population 495,000, household 206,000	\$190,856	\$238,039	\$18,835	8.02%
9	- Population 668,000, household 265,000	\$238,939	25.16% \$205,230	\$36,675	18%
10	- Population 1,098,000, household 439,000	\$333,025	57.52% \$419,579	\$90,055	21.50%
11	- Population 640,000, household 251,000	\$174	92.73% \$232,251	\$57,902	25%

			.8 10			
1 3	-Population 763,000, household 291,000	- \$260 .024	- \$265, 260	-\$5,236	-0.2%	
1 4	-Population 1,100,000, household 423,000	-	- \$213, 193	-	-	
15	Pop ulati on 219, 000 hous ehol d 90,0 00	=		\$159,718	=	=
16	Pop ulati on 1, 250, 000 hous ehol d 400, 000	=		\$190,067	=	=
Average	- Pop ulati on 751, 077 hous ehol d 329, 846	\$66,0 8429 9,060		-\$336,060	70.49%,629	\$219,515.14.92%
M e d i a n	-Population 763,000 household 353,000	\$44, 3572 66,5 47	- \$315, 079	\$120,32250,470	86.1516%	

Table 2: Company Owned Outlets

Store Number:	2018 Gross Reven ue Ap prox. Popul ation and House	2019 20 Gross Reven ue	2020 2025 Gross Revenue	202 4- 202 5 Gross Re ven ue	%Gross Revenue 2024 2023 to 2024 2025	Change
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	hold Size			Inc rea se	
1	\$94,29 Popu lation 620,0 00, house hold 252,0 00	\$123,88 7318,5 13	35.70% \$319,290	\$17 3,8 697 77	40.34 0.03%
3	-Population 845.000, household 354.000	\$1,0 55,9 95	82.39% \$1, 055,116	-\$879	0.8%
12	- Popul ation 763,0 00, house hold 291,0 00	- \$222,1 29	-\$256,111	- \$33 98 2	-13.50%
Average	- Popul ation 742,6 67, house hold 299,0 00	\$119,13 8532,1 99	-\$319,290	\$20 0,1 731 1,2 94	37.82 4.78%
Median	- Popul ation 763,0 0, house hold 291,0 00	\$119,13 8318,5 13	-\$543,505	\$20 0,1 737 77	37.82 0.8%

Table 3: Passages by Source Classification

Year	<u>2023</u>	<u>2024</u>	<u>2025</u>
Vet Hospital	<u>3,193</u>	4,447	<u>4,725</u>
Direct from public	<u>1,143</u>	<u>698</u>	<u>1,698</u>
Total Passages	<u>4,336</u>	6,145	<u>6,520</u>

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

Year	<u>2023</u>	<u>2024</u>
<u>2025</u>		
INCOME		
Total Sales	\$652,580.47	\$1,055,995.30
<u>\$1,055,116.00</u>		
COGS	\$73,998.83	\$125,842.23
<u>\$71,151.00</u>		
Gross Profit	\$578,581.64	\$930,153.10
<u>\$983,965.00</u>		
EXPENSES		
Advertising & Marketing	\$9,300.00	\$14,000.00
<u>\$15,141.00</u>		
Vehicle Payments	\$6,981.84	\$15,177.84
<u>\$23,324.00</u>		
Auto Fuel	\$10,559.23	\$18,673.37
<u>\$14,309.00</u>		
Auto Insurance	\$5,699.00	\$11,136.18
<u>\$8,656.00</u>		
Liability Insurance	\$4,526.23	\$4,673.24
<u>\$5,767.00</u>		
Office Supplies	\$1,347.92	\$2,200.11
<u>\$2,773.00</u>		
Cremation Equipment Payment	\$21,750.84	\$21,750.84
Payroll	\$248,668.62	\$325,473.47
(Payroll Taxes, Workers Comp,- Disability Ins., medical, 401K)	<u>\$325,473.47</u>	<u>\$351,076.00</u>
Rent	\$42,000.00	\$42,000.00
Utilities (gas, electric, internet, refuse)	\$43,013.35	\$89,884.94
<u>\$95,941.00</u>		
Total Expenses	\$372,096.19	\$544,969.99
<u>\$582,737.00</u>		
Franchise Adjustments		
Royalty Fee 6%	\$39,154.83	\$63,359.72
<u>\$63,307.00</u>		
Brand Fund 1%	\$6,525.80	\$10,559.55
<u>\$10,551.00</u>		
EBITA (if franchised)	\$160,804.82	\$311,263.84
<u>\$327,370.00</u>		
EBITA (if franchised margin)	28.80%	33.50
<u>31%</u>		

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 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, 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 TO 2024 ¹

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
FRANCHISED	2022 202	<u>9</u> 10	10 <u>12</u>	<u>1</u> 2
	2024 202	10 <u>12</u>	12 <u>15</u>	<u>3</u> 3
	2024 202	12 <u>15</u>	15	<u>3</u> 0
COMPANY-OWNED ²	2022 202	<u>2</u> 3	3 <u>4</u>	1
	2024 202	3 <u>4</u>	4 <u>3</u>	<u>-1</u>
	2024 202	4 <u>3</u>	3	<u>-1</u> 0
TOTAL OUTLETS	2023 202	11 <u>13</u>	13 <u>16</u>	<u>3</u> 3
	2024 202	13 <u>16</u>	16 <u>18</u>	<u>2</u> 2
	2024 202	16 <u>18</u>	18	<u>2</u> 0

1 Our fiscal year ends on December 31. All references to years in these tables refers to December 31st 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 2~~3~~ additional outlets that have not opened as of December 31, 2025~~2024~~.

**TABLE 2: TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR) FOR YEARS ~~2022~~2023 TO ~~2024~~2025**

STATE	YEAR	NUMBER OF TRANSFERS
TOTAL	2022	0
	2023	0
	2024	0

**TABLE 3: STATUS OF FRANCHISED OUTLETS FOR YEARS ~~2022~~2023 TO ~~2025~~2024
(UNITED STATES ONLY – FRANCHISOR WILL BE 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
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AR	2023 022	1	0	0	0	0	0	1
	2024 023	1	0	0	0	0	0	1
	2025 024	1	0	0	0	0	0	1
CT	2022 023	1	0	0	0	0	0	1
	2024	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2025	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
FL	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
FL	2022 025	1	0	0	0	0	0	1
LA	2023	<u>+0</u>	0	0	0	0	0	<u>+0</u>
	2024	<u>+0</u>	0	0	0	0	0	<u>+0</u>
	2025	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
MI	2022 023	2	0	0	0	0	0	2
	2024	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2025	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
MT	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2025	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
NC	2023	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2024	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2025	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
NH	2023	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2024	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2025	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
NY	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
MT	2022 025	<u>0</u>	0	<u>0</u>	0	0	0	<u>0</u>
OK	2023	<u>0</u>	0	0	0	0	0	<u>0</u>
	2024	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2025	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
PA	2023	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2024	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2025	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
TX	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2025	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
UT	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024	0	1	0	0	0	0	1
NC	2022 025	<u>0</u>	0	0	0	0	0	<u>0</u>
<u>TOTAL</u>	2023	<u>0</u>	<u>2</u>	0	0	0	0	<u>1</u>

	2024	<u>+12</u>	<u>03</u>	0	0	0	0	<u>+15</u>
NH	2022 2025	<u>+15</u>	<u>01</u>	<u>01</u>	0	0	0	<u>+15</u>
	2023	+	0	0	0	0	0	+
	2024	+	0	0	0	0	0	+
NY	2022	3	0	+	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
OK	2022	0	+	0	0	0	0	+
	2023	+	0	0	0	0	0	+
	2024	+	0	0	0	0	0	+
PA	2022	+	+	0	0	0	0	+
	2023	+	+	0	0	0	0	2
	2024	2	0	0	0	0	0	2
TX	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
UT	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	+	0	0	0	0	+
TOTAL	2022	9	2	+	0	0	0	10
	2023	10	2	0	0	0	0	12
	2024	12	3	0	0	0	0	15

TABLE 4: STATUS OF COMPANY-OWNED OUTLETS FOR YEARS ~~2022~~2023 TO ~~2025~~2024

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 2022	1 2	1 0	0	0	0	2
	2024 2023	2	0	0	0 1	0	2 1
	2025 2024	2 1	0	0	1 0	0	1
Louisiana	2023 2022	0	0 1	0	0	0	0 1
	2024 2023	0 1	1 0	0	0	0	1
	2024 2025	1	0	0	0	0	1
Florida	2023 2022	1	0	0	0	0	1
	2024 2023	1	0	0	0	0	1
	2024 2025	1	0	0	0	0	1
Totals	2023 2022	2 3	1	0	0	0	3 4
	2024 2023	3 4	1 0	0	0 1	0	4 3
	2024 2025	4 3	0	0	1 0	0	3

TABLE 5: PROJECTED OPENINGS AS OF DECEMBER 31, ~~2025~~2026
(UNITED STATES ONLY – FRANCHISOR WILL BE 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
Arkansas	0	1 0	0
Montana	0	1 0	0
Michigan	1	1	0
Louisiana	0	1 0	0
Connecticut	0	1 0	0
Colorado	1	1	0
Kentucky	0	1	0
Oregon	0	1	0
Delaware	0	2	0
New York	0	1 0	0
North Carolina	0	1 0	0
New Hampshire	0	1 0	0
Maryland	0	1 0	0
Florida	1	1	0
Virginia	0	1	0

Texas	10	10	0
Totals	43	128	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, ~~2024~~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 ~~and December 31, 2022~~. Franchisor’s fiscal year end is December 31st.

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”: Non-Disclosure Agreement

Attachments to Franchise Agreement

Schedule 1: Franchisee Information and Territory

Schedule 2: Lease Addendum

Schedule 3: Irrevocable Power of Attorney - Telephone

Schedule 4: Irrevocable Power of Attorney - Lease

EXHIBIT "B"
TO
FRANCHISE DISCLOSURE DOCUMENT

Agent for Service of Process – Pet Passages Franchising, Inc.

The registered agent of the Franchisor authorized to receive service of process in the State of New York is the Secretary of State, 99 Washington Avenue, Albany, New York 12231.

The registered agent of the Franchisor authorized to receive service of process in the State of Maryland is the Securities Commissioner, 200 Saint Paul Place, Baltimore, Maryland 21202.

The registered agent of the Franchisor authorized to receive service of process in the State of Wisconsin is the Department of Financial Institutions, Division of Securities, 345 West Washington Avenue, 4th Floor, Madison, WI 53703.

The registered agent of the Franchisor authorized to receive service of process in the State of Virginia is the Clerk of the State Corporation Commission, 1300 East Main Street, Richmond, VA 23219.

The registered agent of the Franchisor authorized to receive service of process in the State of Illinois is the Illinois Attorney General Chief, Franchise Division, 500 South Second Street, Springfield, IL 62706.

The registered agent of the Franchisor authorized to receive service of process in the State of Minnesota is the Minnesota Department of Commerce, 85 7th Place East, Suite 280, Saint Paul, MN 55101.

The registered agent of the Franchisor authorized to receive service of process in the State of Indiana is the Secretary of State, 201 State House, 200 West Washington Street, Indianapolis, IN 46204.

The registered agent of the Franchisor authorized to receive service of process in the State of California is the Commissioner of Corporations, Department of Corporations, 320 West 4th Street, #750, Los Angeles, CA, 90013.

The registered agent of the Franchisor authorized to receive service of process in the State of North Dakota is the North Dakota Insurance ~~& Securities Department~~ Commissioner, 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505.

The registered agent of the Franchisor authorized to receive service of process in the State of Rhode Island is the Department of Business Regulation, 233 Richmond Street, #232, Providence, RI 02903.

The registered agent of the Franchisor authorized to receive service of process in the State of South Dakota is the Department of Revenue and Regulation, 124 S Euclid Ave, Pierre, SD 57501.

The registered agent of the Franchisor authorized to receive service of process in the State of Washington is the Director of the Dept. of Financial Institutions Securities Division, 150 Isreal Road SW, Tumwater, WA 98501.

EXHIBIT "E"
TO
FRANCHISE DISCLOSURE DOCUMENT

List of Franchisees as of December 31, 2024

Pet Passages – Southbury, CT

Stone Family Cremation Services, Inc.
125 Bullet Hill Road North
Southbury, CT 06488
203-263-2146

Pet Passages – Livonia, MI

Lady LuLu Enterprises Inc.
31039 Schoolcraft
Livonia, MI 48150
734-855-7029

Pet Passages – Lake Orion, MI

Charlie's Angels – Lake Orion, LLC
4577 S. Lapeer Rd, Suite I
Lake Orion, MI
248-499-8446

Pet Passages – Finger Lakes, NY

Emma's Eternal Light, Inc.
1040 Owego Rd
Candor, NY 13743
607-236-4122

Pet Passages – Dover, NH

STCP Enterprises, LLC
2 Concord Rd.
Lee, NH 03861
603-868-2100

**Pet Passages – ~~Little Falls, NY~~ North Dallas, TX
Utah**

~~Mohawk Valley Pet Tributes, Artemis Group~~ LLC
Cremation and Memorial LLC
~~1405 N. Union Bower Rd. 7507 State Route 5, Building B~~
Meadow Dr
~~Irving, TX 75061 Little Falls, NY 13365~~
~~469-868-4244 385-315-743-0218~~

Pet Passages – Charlotte, NC

Check Zero Consulting, LLC
1470 E. Independence Blvd.
Indian Trail, NC 28079

Pet Passages – Texarkana, AR

VHawkins, LLC
10178 U.S 71
Fouke, AR 71837
870-653-2458

Pet Passages – Largo, FL

Patti and Bob Enterprises, LLC
9070 130th Ave N.
Largo, FL 33773
727-518-0147

Pet Passages – Billings, MT

JM Barnes, LLC
2223 1st Ave. North
Billings, MT 59101
406-839-2003

Pet Passages – Oklahoma City, OK

TIB Enterprises, LLC
3209 Thomas Rd.
Oklahoma City, OK 73179
405-768-2221

Pet Passages – Philadelphia, PA

Scott Wittman
1330-2 MacDade Blvd.
PO Box 187
Woodlyn, PA 19094
610-455-4072

Pet Passages – Northern Utah,

~~_____~~ Bailey Pet
1205 Flint
Kaysville, UT 84037
~~385-515-6211~~

Pet Passages – Marble Falls, TX

Best Friend LLC
320 N Ridge Rd.
Marble Falls, TX 78654

704-628-5052

830-220-5505

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 Affiliate – Kalamazoo, MI – Franchise Agreement signed but location not yet open

Reechie’s Rescue LLC 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 Wallice 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 **None**

4. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, the franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name as required under Minnesota Statute 80C.12 Subd. 1(G).
5. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, in compliance with Minnesota Rules 2860.4400(D) the franchisor does not require a franchisee to assent to a general release.
6. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.
7. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, all claims must comply with Minnesota Statute 80C.17 Subd. 5. "No action may be commenced pursuant to this section more than three years after the cause of action accrues."
8. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
9. 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 with the franchise.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY

OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM
TO PET PASSAGES FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent

State Effective Dates

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

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

State	Effective Date
Utah	October 10th, 2024 ^{23rd} , 2025
Michigan	March 27 th , 2025 ²⁰²⁶
New York	August 20th, 2025 Pending
Wisconsin	July 26th, 2024 June 11 th , 2025
Indiana	August 12th, 2024 ^{10th} , 2025
Illinois	April 30th, 2025 Pending
Minnesota	February 12th, 2025 Pending
Virginia	September 22 nd , 2025
Maryland	Pending
California	Pending
North Dakota	Pending
Rhode Island	August 27 th , 2025
South Dakota	September 25 th , 2025
Washington	Pending

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

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: ~~April 2, 2025~~ March 27, 2026.

I have received the Franchise Disclosure Document dated _____, ~~2025~~ 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" 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: ~~April 2, 2025~~ March 27, 2026.

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- EXHIBIT "H" Franchisee Organizations
- EXHIBIT "I" Request for Consideration (Not Applicable for use in the State of Maryland)
- EXHIBIT "J" Receipts

Date: _____ FRANCHISEE: _____

State: _____ Print Name: _____