

the period from January 1, 2025 through September 27, 2025 or who has not communicated with us within 10 weeks of the 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.

During the last 3 fiscal years, no current or former franchisee has signed a provision restricting their ability to speak openly about their experience as a franchisee.

We are not aware of any trademark specific franchisee organizations associated with the franchise system, which are required to be disclosed in this disclosure document. There are currently no franchisee organizations associated with the franchise system that are created, sponsored, or endorsed by PSP.

ITEM 21 FINANCIAL STATEMENTS

The audited balance sheet of PSP Franchise Operations SPV, LLC as of December 5, 2025 is attached as Exhibit E to this Disclosure Document. The PSP Franchise Operations SPV, LLC entity has not been in business for three or more years and cannot therefore provide all financial statements that would have otherwise been required in this Item. Our fiscal year end is December 31.

ITEM 22 CONTRACTS

Attached are copies of the following agreements relating to the offer of the franchise:

- Exhibit F - Franchise Agreement
- Exhibit G - Multi-Unit Agreement
- Exhibit H -State Specific Disclosures-Addendums and Agreement Amendments
- Exhibit I - Sample Assignment and Assumption of Franchise Agreement
- Exhibit J - Conversion Addendum
- Exhibit K - Equipment Sublease Agreement

ITEM 23 RECEIPTS

Two copies of an acknowledgment of your receipt for this Disclosure Document appear as Exhibit M to the Disclosure Document. Please date and sign each of them as of the date you received this Disclosure Document, return one copy to us and keep the other with this Disclosure Document for your records.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

G. Mennen Williams Building, 1st Floor
Lansing, MI 48933
(517) 373-7117

Minnesota

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
(651) 539-1600

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

North Dakota

North Dakota [Insurance &](#) Securities Department
600 East Boulevard Avenue
~~State Capitol~~
~~Fifth Floor~~
~~Department 414~~
Bismarck, ND 58505-0510
(701) 328-~~4712~~[2910](#)

Rhode Island

Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex, Building 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota

South Dakota Securities Division
Department of Labor and Regulation
124 S. Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
(651) 539-1600

New York

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 472-2492

North Dakota

North Dakota [Insurance & Securities Department](#)
600 East Boulevard Avenue
~~State Capitol~~
~~Fifth Floor~~
~~Department 414~~
Bismarck, ND 58505-0510
(701) 328-~~47122910~~

Rhode Island

Director of Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John O. Pastore Complex, Building 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota

Director of Division of Securities
Department of Labor and Regulation
124 S. Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

**ADDENDUM TO PSP FRANCHISE OPERATIONS SPV, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

This Amendment shall pertain to franchises sold in the State of Minnesota and shall be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement or Multi-Unit Agreement to the contrary, the Agreements shall be amended as follows:

1. Minnesota law provides franchisee/developer with certain termination and nonrenewal rights. As of the date of this Agreement, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee/developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal of the Franchise Agreement.
2. PSP Franchise Operations SPV, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.
3. Sections 16.1 and 16.4 of the Franchise Agreement and Sections 4.1 and 4.3 of the Multi-Unit Agreement shall be supplemented by the following provision:

Pursuant to Minn. Stat. Sec. 80C.21, this Paragraph shall not in any way abrogate or reduce any of your rights as provided in Minnesota Statutes, Chapter 80C, including but not limited to the right to submit matters to the jurisdiction of the courts of Minnesota.
4. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit PSP Franchise Operations SPV, LLC from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
5. To the extent you are required to execute a general release in favor of PSP Franchise Operations SPV, LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. § 80C.01 *et seq.* as provided by Minn. Rule 2860.4400J.
6. Any claims brought pursuant to the Minnesota Franchises Act, § 80.C.01 *et seq.* must be brought within 3 years after the cause of action accrues. To the extent that any provision of the Franchise Agreement or Multi-Unit Agreement imposes a different limitations period, the provision of the Act shall control.
7. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
- 7.8. 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,

**ADDENDUM TO PSP FRANCHISE OPERATIONS SPV, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

For franchises and franchisees/developers subject to the Minnesota Franchise Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the PSP Franchise Operations SPV, LLC Franchise Disclosure Document.

Item 13

PSP Franchise Operations SPV, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.

Item 17

Minnesota law provides franchisee/developers with certain termination and nonrenewal rights. As of the date of this Disclosure Document, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee/developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement or Multi-Unit Agreement.

Minn. Stat. Sec. 80C.21 provides that any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of Minnesota or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance or which has the effect of waiving compliance with any provision of §§ 80C.01 to 80C.22 of the Minnesota Franchises Act, or any rule or order thereunder, is void.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit PSP Franchise Operations SPV,, LLC from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

To the extent you are required to execute a general release in favor of PSP Franchise Operations SPV,, LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. §80C.01 *et seq.* as provided by Minn. Rule 2860.4400J.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

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

**ADDENDUM TO PSP FRANCHISE OPERATIONS SPV, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH DAKOTA**

For franchises and franchisees/developers subject to the North Dakota Franchise Investment Law, the following information supersedes or supplements, as the case maybe, the corresponding disclosures in the main body of the text of the PSP Franchise Operations SPV, LLC Franchise Disclosure Document.

1. Item 5 is amended as follows:

After examination of the financial statements of franchisor by the North Dakota Securities Department, it has been determined that adequate financial resources may not be available to the franchisor for the performance of its obligations to furnish good and/or services to assist franchisees in establishing and opening their franchise business. As such, payment of the initial franchise fee will be deferred until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

2. Item 17 is amended by the addition of the following language to the original language that appears therein:

(a) Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in North Dakota, except in certain instances as provided by law.

(b) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

(c) Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(d) Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(e) Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(f) Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

(g) Any provision in the Franchise Agreement requiring that the Franchise

Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(h) Any provision in the Franchise Agreement requiring a franchisee to consent to termination or liquidated damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(i) Any provision in the Franchise Agreement requiring a franchisee to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

3. 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.

Franchisee/Developer Initials/Date

Franchisor's Initials/Date

**ADDENDUM TO PSP FRANCHISE OPERATIONS SPV, LLC
FRANCHISE AGREEMENT AND MULTI-UNIT AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA**

For franchises and franchisees/developers subject to the North Dakota Franchise Investment Law, the following information supersedes or supplements, as the case maybe, the corresponding disclosures in the main body of the text of the PSP Franchise Operations SPV, LLC Franchise Agreement and Multi-Unit Agreement.

41. Payment of Initial Franchise Fee. After examination of the financial statements of franchisor by the North Dakota Securities Department, it has been determined that adequate financial resources may not be available to the franchisor for the performance of its obligations to furnish good and/or services to assist franchisees in establishing and opening their franchise business. As such, payment of the initial franchise fee will be deferred until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

2. Section 11.1 of the Franchise Agreement is hereby amended to add the following language: “Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

23. Section 16 of the Franchise Agreement and Article 4 of the Multi-Unit Agreement are hereby amended to add the following language:

(a) Any provision requiring a franchisee/developer to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee’s/developer’s business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. These provisions are amended to provide the site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee’s/developer’s place of business.

(b) Any provision which designates jurisdiction or venue or requires the franchisee/developer to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

(c) Any provision requiring that the Franchise Agreement and/or Multi-Unit Agreement be construed according to the laws of a state other than North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and is void. These provisions are hereby amended to provide that the Franchise Agreement and Multi-Unit Agreement are to be construed according to the laws of North Dakota.

34. Section 16.9 of the Franchise Agreement and Section 4.8 of the Multi-Unit Agreement are hereby amended to provide that the statute of limitations under North Dakota law will apply.

45. Section 16.10 of the Franchise Agreement and Section 4.9 of the Multi-Unit Agreement are hereby amended to provide that any provision requiring a franchisee/developer to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and is void.

56. Section 16.11 of the Franchise Agreement and Section 4.10 of the Multi-Unit

Agreement are hereby amended to provide that any provision requiring a franchisee/developer to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and is void.

7. 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.

Franchisee/Developer Initials/Date

Franchisor's Initials/Date

RECEIPT

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 PSP Franchise Operations SPV, LLC (“PSP”) offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If PSP 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, D.C. 20580 and to the appropriate state agency listed in Exhibit A.

Issuance Date: December 19, 2025

The franchise seller ~~is:~~(s) are: **Brian Fickers, Jason Paulo, and Nicholas Russo, c/o** PSP Franchise Operations SPV, LLC, 17410 College Parkway, Livonia, MI 48152-2369 (734) 793-6600

Any additional individual franchise sellers involved in offering the Pet Supplies Plus store franchises are:

PSP authorizes the registered agents listed in Exhibit B and Mr. Chris Rowland, CEO, at 17410 College Parkway, Livonia, MI 48152-2369 to receive service of process for PSP.

I have received a Disclosure Document dated December 19, 2025, that included the following Exhibits:

- | | |
|--|---|
| A List of State Administrators | H State Specific Disclosures-Addendums and Agreement Amendments |
| B PSP’s Agents for Service of Process | I Sample Assignment and Assumption of Franchise Agreement |
| C Table of Contents to the Operations Manual | J Conversion Addendum |
| D List of Franchises | K Equipment Sublease Agreement |
| E Financial Statements | L Receipts |
| F Franchise Agreement | |
| G Multi-Unit Agreement | |

Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
Address: _____	Address: _____
City: _____ State: _____	City: _____ State: _____
Zip: _____ Telephone: _____	Zip: _____ Telephone: _____
Dated: _____	Dated: _____

TO BE RETAINED BY YOU

RECEIPT

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 PSP Franchise Operations SPV, LLC ("PSP") offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If PSP 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, D.C. 20580 and to the appropriate state agency listed in Exhibit A.

Issuance Date: December 19, 2025

The franchise seller is: The franchise seller(s) are: Brian Fickers, Jason Paulo, and Nicholas Russo, c/o PSP Franchise Operations SPV, LLC, 17410 College Parkway, Livonia, MI 48152-2369 (734) 793-6600

Any additional individual franchise sellers involved in offering the Pet Supplies Plus store franchises are:

PSP authorizes the registered agents listed in Exhibit B and Mr. Chris Rowland, CEO, at 17410 College Parkway, Livonia, MI 48152-2369 to receive service of process for PSP.

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|--|---|
| A List of State Administrators | H State Specific Disclosures-Addendums and Agreement Amendments |
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| F Franchise Agreement | |
| G Multi-Unit Agreement | |

Signed: _____ Signed: _____

Print Name: _____ Print Name: _____

Address: _____ Address: _____

City: _____ State: _____ City: _____ State: _____

Zip: _____ Telephone: _____ Zip: _____ Telephone: _____

Dated: _____ Dated: _____

TO BE RETURNED TO US