FRANCHISE DISCLOSURE DOCUMENT



N2 Franchising, Inc.
a Delaware corporation
9151 Currency Street
Irving, Texas 75063
844-353-5378
legal@n2co.com
www.belocalpub.com

You will operate a business that sells advertising to businesses that wish to advertise in print magazines, newsletters, and/or directories designed for individuals who are newcomers to a particular area using our business system and the publication name BELOCAL®; sells digital advertising services; organizes local events; solicits and compiles content for a publication; and facilitates the publishing of a BELOCAL® publication ("Franchised Business"). Alternatively, and if available, you may operate a business that facilitates the publishing of a test publication.

The total investment necessary to begin operation of a BELOCAL franchise is $1,925 to $13,460. This includes $735 that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Note, however, that no governmental agency has verified the information contained in this document.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page *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.

Date of Issuance: October 9, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits C and D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only BL Publications business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a BL Publications franchisee?	Item 20 or Exhibits C and D list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit I.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

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

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

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

4. **Turnover Rate.** From July 1, 2023 through June 30, 2026, 300 franchised outlets were transferred, terminated, acquired by the franchisor or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

5. **Pricing of Customer Accounts**. The franchisor determines the amount to be charged for your services. You have no say in that determination. If the franchisor prices an account too low, even by mistake, you still must service the customer under the price negotiated, even if you will lose money doing so.

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.

MICHIGAN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

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

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

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

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

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

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

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

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

(ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor,

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

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

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

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

The fact that there is a notice of this disclosure on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Address for notices to the Michigan attorney general: Department of the Attorney General, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 1st Floor; 525 W. Ottawa Street, Lansing, MI 48909; 517-373-7117.

BELOCAL® FRANCHISE DISCLOSURE DOCUMENT
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ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor, Its Parents, Predecessors, and Affiliates

The franchisor is N2 Franchising, Inc., referred to in this disclosure document as "we," "us," or "our." We refer to the person buying the franchise as "you" or "your." If you are a corporation, partnership, limited liability company, or other entity, certain provisions of the Franchise Agreement will apply to your owners, officers, directors, and limited liability company managers ("Principals"). These are addressed in this disclosure document where appropriate. As used in this disclosure document, an "affiliate" of a named person is any person or entity that is controlled by, controlling or under common control with such named person, and includes parents and subsidiaries of the named person.

N2 Franchising, LLC, was a Delaware limited liability company that was formed on October 26, 2016. On September 6, 2019, N2 Franchising, LLC converted to N2 Franchising, Inc., a Delaware corporation. Our principal business address is 9151 Currency Street, Irving, Texas 75063. We have no parents or other predecessors. We do business under our corporate name, "BELOCAL," and the names "N2 Publishing," "STROLL," "GREET," and "REAL PRODUCERS." Exhibit J identifies the names and addresses of our agents for service of process in certain states that require we appoint them upon our registration there. Our agent for service of process in Delaware is National Registered Agents, Inc., 1209 Orange Street, Wilmington, Delaware, 19801.

We sell franchises for businesses that sell print advertising to businesses that wish to advertise in one or more print magazines, newsletters, and/or directories designed for individuals who are newcomers to a particular area ("publications"); sell digital advertising services; organize local events; facilitate the publishing of these publications; and that develop relationships with advertisers in, and recipients of, such publications ("Franchised Business"), all under the trademark "BELOCAL®" and other trade names, service marks, trademarks, logos, and commercial symbols we authorize ("Marks"). We refer to the people who operate these businesses interchangeably as Franchisees or Area Directors. The Franchised Businesses operated under the BELOCAL® Mark are also referred to herein as BL Businesses.

Under a separate disclosure document, we offer franchises for businesses that sell print advertising to businesses that wish to advertise in one or more magazines, newsletters, and/or directories for companies, individuals, and/or organizations interested in or connected to the real estate industry ("RP Publications"); sell digital advertising services; solicit and compile content for the publications; and organize events for real estate professionals using our business system and the publication name REAL PRODUCERS® ("RP Business"). As of June 30, 2026, 142 RP Publications franchises were in operation.

From time to time, we may test other publications to determine, among other things, the viability and financial parameters of the publication. If you request to operate a business associated with a test publication that is not a BL Business publication ("Test Publication"), and we agree, then you and we will enter into the Franchise Agreement and the Test Publication Amendment, which is Attachment H to the Franchise Agreement. All information relating to the BL Business in this disclosure document applies to the Test Publications, except that (1) unless otherwise indicated in a
to the franchise agreement, Test Publications may be discontinued at any time we determine without any penalty to us and without any compensation to you, and (2) Test Publication Commissions are not included in the Item 19 financial performance representations. A franchise owner who operates a BL Business may be qualified to operate a second business and facilitate the publishing for a Test Publication business but is not required to do so. We do not require the owner of Test Publication business to also operate a BL Business. BL Businesses and Test Publication businesses are each a "Franchised Business" as that term is used in this disclosure document. From November 2017 until October 2024, franchisees who facilitated publication for Test Publications did so under the REAL PRODUCERS® franchise disclosure document. Now franchisees who facilitate publication for Test Publications do so under the BeLocal® franchise

disclosure document. As of June 30, 2026, 22 Test Publications were in operation. The Test Publication franchises have been offered since November 20, 2017.

Under a separate disclosure document, we offer franchises for businesses that sell print advertising to businesses that wish to advertise in one or more magazines, newsletters, and/or directories for neighborhoods, residential communities, homeowners' associations, and other similar groups ("Neighborhood Publications"); sell digital advertising services; solicit and compile content for the publications; and organize local events using our business system and various publication names. The Neighborhood Publications franchises have been offered since December 2, 2016. As of June 30, 2026, 585 Neighborhood Publications franchises were in operation. As of July 2022, the publication names for Neighborhood Publications franchises are "STROLL®" and "GREET®." The Franchised Business, the Test Publication businesses, the Neighborhood Publications franchises, and the RP Business, use operating systems that are substantially similar to one another but are targeted to different markets.

Our affiliate, The N2 Company, owns and publishes the Publication (as defined below) for which you will sell print advertising and facilitate publishing and distribution, as well as the publications managed by other franchisees (referred to herein as "Bridge Publications"). The N2 Company also operates businesses that are the same as or similar to the franchises it offers, and it operates a business that creates digital and print advertising; provides digital advertising services; and publishes magazines, newsletters, and/or directories. The N2 Company has operated Bridge Publications that are the same as or similar to the franchises it offers since 2004.

The N2 Company also owns and operates the business N2 Digital® (formerly known and operated as Hyport Digital until January 2026), which provides digital marketing services like search engine optimization, search engine marketing, web design, email marketing, social media advertising, organic social media, mobile and display advertising, email newsletters, and other related digital marketing services.

The N2 Company was originally formed as Neighborhood Networks Publishing, Inc., a Missouri corporation, on November 29, 2004. It was converted to a North Carolina corporation on December 27, 2005. It was later converted to a Delaware corporation on January 16, 2009, and its name was changed to The N2 Company on November 25, 2019. Previously, under its original corporate name of Neighborhood Networks Publishing, Inc., The N2 Company entered into agreements similar to the Franchise Agreement, but under arrangements that are different from the Franchised Business offered under this disclosure document. As of June 30, 2026, two people operate RP Publications under those arrangements in the state of Washington. The N2 Company is a Delaware corporation. The N2 Company's principal business address is 9151 Currency Street, Irving, Texas 75063.

We do occasionally operate businesses that are the same as or similar to the Franchised Business and we have done so since 2020. The Franchised Business and Test Publications have been offered by N2 Franchising, LLC or us since November 20, 2017. We are not engaged in any other businesses and have never offered franchises in any other line of business other than as described above. Except as described above, we have no parents, predecessors, or affiliates that have offered franchises for this business or any other lines of business.

The Franchise

The franchise agreement attached as Exhibit B to this disclosure document ("Franchise Agreement") will grant you the right to operate a Franchised Business in which you will sell print advertising for, and facilitate the publishing and distribution of, a BELOCAL® publication (the "Publication") to be distributed within a non-exclusive, geographic area ("Territory"); sell digital advertising services; solicit and compile content for the Publication; and organize local events, all while using our System (as defined herein) and Marks.

The Franchise Agreement provides you with the right to sell print advertising for print publications. You will also have the right to sell digital advertising services and organize local events. Currently the only digital advertising services you are authorized to sell are the extended reach ("Extended Reach") services for print advertisements. As noted below, you may also solicit leads for and facilitate client relationships with N2 Digital, our digital marketing services business.

The distinguishing characteristics of the "System" include specifications, policies, and procedures for operations; quality of the products and services offered; procedures for sales, management, and financial control; customer service; training and assistance; and advertising and promotional programs, all of which we may change, improve, and further develop from time to time.

Currently, we provide franchisees the following: (a) initial training and, in our discretion, additional or remedial training on an as-needed basis; (b) access to the Franchise Brand Standards Manual (as defined in the Franchise Agreement); (c) ongoing advice and written materials about the operation and management of your Franchised Business; (d) at our option, certain software programs; and (e) a list of any approved or designated suppliers. We or our affiliate may also offer optional services to franchisees to assist in operations of the Franchised Business. To receive these optional services, you must enter into an N2 Franchisee Services Agreement with our affiliate. The current form of N2 Franchisee Services Agreement is attached to this disclosure document as Exhibit F. There are additional fees associated with these optional services. The service offerings are subject to change. Additional services may be approved while other existing services may be discontinued.

You will operate your Franchised Business out of a facility you choose, which may be home based ("Office"). Unless we grant you a variance, your Office must be located within a radius of 50 miles from the perimeter of your Territory.

We, our affiliates, or our other franchisees may, from time to time in our sole discretion, solicit, seek to establish, or establish one or more national or regional accounts with prospective advertisers and advertisers that may be located in, or have offices, branches, or some other presence, in your Territory ("Strategic Partners"). You have no right to solicit or sell advertising to a Strategic Partner, but we may, in our discretion, establish a policy allowing you to do so, and we may change such policy in our discretion at any time. If you attempt to sell advertising to a Strategic Partner, you must strictly comply with all of our requirements relating to such relationships, including honoring any pricing arrangement agreed to between us and such Strategic Partner. We reserve the right to designate, at any time, any advertiser as a Strategic Partner, including but not limited to those to whom you have already sold advertising.

We or our affiliate may also place national, regional, or local advertisements or advertising inserts into the Publication at our discretion. We call these "Corporate Ads." If we place Corporate Ads in the Publication, we will compensate you in accordance with our then-current Corporate Ads commission policy.

You may be authorized to sell advertisements or advertising inserts into one or more Bridge Publications. If you sell into any of these publications, you will be entitled to a commission determined with our then-current commission policy.

If you choose to, you may solicit leads for and facilitate client relationships with N2 Digital as part of the Franchised Business. The commission you can receive from these activities is the "HD Sales Commission." Your opportunity to solicit leads for and facilitate client relationships with N2 Digital is conditioned on the continuance of the sales program. We may modify and discontinue this program in our sole discretion. We may require you to complete additional training and achieve certain certifications in order to qualify for the opportunity to facilitate client relationships with N2 Digital.

We may require your current and future Principals (as defined in the Franchise Agreement), which includes the franchisee "Owners," to sign a Principals' Undertaking Agreement, binding themselves individually to certain provisions of the Franchise Agreement, including the covenants against competition (Owners only), solicitation, and disclosure of confidential information; restrictions on transfer; and dispute resolution procedures. The Principals will also guaranty any amounts owed by Franchisee to us.

From time to time, we may offer promotions and incentives, including sales incentives, to existing franchisees. Any promotions and incentives will be outlined in the Franchise Brand Standards Manual. Any such promotions and incentives will be of limited duration and subject to change in our discretion. We have no obligation to offer such promotions and incentives.

Competition

The commercial, professional, retail, and special interest publications industry is highly fragmented, ranging from small local companies to mid-size regional companies to very large national organizations. You will compete with all of these providers, as well as other types of publications seeking to attract advertisers and other types of businesses seeking to sell advertising services. You may compete with publications that we, our affiliates, or our franchisees may control. Some of these competitors will have substantial financial, marketing, and other resources and they may be well established in your market.

The ability of your Franchised Business to compete depends on your ability to identify prospective advertisers, complete the sales process, and develop relationships in your community or with industry groups. Changing local market and economic conditions and many other factors both within and outside your control or our control may also impact your Franchised Business.

Industry-Specific Regulation

You must comply with all federal, state, and local laws, rules, and regulations that apply to all businesses. You should consider these laws and regulations when evaluating your purchase of a franchise and should consult with your attorney, accountant, and local, county, state, and federal government agencies.

Franchise Referral Program

We may pay a referral fee of $10,000 to the first of our franchisees that introduces a new prospective franchisee to us who is not associated with us, The N2 Company, or any of our affiliated businesses and is identified to us as referred by the prospective franchisee on their initial application if: (a) we approve the new prospect, (b) we and the prospect sign a Franchise Agreement within 6 months after the referral is made, (c) the prospect pays us the full initial franchise fee applicable to their franchise, (d) the prospect timely begins operation of its business, (e) the publication managed by the prospect goes to print, and (f) the prospect earns at least one qualified commission (currently a qualified commission is at least $3,000 (excluding fees charged by the franchisee to the client for ad management services) within 12 months of the date the prospect begins operations of its business. If we pay the referral fee, we will pay the fee after all of the above conditions are met. The prospect turned franchisee must also be in good standing under its franchise agreement at the time. You must be in full compliance with all Franchise Agreements between you and us (or our affiliates) in order to receive a referral fee. This referral fee is available only if the new prospect's Franchised Business manages a new publication or acquires the rights to manage a Bridge Publication; it is not available for transfers of existing Franchised Businesses. This referral program is subject to all state and local laws and regulations. We reserve the right to terminate, cancel, or modify such referral program at any time. Franchisees should refer to the Referral Program Policy document for additional rules and information. No more than one referral fee will be paid to franchisees living in or operating a Franchised Business within the state of Washington, and no franchisee, regardless of location, will receive more than one referral fee for referrals made to franchisees living in or operating a Franchised Business in Washington.

ITEM 2. BUSINESS EXPERIENCE

Duane Hixon: Director
Since October 2016, Duane Hixon has served as one of our Directors. From October 2016 to January 2025, he served as our CEO. He has also been one of the Directors of The N2 Company since December 2005. From December 2005 to January 2025, he was the CEO of The N2 Company. Duane is based in Wilmington, North Carolina.

Earl Seals: Director
Since October 2016, Earl Seals has served as one of our Directors. From October 2016 to January 2025, he served as our President. He has also been one of the Directors of The N2 Company since December 2005. From December 2005 to January 2025, he was the President of The N2 Company. Earl is based in Zionsville, Indiana.

JP Hamel: Chief Executive Officer and President
Since January 2025, JP Hamel has been our CEO and President. From September 2022 to January 2025, he was our Chief Revenue Officer. From January 2020 to August 2022, he served as our Head of Franchise Development. From November 2019 to January 2020, he served as our Head of Franchise Coaching, and from October 2012 to January 2020 he served as Vice President of Sales for The N2 Company. JP is based in Scotch Plains, New Jersey.

Matthew B. Davis: Chief Legal Officer | General Counsel
Matthew B. Davis has served as Chief Legal Officer and General Counsel for The N2 Company since February 2025. He has served as General Counsel since July 2017. Additionally, from May 2022 to August 2022, he served as Head of Legal, Human Resources, and Franchise Administration and Compliance for The N2 Company. From July 2021 to August 2022, he served as Head of Legal and Human Resources. From September 2022 to February 2025, Matthew served as Chief People and Legal Officer and General Counsel. Matthew is based in Wilmington, North Carolina.

Domenique Schmitt: Legal and Franchise Operations Manager
Domenique Schmitt has served as Legal and Franchise Operations Manager for The N2 Company since July 2024. She served as Legal Operations Manager for The N2 Company from January 2019 to July 2024. Domenique is based in Bulverde, Texas.

Lisa Masquelier: Associate Vice President of Sales Operations
Lisa Masquelier has served as our Associate Vice President of Sales Operations since October 2025. From January 2024 to October 2025, Lisa served as our Director of Sales Operations. From March 2021 to January 2024, she served as one of our Region Managers. Lisa was one of our franchisees from June 2013 to March 2021. Lisa is based in Frisco, Texas.

Bobby Wright: Associate Vice President of Sales
Bobby Wright has served as our Associate Vice President of Sales since October 2025. From July 2022 to September 2025, Bobby served as Director of Real Producers Product Growth. He also served as Director of BeLocal Product Growth from August 2024 to September 2025. Bobby served as a Real Producers Recruiting and Launch specialist for N2 Franchising from 2017 through 2019. He lives in Granville, Ohio.

Keith Sewell: Associate Vice President of Sales
Keith Sewell has served as the Associate Vice President of Sales since October 2025. From July 2022 to September 2025, Keith served as the Director of Product Growth for Stroll. From May 2021 to June 2022, he served as our Training Manager. From January 2019 to April 2020, he served as our Market Support Manager. Keith is based in Dothan, Alabama.

ITEM 3. LITIGATION

Breach of Franchise Agreement Suits

N2 Franchising, Inc. v. Bologna, Leisure and Lifestyle Wellness, LLC, and Ladd, American Arbitration Association, Case No. 01-25-0009-4348 (filed December 19, 2025); *N2 Franchising, Inc. v. Bologna, Leisure and Lifestyle Wellness, LLC, and Ladd*, General Court of Justice, Superior Court Division, New Hanover County, North Carolina, File No. 25CV009338-640 (filed December 19, 2025); and *Bologna v. Ladd*, Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina, Civil Action No. 2025-CP-10-06124 (filed October 31, 2025).

In December 2025, we initiated arbitration against former franchisee Deanna Bologna, Leisure and Lifestyle Wellness, LLC ("L&LW"), and Jennifer Ladd arising from the transfer of the assets of Bologna's former Daniel Island Life Magazine franchise to Ladd. We alleged, among other things, that Bologna breached her franchise agreement by transferring the franchise's business assets without our consent. At the same time, we filed an action in North Carolina seeking preliminary injunctive relief to prevent Bologna from pursuing related claims against Ladd in a previously filed South Carolina action (in which we are not a party) while the arbitration was pending. Following a hearing, the North Carolina court indicated that it would grant our request for a preliminary injunction; the parties then proceeded to mediation and resolved the dispute before any written order was entered.

In June 2026, the parties entered into a global Settlement Agreement and Mutual Release resolving the arbitration and the related North Carolina and South Carolina actions, without any admission of liability. Under the settlement, Ladd agreed to pay Bologna a total of $55,000 in connection with the parties' separate asset-purchase and promissory-note dispute; we neither made nor received any payment. The parties exchanged mutual releases of the claims at issue, subject to certain surviving contractual obligations and claims, and all three proceedings were dismissed with prejudice.

Administrative Actions

In the Matter of Neighborhood Networks Publishing, Inc., State of California Department of Financial Protection and Innovation, Order I.D. 337865. On or about December 15, 2016, the registration of our FDD for the offer and sale of our N2 Publishing franchises (now STROLL and GREET franchises) was approved by the state of California. On October 16, 2019, we applied to renew our registration. After cooperating with the state of California's requests for information relating to our affiliate's, Neighborhood Networks Publishing, Inc. (now known as The N2 Company), business activities in California prior to our initial registration in California, the state of California determined that Neighborhood Networks Publishing, Inc. had offered and sold franchises in violation of the California Franchise Investment Law before the date of our 2016 application. The state of California alleged that Neighborhood Networks Publishing, Inc. failed to provide prospective purchasers with disclosure documents in violation of California law. Neither we nor Neighborhood Networks Publishing, Inc. agrees with the state of California's findings, but in an effort to resolve the matter, in October 2020, Neighborhood Networks Publishing, Inc. entered into a Consent Order with the state of California. Under the Consent Order, Neighborhood Networks Publishing, Inc. agreed (1) to cease and desist from violations of the California Franchise Investment Law and (2) to reimburse the state of California for its investigative costs in the amount of $10,000.

In the Matter of Neighborhood Networks Publishing, Inc., State of Washington Department of Financial Institutions Securities Division, Order No. S-18-2456-18-CO01. On or about November 20, 2017, we applied for registration of our FDD for the offer and sale of our Real Producers Publications franchises. After cooperating with the state of Washington's requests for information relating to our affiliate's, Neighborhood Networks Publishing, Inc. (now known as The N2 Company), business activities, on November 5, 2018, the state of Washington determined that Neighborhood Networks Publishing, Inc. had

offered and sold franchises in violation of the Washington Franchise Investment Protection Act before the date of our application. The state of Washington alleged that Neighborhood Networks Publishing, Inc. failed to provide prospective purchasers with disclosure documents and made financial performance representations in violation of Washington law. Neither we nor Neighborhood Networks Publishing, Inc. agrees with the state of Washington's findings, but in an effort to resolve the matter, in April 2019, Neighborhood Networks Publishing, Inc. entered into a Consent Order with the state of Washington. Under the Consent Order, Neighborhood Networks Publishing, Inc. agreed (1) to comply with the Washington Franchise Investment Protection Act, in all respects, (2) to cease and desist from violations of the Washington Franchise Investment Protection Act, and (3) to reimburse the state of Washington for its investigative costs in the amount of $4,000.

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

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

The initial franchise fee for a Franchised Business is $735. However, we are waiving the initial franchise fee for franchises offered or entered into on or after the Issuance Date of this disclosure document that facilitate the publishing of a new publication, unless this disclosure document is amended to reflect otherwise.

We reserve the right to charge the initial franchise fee of $735 if the franchise is for the management of a publication that was formerly a Bridge Publication.

If we were to charge a franchise fee, the fee would be non-refundable and due in a lump sum. Last year, we uniformly waived the initial franchise fee for both new publications and Bridge Publications.

ITEM 6. OTHER FEES

OTHER FEES

Type of Fee(1)	**Amount**	**Due Date**	**Remarks**
Royalty (2)	15% of the advertising value of each issue of the Publication	Monthly	Your Commission payment is determined, in part, by the royalty retained by us or our affiliate, which equals 15% of the advertising value of each issue of the Publication, plus other costs and expenses as described below. The Royalty is due whether or not we or our affiliates actually receive payment for the advertising. See other entries in this Item 6 and the information provided in Note 2 for additional information about these costs and expenses. We, together with our affiliate, determine the advertising value in each issue of the Publication. "Advertising value" is the greater of (1) the minimum market value of each print ad, as our affiliate determines; (2) the contract price for which the print advertising actually sold, which you can determine; (3) the cash value of services that you barter in exchange for print advertising; or (4) the combined amount/value of (2) and (3), if applicable. When setting the advertising value, our affiliate takes into consideration factors such as the size of the ad, the size of the Publication, the number of residents in the Territory, the age of the Publication, the competition, and our industry experience and knowledge.

Type of Fee(1)	Amount	Due Date	Remarks
Publication Expenses (2)	Our affiliate's cost to design, publish, print, and deliver each issue of the Publication and undertake all other publishing related tasks	Monthly	Your Commission payment is determined, in part, by our affiliate's publication expenses, plus other costs and expenses described in this Item 6. See Note 2. The Publication Expense is determined using overhead expenses our affiliate incurs and other factors such as the number of recipients of the Publication, the number of pages in the Publication, and our "Cost Basis." Our Cost Basis is determined on an annual basis, and our Cost Basis is implemented on November 1 of each year and is applied through October 31 of the following year ("Calculation Year"). Any increase to the Cost Basis shall be capped at the greater of (a) 10% per Calculation Year or (b) the percentage change in the Consumer Price Index – All Urban Consumers for the immediately preceding Calculation Year; except that if postage rates increase at any time during any Calculation Year, our affiliate reserves the right to increase the Cost Basis during the Calculation Year by the amount of the postage rate increase. Some of the publishing-related task costs our affiliate may incur include, without limitation, publication design costs, ad creation and design costs, printing costs, postage, administrative costs (like allocable portions of salaries, computer systems, etc.), samples shipping fees, and any miscellaneous costs.
Extended Reach Fee (2) (7) (8)	Currently, $37 per month per advertisement. If the advertisement is subject to the cross-selling policies, then the fee is split between the Selling Franchisee (as defined in Note 3 below) and the Receiving Franchisee (as defined in Note 3 below).	Monthly	Your Commission payment is determined, in part, by the Extended Reach Fee. See Note 2. See Note 7 regarding our ability to change certain flat fees, including the Extended Reach fee. You are permitted to price the Extended Reach services within the range we set (currently, $0 to $99 per advertisement per month). The difference between the price

Type of Fee(1)	Amount	Due Date	Remarks
	For Franchisee-Managed Publications: - The Selling Franchisee pays 25% of the Extended Reach Fee and receives 25% of the Cash Received for the Extended Reach advertisement. - The Receiving Franchisee pays 75% of the Extended Reach Fee and receives 75% of the Cash Received for the Extended Reach advertisement. For Bridge Publications: - The Selling Franchisee pays 35% of the Extended Reach Fee and receives 35% of the Cash Received for the Extended Reach advertisement. - We, as the manager of the Bridge Publication, will pay 65% of the Extended Reach Fee and receive 65% of the Cash Received for the Extended Reach advertisement.		charged and allocated to you and the Extended Reach fee allocated to you will be added to your Commission payment. See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.
Extra Copy Orders Fee (2) (7) (8)	Currently, $6 per copy plus $15 for shipping (10 copy minimum)	As incurred	If you place an order (fewer than 100 copies) for issues of the Publication outside of the original print run, you will pay these fees. Your Commission payment is determined, in part, by the extra copies of past issues you request. See Note 2. See Note 7 regarding our ability to change certain flat fees, including the Extra Copy Orders fee. See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.

Type of Fee(1)	Amount	Due Date	Remarks
Ad Design Revision Fee (2) (7) (8)	Currently, between $30 (for over 15 annotations) and $80 (for over 45 annotations)	As incurred	Your Commission payment is determined, in part, by the number of design revisions you request. See Note 2. For reference, the typical number of design revisions requested through annotations is between 3-4 per issue. See Note 7 regarding our ability to change certain flat fees, including the Ad Design Revision fee. See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.
Publication Revision Overage Fees (2) (7) (8)	Currently, $250 per revision category exceeded per issue, up to a maximum of $1,000	As incurred	Your Commission payment is determined, in part, by whether the revisions you request or require to an issue of the Publication exceed the free monthly revision allowances we make available. See Note 2. For each issue of the Publication, we provide a limited allowance of complimentary revisions in each of several categories (currently, page removals, late articles, rounds of revisions, and late photos), as set forth in the Franchise Brand Standards Manual. If, for any issue, you exceed the free allowance in a category, we may charge you a Publication Revision Overage Fee of $250 for that category. A separate $250 Publication Revision Overage Fee applies for each category exceeded in the same issue, up to a maximum of $1,000 per issue. The free allowances, the categories, and the applicable page thresholds (which differ for perfect-bound and saddle-stitched Publications) are set forth in, and may be updated from time to time in, the Franchise Brand Standards Manual. The Publication Revision Overage Fee is separate from, and may apply in addition to, the Ad Design Revision Fee, Adjustment Fee, Missed Deadline Fee, and Late Revisions Fee.

Type of Fee(1)	Amount	Due Date	Remarks
			See Note 7 regarding our ability to change certain flat fees, including the Publication Revision Overage Fees. See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.
Adjustment Fee (2) (7) (9)	Varies by production stage and production method	On demand	Your Commission payment is determined, in part, by your requested changes to the layout of the Publication. See Note 2. If you request changes to the proof copy of the Publication after the publication has been approved for print, we may charge you an Adjustment Fee in the amount set out in Note 9, based on the production stage at which you request the change and whether the Publication is printed in-house or outsourced. The Adjustment Fee is not uniformly imposed. The flat-dollar Adjustment Fees may be updated from time to time in the Franchise Brand Standards Manual. See Note 7 regarding our ability to change certain flat fees, including the Adjustment Fee. If you wish to avoid paying the Adjustment Fee, you may instead elect one of two alternatives described in Note 9.
Extra Copies with a Change Fee (2) (7) (8) (9)	Currently, $6 per copy plus $15 for shipping (10 copy minimum)	As incurred	If you wish to avoid paying the Adjustment Fee post Publication approval for a requested change, you may instead elect "Extra Copies with a Change," under which we provide you copies of the issue reflecting your requested change. Your Commission payment is determined, in part, by your requested changes to the layout of the Publication after the Publication has been approved for print and by the copies of the issue you request reflecting those changes. See Note 2. See Note 7 regarding our ability to change certain flat fees, including the Extra Copies with a Change Fee.

Type of Fee(1)	Amount	Due Date	Remarks
			See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.
PDF with a Change Fee (9)	No charge.	As incurred	If you wish to avoid paying the Adjustment Fee for a requested change post Publication approval, you may instead elect "PDF with a Change," under which we provide you with a PDF of the issue reflecting your requested change at no charge.
Missed Deadline Fee (2) (7)	Currently, $1,000	On demand	Your Commission payment is determined, in part, by whether or not you meet our publication deadlines. See Note 2. If you fail to submit to us or our affiliate the content required to publish any issue of the Publication by the applicable deadline, we may charge you a Missed Deadline Fee of $1,000. The Missed Deadline Fee may be updated from time to time in the Franchise Brand Standards Manual. See Note 7 regarding our ability to change certain flat fees, including the Missed Deadline Fee. The maximum Missed Deadline Fee that we may charge is $1,500 per occurrence.
Late Revisions Fee (2) (7)	Currently, $1,000	On demand	Your Commission payment is determined, in part, by whether or not you timely review, make, or accept revisions to the Publication during certain stages of the publication process. See Note 2. If you fail to timely review, make, or accept revisions to the Publication during certain stages of the publication process, we may charge you a Late Revisions Fee of $1,000. The Late Revisions Fee may be updated from time to time in the Franchise Brand Standards Manual. See Note 7 regarding our

Type of Fee(1)	Amount	Due Date	Remarks
			ability to change certain flat fees, including the Late Revisions Fee. The maximum Late Revisions Fee that we may charge is $1,500 per occurrence.
Cross-Selling Fee (2) (3)	Currently, if someone other than you sells a print advertisement for inclusion in the Publication, that Selling Franchisee will receive an Outgoing Cross-Selling Fee equal to 25% of the Cash Received for that advertisement and you (as the Receiving Franchisee) will receive a Receiving Cross-Selling Fee of 75% of the Cash Received, less the Royalty of 15% of the Cash Received and the Publication Expenses. We may in the future change the Cross-Selling Fees so that the Selling Franchisee receives an Outgoing Cross-Selling Fee of 10% of the Cash Received; the Managing Franchisee receives a Managing Cross-Selling Fee of 30% of Cash Received, less the Royalty of 15% of the Cash Received; and the Receiving Franchisee will receive a Receiving Cross-Selling Fee of 60% of the Cash Received, less the Publication Expenses.	Monthly	Your Commission payment is determined, in part, by the amount of Outgoing Cross-Selling Fees you receive for selling print advertisements in publications managed by other franchisees and by the amount other franchisees receive for selling print advertisements in the Publication. See Notes 2 and 3.

Type of Fee[1]	Amount	Due Date	Remarks
Early Termination Fees on Cross-Sold Accounts	For any advertiser that is charged an early termination fee in connection with the early termination of their advertiser agreement, the Selling Franchisee will receive 50% of such early termination fee and the Receiving Franchisee will receive 50% of such early termination fee	As incurred / collected	At times, an advertiser of a cross-sold account will request to terminate its advertising contract with us prior to the end of the term of such advertising contract. If we permit such advertiser to terminate their contract early, we may charge an early termination fee in connection with such early termination and the early termination fee will be split 50-50 between the Selling Franchisee and the Receiving Franchisee.
Negative Commissions [2]	The amount of the Negative Commission that has accrued	As incurred	Your Commission payment is determined, in part, by the amount of Negative Commissions you have accrued. See Note 2. Negative Commissions occur and accrue when the royalty, and total publishing costs, expenses, and fees exceed the Cash Received (as defined in Note 2 below) as a result of publishing and advertising contracts entered into in connection with the publishing of the Publication or in connection with other agreements between you or your affiliate(s) and us or our affiliate(s).
Corporate Ads Cross-Selling Fee [4]	Currently, if we or our affiliates sell a print advertisement for inclusion in the Publication, then we will receive (as the selling party) a fee equal to 35% of the Cash Received for that advertisement and you (as the receiving party) will receive a fee of 65% of the Cash Received, less the Royalty of 15% of the Cash Received and the Publication Expenses. This fee is subject to change.	Monthly	We and our affiliates have the right to place national, regional, or local advertisements in the Publication. The source of these advertisements may be Strategic Partners. We may choose to pay you a commission if we do so. Our current Corporate Ads Cross-Selling Fee is referenced here, but we may change this fee from time to time (including by increasing the amount we receive as the selling party to up to 100% of the Cash Received for the advertisement), or eliminate this fee. See Note 4.

Type of Fee(1)	Amount	Due Date	Remarks
Ad Design Royalty	Currently, not charged	As incurred	For certain advertising contracts, the advertiser pays a fee associated with ad creation and design costs ("Ad Design Fee"). We have the right to assess a royalty on revenue generated from any Ad Design Fees ("Ad Design Royalty"). We may implement and/or change any such Ad Design Royalty upon 90 days' notice to you. The Ad Design Royalty will not exceed 15% of the gross revenues generated from any Ad Design Fees.
Event Revenue Royalty	Currently, not charged	As incurred	You will have the opportunity to organize local events. We have the right to assess a royalty on revenue generated from these events ("Event Revenue Royalty"). We may implement and/or change any such Event Revenue Royalty upon 90 days' notice to you. The Event Revenue Royalty will not exceed the greater of $200 per event or 5% of the gross revenues from an event.
Administrative Credit Card Fee (2)	Currently, 3% of any amount paid by a third party using our designated credit card processing platform to pay fees or other amounts owed in connection with the Publication or relating to the Franchised Business	As incurred	Your Commission payment is determined, in part, by the amount of any Administrative Credit Card Fees owed in connection with the Publication or relating to the Franchised Business. See Note 2. Third parties (including advertisers, clients, and event sponsors) may use our designated credit card processing platform to pay certain fees or other amounts in connection with the Publication (such as Ad Design Fees) or relating to the Franchised Business (such as event revenues). We or our affiliate will collect any such payments, and we have the right to charge a fee to cover the credit card transaction fees associated with such payments as well as a reasonable fee for our or our affiliate's involvement with the administration of this payment channel ("Administrative Credit Card Fee"). The current Administrative Credit Card Fee is equal to 3% of any amount paid by a third-party using our designated credit card processing platform to pay fees or other

Type of Fee(1)	Amount	Due Date	Remarks
			amounts owed in connection with the Publication or relating to the Franchised Business, but we may change the amount of the Administrative Credit Card Fee upon 90 days' notice to you. Currently, we only charge the Administrative Credit Card Fee in connection with event revenues (amounts paid by event sponsors or others connected with local events you have organized); but, we reserve the right, upon 90 days' notice to you, to charge an Administrative Credit Card Fee in connection with any other third-party payments of fees or other amounts owed in connection with the Publication or relating to the Franchised Business made using our designated credit card processing platform. We may increase the amount of the Administrative Credit Card Fee from time to time, including due to increases in vendor pricing, up to a maximum of 5% of the total amount paid by any third-party via credit card. We may make mandatory a third-party's use of our designated credit card processing platform for payment of any fees or other amounts owed in connection with the Publication or relating to the Franchised Business.
Paper Check Processing Fee	Currently, not charged	As incurred	If you permit advertisers to make payments using paper checks as opposed to via credit card, we may charge an administrative fee in connection with our processing of each payment made via paper check. The current Paper Check Processing Fee, if charged, is $35. We may increase this fee up to a maximum of $50 during the term.
Additional Training	Reasonable fee not to exceed $1,000 per day charged by us or a third-party provider, plus travel-related expenses you incur	When invoiced	If you request or if we require you to participate in additional training, you must pay us our reasonable costs to provide such training or pay a third party the amount they require; any such amount shall not

Type of Fee(1)	Amount	Due Date	Remarks
			exceed $1,000 per day plus any travel-related expenses you incur.
Missed Conference Fee (2)	$500	On demand	Your Commission payment is determined, in part, by your attendance at required regional and/or national conferences. See Note 2. We may require you to attend regional and/or national conferences each year. If you do not attend at least one of the required conferences, you must pay us a Missed Conference Fee equal to $500.
Software Fee	Currently $0	When invoiced	We may require the use of software programs in the future that require you to pay a license fee to us, our affiliates, or a third party. The maximum fee that may be charged is $250 per month.
Pub Pulse Fee (2) (8)	$170 for first publication, $235 for each additional publication up to 5 publications, and custom pricing for each publication after the first 5 publications	Monthly, as incurred	Your Commission payment is determined, in part, by your use of Pub Pulse. See Note 2. You may elect to use Pub Pulse, N2 Digital's social media solution, to create ready-to-post social media content. If you elect to use Pub Pulse, you must pay to us the then-current fee designated in the Franchise Brand Standards Manual based upon the number of publications utilizing the service. The Pub Pulse fee is subject to change, including due to changes in supplier pricing. See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.
Publisher Hero Fee (2) (8)	A $10 initial deposit, plus the cost billed by Publisher Hero each month for your use of the Publisher Hero Customer Relationship Management ("CRM") platform	Monthly, as incurred	Your commission payment is determined, in part, by the fee associated with your use of the Publisher Hero CRM. See Note 2. You must make an initial deposit of $10 to use the Publisher Hero CRM. For each month that you use the Publisher Hero CRM, you must pay the amount billed by Publisher Hero for your actual usage. The $10 initial

Type of Fee(1)	Amount	Due Date	Remarks
			deposit will be credited towards these charges. By way of example only, franchisees with 1-2 publications average between $8 and $15 in usage charges each month. The Publisher Hero fee is subject to change, including due to changes in supplier pricing. See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.
Email Address (7) (8)	Currently $144 per year for second and each additional email address using the n2co.com or belocalpub.com domain	When invoiced	We may provide to you free of charge one email address using the n2co.com domain or other domain names that contain the Marks or any part of the Marks. You may request additional email addresses using other domain names that contain the Marks or any part of the Marks (except the n2co.com domain) at no charge. If you request an additional email address(es) using the n2co.com domain, you must pay to us the then-current fee designated in the Franchise Brand Standards Manual (currently $144/year) for each such email address. This email address fee is subject to change, including due to changes in supplier pricing. See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.
Transfer Fee	100% of the then-current initial franchise fee, plus our reasonable attorneys' fees	When transfer is requested	If you request to transfer your Franchised Business pursuant to the terms of the Franchise Agreement, you must pay us a fee at the time of such request equal to 100% of the then-current initial franchise fee, plus our reasonable attorneys' fees.
Insurance Fee	Cost of premium, plus our reasonable administrative expenses	When invoiced	Payable only if you fail to maintain the required insurance and we secure it for you. We have no obligation to obtain insurance for you.

Type of Fee(1)	Amount	Due Date	Remarks
Collections Fee	7% of the total amount collected, plus any legal and court costs (including reasonable attorneys' fees) associated with collection	On demand	Payable if advertisers in the Publication breach the agreement and we or our affiliate(s) seek to collect whether through our own efforts, the use of a collection agency, or by filing lawsuits. For advertising contracts that have gone into collections, we will retain 7% of the total amount collected by us, our affiliates, or a third-party collection agency to cover our internal costs associated with processing collection requests, managing third-party collection agencies, and administering recoveries. Additionally, you must reimburse us on demand for all costs we incur in any litigation related to the enforcement of advertising contracts entered into in connection with the Publication, including legal and court costs and reasonable attorneys' fees. These fees are separate from any Royalties you must pay on any such collected amounts.
Indemnification (5)	Any and all types of damages, liabilities, losses, costs, and expenses we incur as a result of claims by third parties or from your ownership and operation of the Franchised Business	On demand	You and the Principals must indemnify us and our affiliate and related parties against a broad range of third-party claims relating to your Franchised Business as well as any and all types of damages, liabilities, losses, costs, and expenses we incur from your ownership or operation of the Franchised Business.
Enforcement Costs	Our cost to enforce the Franchise Agreement, including legal and court costs and reasonable attorneys' fees	On demand	Payable only if you do not comply with the Franchise Agreement.
Franchisor Damages	Our damages and costs associated with your default under or breach of the Franchise Agreement	Following termination; On demand	The damages (including lost profits), costs, and expenses we incur due to your defaults of the Franchise Agreement, including our early termination with cause.

Type of Fee(1)	Amount	Due Date	Remarks
Security Breach	Our costs and expenses associated with your non-compliance with the data requirements of the Franchise Agreement	On demand	You are responsible for our costs and expenses that arise from your non-compliance with data requirements or a security breach caused by you or your personnel.
Alternative Suppliers	Our reasonable expenses incurred in the supplier approval process (whether or not approval of the supplier is granted)	On demand	You may request approval of a supplier. You will be required to reimburse us for our expenses incurred in the supplier approval process, whether or not the supplier is approved. We are not required to approve any particular supplier. We also have the right to revoke the approval of any item or supplier that fails to continue to meet our standards.
N2 Franchisee Services Fees (2) (6) (7) (8)	Varies based upon services selected Currently, the fees for various services are as follows: - $375 per month (divided between all publications) plus 1% of the advertising value of each issue of the Publication	Monthly, as incurred	Our affiliate may offer optional service to you from time to time. If you choose to receive these services, you will pay a fee for each. Your Commission payment is determined, in part, by your use of these services. See Note 2. These fees are subject to change upon 45 days' notice. See Note 7 regarding our ability to change certain flat fees, including the N2 Franchisee Services fees. See Note 8 regarding a cap on the total increase to these fees during the term of the Franchise Agreement. The services available to you are subject to change. We may add additional optional services, modify the services, or eliminate services. The current list of services is detailed in Note 6. You must enter into a contract with our affiliate in order to use any of these services. The current form of this contract is attached as Exhibit F to this disclosure document.
Lead Generation Fee (2) (7) (8)	Varies based on the tier of service Currently, $200 per month for Tier 1, $375 per month	Monthly, as incurred	If you enroll in our lead generation program and we or our affiliate provide you with lead generation services, we may require you to pay a lead generation fee in connection with such services. Our Lead

Type of Fee(1)	Amount	Due Date	Remarks
	for Tier 2, and $550 per month for Tier 3		Generation Specialist can gather leads through various methods including, but not limited to, pulling local business data, placing ads for inbound leads, list scrubbing, and other digital lead collections. Your Commission payment is determined, in part, by your use of this service. See Note 2. The Lead Generation Fee is updated from time to time in the Franchise Brand Standards Manual. See Note 7 regarding our ability to change certain flat fees, including the Lead Generation fees. See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.
Late Commission Fee (7) (8)	Currently, $250	As incurred	We are not required to approve Commission payments outside of the regular Commission schedule. If we do, we have the right to charge this fee. See Note 7 regarding our ability to change certain flat fees, including the Late Commission fee. See Note 8 regarding a cap on the total increase to this fee during the term of the Franchise Agreement.
Returnable Commission	The amount of any overpayment we make to you	On Demand	If the Commission report reflects that you have been paid a Commission in an amount that is more than you are due, then you must return to us the amount of overpayment.
Fines	Up to $500 for the first instance; Up to $1,000 for a second or subsequent instance	On Demand	Due only if you fail to obtain our prior approval for advertising, offer unauthorized products or services, or fail to comply with the System operating standards or the Franchise Brand Standards Manual.
Management Fee	45% of monthly Cash Received, plus any expenses we incur in managing the Franchised Business	Monthly	Only payable in the event we must operate your franchise due to death, disability, defaults etc. The Management Fee is in addition to other fees due to us.

Type of Fee(1)	Amount	Due Date	Remarks
Customer Complaint Fee	Our costs and expenses associated with our response to and any resolution of a complaint	On demand	If an advertiser, client, or third party complains to us and you fail to satisfactorily remedy the complaint, you will pay us our costs and expenses associated with our response to and any resolution of the complaint.
Wind-Down Damages	An amount equal to the greater of (a) 6 months' worth of the average Royalty you paid for the 12 months prior to the default or (b) $2,500	On demand	Only payable if you fail to comply with the wind-down procedures or abandon the Franchised Business.
Transfer Damages	Greater of 15% of transfer price or $25,000	Within 15 days of our demand	You will pay these transfer damages if you do not comply with the transfer terms under the Franchise Agreement.

Notes:

(1) All fees and expenses in this Item 6 are non-refundable and, unless otherwise indicated in the preceding chart, are imposed uniformly by us, collected by us, and are payable to us. Except as otherwise noted, we may increase these fees based on changes in market conditions, our cost of providing services, and future policy changes, but we have no present plans to increase any fees. We do not currently require you to participate in, nor have we created, any cooperatives.

(2) This franchise opportunity is a commission-based program. For each Publication you manage, you will receive a Commission that equals:

(i) For any print advertisement you sell for inclusion in the Publication, the amount equal to the total Cash Received (as defined below) for the Publication in the applicable month; minus the Royalty (set forth in the preceding chart) for the Publication for the applicable month; minus the Publication Expense (set forth in the preceding chart) for the Publication for the applicable month; plus

(ii) For any print advertisement you sell for inclusion in a publication managed by another franchisee or by our affiliate, as applicable, (x) the amount equal to our then-current Outgoing Cross-Selling Fee (set forth in the preceding chart), divided by the total number of publications you manage, or (y) the Pre-print Commission (as defined below), divided by the total number of publications you manage; plus

(iii) For any print advertisement another franchisee or our affiliate sells for inclusion in the Publication, the amount equal to our then-current Receiving Cross-Selling Fee (set forth in the preceding chart); plus

(iv) The amounts paid by advertisers for the Extended Reach services and allocated to the Publication; minus the Extended Reach fee for the applicable month; plus

(v) If in the future we institute a fee for managing a client, for any print advertisement where you "manage" (as defined in our then-current Franchise Brand Standards Manual) a client who publishes a print advertisement in a publication managed by another franchisee, you will receive our then-current

Managing Cross-Selling Fee (set forth in the preceding chart), divided by the number of Publications you manage; minus

(vi) All other applicable fees and/or deductions applicable to you or the Publication, including, but not limited to: (1) extra copy orders fee; (2) late commission deductions; (3) ad design revision fee, publication revision overage fee, and adjustment fee; (4) missed deadline fee and late revisions fee; (5) Returnable Commissions (as defined below); (6) fees for services we or our affiliates provide, including any optional services you elect to receive from us or our affiliates; (7) cross-selling fees originating from your sales into publications managed by us or our affiliates or fees for Corporate Ads; (8) lead generation fees; (9) Administrative Credit Card Fees; and/or (10) Negative Commissions (as defined in the Franchise Agreement).

"Cash Received" means all revenue actually received by us or our affiliates from advertisers, recipients of the Publication, or other parties under the terms of advertising contracts or any other form of agreement or contract related to each issue of the Publication. You will not receive a Commission payment in the month or months that a Negative Commission occurs. Commission payments will be accompanied by a Commission accounting and reconciliation report that itemizes Cash Received and the other applicable fees and expenses described in this Item 6. If the Commission report reflects that you have been paid a Commission in an amount that is more than you are due, then you must return to us the amount of overpayment ("Returnable Commission").

"Pre-print Commission" means a one-time payment equal to 10% of the total value of the contract with the advertiser for the purchase of print advertisements to be included in a publication managed by a Receiving Franchisee. If you cross-sell print advertising into a publication managed by another franchisee or our affiliate before the first issue of the Publication is published, then you may elect to receive a Pre-print Commission in lieu of the Outgoing Cross-Selling Fee. If you elect to receive a Pre-print Commission, we will pay you the Pre-print Commission within 20 days after the publication deadline of the publication in which the ad appears.

In addition to all requirements related to the printing of the first issue of the Publication and your compliance with the Franchise Agreement generally, payment of your first Commission is conditioned upon you having created a legal entity to be the franchisee and securing and producing evidence of all required insurance coverage.

The Commission you receive for the sale of print advertisements and Extended Reach services is different from and in addition to the N2 Digital Sales Commission you will receive if you elect to solicit leads for and/or facilitate client relationships with N2 Digital. Your opportunity to solicit leads for and facilitate client relationships with N2 Digital is conditioned on the continuance of the sales program. We may modify and discontinue this program in our sole discretion.

The N2 Digital Sales Commission is subject to change in our sole discretion, but currently will range from 6% to 12% of revenues generated by a client's purchase of goods and services from N2 Digital. The then-current rates will be available in the Franchise Brand Standards Manual. The variation in the N2 Digital Sales Commission currently depends upon the specifics of the sale and includes factors like (i) the type of good or service you sell to the client, (ii) the other goods and services the client purchases, (iii) whether or not you referred the client to N2 Digital, (iv) the scope of the involvement of the N2 Digital sales team, and (v) your role in facilitating the relationship between the client and N2 Digital.

The N2 Digital Sales Commission is due, as applicable, (1) only to the first franchisee that introduces a new prospective lead to N2 Digital who has not already been a client of N2 Digital during the previous 12-month period and (2) only if the client unconditionally and completely pays for goods and services

purchased from N2 Digital. The N2 Digital Sales Commission will be calculated on the gross invoice price of the goods and services less all taxes, credits, discounts, rebates, and allowances (if any). We will pay the commission in the month that follows the client's unconditional and complete payment of all purchased goods and services. To receive the N2 Digital Sales Commission, you must be in full compliance with all Franchise Agreements between you and us (and any other agreements with any of our affiliates). The amount, due date, calculation, and other details of the N2 Digital Sales Commission are subject to change in our sole discretion. To facilitate a client's relationship with N2 Digital, we may require you to complete certain training and certifications.

Historically, franchisees who owned multiple Franchised Businesses would receive a monthly rebate for certain Publication Expenses (currently $300 per month for BELOCAL publications). While we will continue to honor that rebate policy for those who historically qualified, we have discontinued the rebate program for new franchisees and for any new Franchised Businesses purchased by franchisees owning multiple units.

(3) For purposes of our cross-selling program, the "Selling Franchisee" is the franchisee (or affiliate of ours) who sells print advertisements to be included in a publication managed by another franchisee (or affiliate of ours); the "Receiving Franchisee" is the franchisee (or affiliate of ours) who manages the publication within which the print advertisements will be published; and the "Managing Franchisee" is the franchisee who actively manages the relationship with the advertiser client. Currently, the Cross-Selling Fees are calculated as follows:

(i) The Selling Franchisee will receive an Outgoing Cross-Selling Fee equal to 25% of the monthly Cash Received for each print advertisement sold by the Selling Franchisee that will be included in the publication managed by the Receiving Franchisee.

(ii) The Receiving Franchisee will receive a Receiving Cross-Selling Fee equal to 75% of the monthly Cash Received for that print advertisement, less the Royalty of 15% of the Cash Received and the Publication Expenses.

We have the right to change the Cross-Selling Fee to be calculated as follows:

(i) The Selling Franchisee would receive an Outgoing Cross-Selling Fee equal to 10% of the monthly Cash Received for each print advertisement sold by the Selling Franchisee for inclusion in the publication managed by the Receiving Franchisee.

(ii) The Managing Franchisee would receive a Managing Cross-Selling Fee equal to 30% of the monthly Cash Received for each print advertisement, less the Royalty of 15% of the Cash Received.

(iii) The Receiving Franchisee would receive a Receiving Cross-Selling Fee equal to 60% of the monthly Cash Received for that print advertisement, less the Publication Expenses.

You must comply with our then-current policies, procedures and guidelines related to cross-selling to be eligible to receive any Cross-Selling Fee. We have the right to change the Cross-Selling Fee with no prior notice to you unless otherwise required by law. We have the right to terminate your right to cross-sell or your Franchise Agreement if you fail to comply with our policies, procedures, and guidelines related to cross-selling.

(4) Additionally, we have the option but not the obligation to allow you to sell print advertisements into Bridge Publications. If we permit you to do so, we will be obligated to pay you a commission. We can change the amount of the commission, but it will always be an amount that is at least the amount of the

then-current fees we receive if we cross-sell a Corporate Ad into the Publication. Currently, we do permit you to sell print advertisements into Bridge Publications. If you sell a print advertisement for inclusion in a Bridge Publication, you (as the selling party) will receive a fee equal to 35% of the Cash Received for that advertisement and we or our affiliate (as the receiving party) will receive a fee of 65% of the Cash Received, from which we or our affiliate will pay the publication expenses.

(5) Your indemnification obligations are subject to state law.

(6) The optional N2 Franchisee Services currently include client ad strategy services. Future optional services may include premium versions of the client ad strategy services, content services, writing and editing services, business strategy coaching, social media management services, administrative services, consulting services, or client care services. This is not an exhaustive list of potential optional services and neither we nor our affiliate is obligated to make any of these optional services available to our franchisees. Our affiliate may establish and change the prices for current and future services in its discretion.

(7) We may adjust the amount of any flat fee (meaning a fee that is a flat dollar amount) to account for inflation. Up to one time per calendar year, we will have the right to increase each flat fee by an amount up to the yearly cost-of-living adjustment ("COLA") percentage identified by the United States Social Security Administration or similar metric of inflation we deem reliable (such as the Consumer Price Index (U.S. Average, all items) maintained by the United States Department of Labor). By way of example only, if the COLA adjustment for 2028 were 3%, then on a single occasion in 2028 we could raise each flat fee by up to 3%.

Additionally, the amounts of the inflation adjustments are cumulative and, if not applied in one year, may be applied in future years. For example, if the COLA adjustment for 2028 were 3%, then in 2028 we could raise each flat fee by up to 3%. However, if we elected to raise a particular flat fee by 1% in 2028, we would have the right to carry forward the additional 2% increase to be applied in a future year. If the COLA adjustment for 2029 were 2%, then, because of the inflation adjustment we did not apply in 2028, we would have the right to increase such flat fee in 2029 by up to 4% (2% for 2029 and 2% for the unapplied adjustment in 2028). If we were to increase such flat fee in 2029 by only 2%, then the remaining 2% adjustment would continue to be available to be applied to increases in such flat fee in future years, and so on.

(8) Each of these fees may be increased upon notice to you; however, the total increase of each fee during the term of the Franchise Agreement will not be more than 25% of the fee currently identified in this Item 6.

(9) The Adjustment Fee for a requested change post Publication approval is determined by the production stage at the time of your request and by whether the Publication is produced in-house or outsourced, as follows:

Production Stage	In-House	Outsourced
Stage 1 — Preparation stage.	Currently, $750	Currently, $750
Stage 2 — Preparation complete, but printing not started.	Currently, $1,000	Currently, $1,000

Stage 3 — Printing/binding stage.	One-half of Publication Expense	Full Publication Expense
Stage 4 — Printing/binding complete and/or mailed.	Full Publication Expense	Full Publication Expense

We may update the flat-dollar amounts for Stages 1 and 2 from time to time in the Franchise Brand Standards Manual; see Note 7 regarding our ability to change certain flat fees. If you wish to avoid paying the Adjustment Fee for a requested change, you may instead elect one of two options: (a) "PDF with a Change," under which we provide you a PDF of the issue reflecting your requested change at no charge; or (b) "Extra Copies with a Change," under which we provide you copies of the issue reflecting your requested change (currently $6 per copy plus $15 for shipping (10 copy minimum)).

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount Low – High	Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee [1]	$735	As Arranged	Execution of Franchise Agreement	Us
Office Furniture & Equipment [2]	$0 to $2,650	As Arranged	Before Opening	Suppliers
Computer Hardware & Software [3]	$0 to $3,200	Lump Sum	Before Opening	Suppliers
Office Supplies and Stationery [4]	$90 to $125	As Arranged	Before Opening	Suppliers
Insurance Coverage (1 year) [5]	$400 to $650	Lump Sum	Before Opening	Insurance Broker or Agent
Initial Training Expenses [6]	$0 to $1,000	As Arranged	As Incurred	Suppliers, if applicable
Professional Fees [7]	$0 to $3,100	As Arranged	As Incurred	Attorney and Accountant
Licenses and Permits [8]	$0 to $500	As Arranged	Before Opening	Government Agencies
Entity Formation [9]	$100 to $500	As Arranged	Before or After Opening	Government Agencies
Additional Funds (for first 3 months of operation) [10]	$600 to $1,000	As Arranged	After Opening	Various
TOTAL	$1,925 to $13,460			

Notes:

(1) The initial franchise fee for a Franchised Business is $735. However, we are waiving the initial franchise fee for franchises offered or entered into on or after the Issuance Date of this disclosure document that facilitate the publishing of a new Publication, unless this disclosure document is amended to reflect otherwise. We reserve the right to charge the initial franchise fee of $735 if the franchise is for the facilitation of a publication that was formerly a Bridge Publication.

(2) The zero-dollar amount assumes that you will initially operate out of your home and that you presently have office furniture and other equipment that you will use to operate your Franchised Business, such as a phone. The range of costs in the chart is an estimate for items such as a desk, chair, and miscellaneous office provisions you choose. We do not require that you purchase any particular amount, type, or brand of furniture or other items that you choose to purchase. If you choose to lease commercial office space, your expenses will increase by the amount of rent you pay, which will depend on the size, condition, and location of the leased premises. This rent estimate is not included in the chart. If you elect to establish your Office in a location other than your home, you may need additional furniture or fixtures that will increase your expenditures, and you will have rent deposit expenses and other expenses not contemplated in this chart.

(3) This estimate is for the purchase of a phone and a computer or tablet that has Internet and email capability. We have no other requirements regarding the type or brand of computer or tablet you purchase. (See Item 11.) The low end of the range assumes that you already own a phone and computer or tablet that can be used in your Franchised Business.

(4) This estimate is for office supplies such as note pads, pens, file folders, stationery, business cards, etc. The low end of the estimate assumes you already have many of these supplies and/or that you operate "paperless" or mostly paperless.

(5) You are required to obtain and maintain the minimum amount of insurance specified in Item 8 of this disclosure document. This estimate reflects the cost of insurance premiums for one year. You will need to check with your local insurance carrier for the actual cost of any deposits and premiums. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our stated minimums.

(6) We do not charge tuition or for materials for the initial training. We provide the initial training virtually and so the low estimate assumes you will not incur any travel-related costs. You have the option to attend in-person training. The in-person training may be held in Indianapolis, Indiana or another location we designate upon notice. The high estimate assumes you select in-person training and pay for airfare and two nights in a hotel. The cost of the travel will vary based upon your point of origin, method of travel, classes of accommodation, dining choices, etc.

(7) The low end of the estimate assumes that you do not engage legal and/or accounting professionals to advise you in the start-up of the Franchised Business. However, we strongly recommend that you seek the assistance of an experienced franchise attorney and accountant to review and advise you concerning this franchise opportunity, this disclosure document, and subsequently, the Franchise Agreement. The amount of professional fees you will pay will vary based upon the market where you operate and the professionals you choose to engage.

(8) You are solely responsible for obtaining and maintaining all licenses and permits necessary to operate the Franchised Business. You should check with your local agencies to determine if any permits or licenses are required to operate your Franchised Business.

(9) You must create an entity to be the franchisee. This is typically done with your state government and requires a filing fee. If the entity is not created before signing the Franchise Agreement, it must be completed in order for you to qualify to receive your first Commission.

(10) This is an estimate of the additional funds you may need to operate your Franchised Business during the first three months after you complete initial training. This estimate is based upon the experience of our franchisees. We cannot guarantee that you will not have additional expenses in starting the Franchised Business. This range includes estimated travel and other sales related expenses you will incur during the first three months. Additional operating expenses will be incurred in connection with the ongoing operation of your Franchised Business. You are responsible for your living expenses during the term of the Franchise Agreement and those expenses are not reflected in this estimate.

We recommend that you use the categories and estimates in this Item 7 as a guide to develop your own business plan and budget and that you investigate specific laws, regulations, and licensing requirements and associated costs that may apply in your area. You should review these figures carefully with your business advisor before deciding to acquire the franchise.
Unless otherwise stated above, these estimates are subject to increases based on changes in market conditions, our cost of providing services and future policy changes. We do not offer any financing for your initial franchise fee or any portion of your initial investment. Unless otherwise stated, the amounts described above are not refundable.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases According to Specifications; Approved Suppliers
You must comply with all of our standards and specifications relating to the purchase of all supplies, materials, equipment (including computer hardware and software), and other products and services used in the Franchised Business. We formulate our standards and specifications based on a variety of factors and can issue such standards and specifications to you from time to time, including in writing in the Franchise Brand Standards Manual. If we have approved suppliers for any supplies, products, and/or services used or offered by your Franchised Business, you must use those suppliers. We may change the number of approved suppliers at any time and may designate ourselves, an affiliate, or a third party as the exclusive source for any particular item or service. We may profit from your purchases and leases from approved suppliers, and we and/or our affiliates may receive payments, fees, commissions, or reimbursements from such suppliers in respect of your purchases and leases.

Required Purchases
Currently, except as described below, you have no obligation to purchase or lease from us, our affiliates, or other designated third-party suppliers any of the products, services, supplies, fixtures, equipment (including computer hardware and software and payment systems), inventory, or real estate used in establishing or operating your Franchised Business.

Optional Purchases
Our affiliate, The N2 Company, is approved to supply you with optional services for your Franchised Business. Currently, these optional services include client ad strategy services and lead generation services. The N2 Company may perform such services directly, through one or more of its subsidiaries or affiliates, or through a third-party vendor of its selection, and may change the provider at any time in its discretion. The service offerings are also subject to change. Additional services may be approved while other existing

services may be discontinued. To receive these optional services, you must enter into an N2 Franchisee Services Agreement with our affiliate. The current form of N2 Franchisee Services Agreement is attached to this disclosure document as Exhibit F. There are additional fees associated with these optional services. Future optional services may include premium versions of the client ad strategy services, content services, writing and editing services, business strategy coaching, social media management services, administrative services, consulting services, or client care services. This is not an exhaustive list of potential optional services and neither we nor our affiliate is obligated to make any such services available to our franchisees. Our affiliate may establish and change the prices for current and future services in its discretion.

Revenue Derived

Our Directors, Duane Hixon and Earl Seals, have ownership interests in The N2 Company, which is approved to supply you with optional services. Neither we, nor our affiliate, nor any of our respective officers owns an interest in any other privately held suppliers or a material interest in any publicly held suppliers of our franchise system. During our fiscal year July 1, 2025 through June 30, 2026, we received no revenue or other material consideration from required purchases or leases by franchisees. During its fiscal year July 1, 2025 through June 30, 2026, The N2 Company received no revenue from our franchisees' required purchases or leases.

Requirements for Specific Goods and Services

Technology: At our option, we may make available to you, for a fee, software developed by us, our affiliates, or a designated third party for the Franchised Business. We are not required to develop or acquire such software programs. These software programs assist with client relationship management, sales order and commission management, and Publication production management.

Signage: If you display signage at your Office location, it must comply with our specifications and standards, which we will issue to you upon request.

Business Cards: You must use the third-party provider we designate to purchase your business cards.

Digital Signature Software**:** We require you to use our approved vendors for digital signature software. You must not use any digital signature software we have not approved.

Insurance: You must obtain and maintain in full force and effect the levels of insurance specified in the Franchise Agreement and the Franchise Brand Standards Manual or applicable law. At a minimum, you must carry (i) Comprehensive General Liability Insurance, including broad-form contractual liability, broad-form property damage, personal injury, advertising injury, completed operations, products liability, and fire damage coverage, in the amount of $2,000,000 combined single limit per occurrence and $4,000,000 general aggregate; (ii) automobile liability coverage, including coverage of owned, non-owned, and hired vehicles, with coverage in amounts not less than $300,000 combined single limit; (iii) event insurance for each event you host or sponsor in connection with the Publication in the amount of $1,000,000 per occurrence, $2,000,000 in the aggregate, regardless of where the event is located; and (iv) such other insurance as may be required by the state or locality in which you operate the Franchised Business. All policies must be acceptable to us. From time to time in our sole discretion, we may increase or modify such limits of liability or require additional types of coverage. In each of these policies, except for workers' compensation (if applicable), you agree to name us and our affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, as additional insureds (each, an "Additional Named Insured"), which will expressly protect both you and each Additional Named Insured and will require the insurer to defend both you and each Additional Named Insured in any action while reserving the right of each Additional Named Insured to involve counsel of their own choosing in protection of their own and system-wide interests. Additionally, your insurance

policy must waive on behalf of the insurer any right of subrogation by the insurance company against us, the Additional Named Insureds, our officers, shareholders, and employees. Your insurance must apply as primary and non-contributory.

Advertising Materials: You must obtain our prior approval for all advertising and promotional plans and materials that you desire to use to promote your Franchised Business and that we have not prepared or previously approved. We will approve or disapprove such plans and materials within 14 days from the date we receive your plans and materials. We reserve the right to disapprove at any time any plans and materials we have previously approved, and you must promptly discontinue using any promotional or advertising plans or materials upon notice from us to do so.

Social Media Management: If you hire a third-party to manage your social media, you must use only our approved social media management vendors.

Other Services: We have the right to require you to use only our approved vendors for client relationship management, advertisement strategy, photography, and advertisement material creation services. Our current policy is to allow our franchisees to use publishing assistants or vendors that we have not approved in advance, provided the assistants or vendors comply with the standards set forth in our Franchise Brand Standards Manual. We have the right to prohibit you from using the services of any publishing assistant or vendor that does not comply with the standards set forth in the Franchise Brand Standards Manual.

Supplier Approval Procedure

If you wish to use any service, vendor, supplier, or type or brand of item, that is not currently approved by us, you must notify us in writing of your desire to do so and submit to us (or to an independent party we designate) specifications, photographs, samples and/or other information we request. We may also inspect the supplier's facilities, software, security systems, or procedures. Within a reasonable time, which typically will not exceed 45 days after you provide us with notification and the information we request (although this time period can vary based on the type of product to be supplied, the location of the proposed supplier, the responsiveness of the proposed supplier, and other factors), we will determine whether such item(s) or supplier meet our standards and will notify you whether you are authorized to use such item(s) or purchase from such supplier, but we are not required to approve any particular item(s) or supplier. We are not required to permit you to contract with alternative suppliers, even if they meet our criteria. When reviewing an item or supplier, we consider various factors, including, but not limited to, pricing, quality, consistency, efficiency, effectiveness, control of and protection of proprietary information, ability to service the entire franchise system, data security, credit worthiness, and solvency. We also have the right to revoke, in our sole discretion, the approval of any item or supplier that fails to continue to meet our standards. At our request, you must pay or reimburse us for our reasonable expenses incurred in the supplier/item approval process (whether or not approval of the supplier is granted). We do not issue our supplier approval standards and specifications to franchisees. If we revoke our approval, we will provide you 60 days' prior written notice of the revocation.

Purchasing Arrangements

We are not obligated to negotiate with any suppliers for our franchisees' benefit. If we choose to do so, we cannot guarantee the outcome of any negotiations including any price terms. We do not provide material benefits to franchisees based upon their use of designated or approved suppliers. We or our affiliates may receive payments from any supplier on account of its dealings with you and other franchisees. There are currently no purchasing or distribution cooperatives for the system.

We estimate that your total initial required purchases from us, our affiliates, or approved suppliers will be less than 3% of the cost of your initial investment. We estimate your required purchases for the operation

of your Franchised Business from us, our affiliates, or approved suppliers will be 50% or more of your annual purchases or leases.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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 in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Not applicable	Items 1, 7, and 11
b. Pre-opening purchases/leases	Not applicable	Items 7, 8, and 11
c. Site development and other pre-opening requirements	Not applicable	Items 7, 8, and 11
d. Initial and ongoing training	Section 5.D.	Items 6, 7, and 11
e. Opening	Not applicable	Items 7 and 11
f. Fees	Sections 3, 4, 5, 9, 10, 11, 12, and 14.	Items 5 and 6
g. Compliance with standards and policies/manuals	Section 5.	Items 8 and 11
h. Trademarks and proprietary information	Sections 7.A. and 8.	Items 11, 13, and 14
i. Restrictions on products/services offered	Sections 1. and 5.	Items 8 and 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	Sections 5.E. and 5.F.	Items 12 and 16
1. Ongoing product/service purchases	Sections 5.B. and 5.C.	Items 6, 8, and 11
m. Maintenance, appearance, and remodeling requirements	Not applicable	Not applicable
n. Insurance	Section 12.	Items 7 and 8
o. Advertising	Sections 5.E., 5.F., 8.D., and 8.F.	Items 8 and 11
p. Indemnification	Sections 12.B. and 12.C.	Item 6
q. Owner's participation/ management/ staffing	Section 5.E.	Item 15
r. Records and reports	Sections 5.E.(2) and 5.R.	Not applicable
s. Inspections and audits	Section 5.W(5)	Not applicable

Obligation	Section in Agreement	Disclosure Document Item
t. Transfer	Section 9.	Items 6 and 17
u. Renewal or extension of rights	Section 2.	Item 17
v. Post-termination obligations	Sections 7. and 11.	Item 17
w. Noncompetition covenants	Section 7.	Item 17
x. Dispute resolution	Section 14.	Item 17
y. Other (guaranty)	Section 5.K.(3) and Attachment C	Item 15

ITEM 10. FINANCING

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

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

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

Pre-Opening Obligations: after you sign your Franchise Agreement and before you open the Franchised Business, we or our designee will:

1. Provide initial training to you. (Franchise Agreement, Sections 5.D. and 6.E.)

2. Provide you access to our Franchise Brand Standards Manual. (Franchise Agreement, Section 6.A.)

3. Provide you ongoing advice and written materials regarding the operations and management of your Franchised Business. (Franchise Agreement, Section 6.C.)

4. Give you a list of any approved or designated suppliers and other written specifications for required or recommended goods and services. Other than providing you with the software described below, we do not provide or deliver any of the items you need for operations. (Franchise Agreement, Section 6.D.)

Continuing Obligations: During the operation of your Franchised Business, we or our designee will:

1. Provide you access to our Franchise Brand Standards Manual. (Franchise Agreement, Section 6.A.)

2. Provide you ongoing advice and written materials regarding the operations and management of your Franchised Business, including advice regarding operational challenges you may face. We have created guidelines for client relationship management, sales order and commission management, and Publication production management to assist as you administer the Franchised Business. (Franchise Agreement, Section 6.C.)

3. Provide you a list of any approved or designated suppliers and other written specifications for required or recommended goods and services. (Franchise Agreement, Section 6.D.)

4. We and/or our affiliate reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the publishing and advertising rates you communicate to potential advertisers. Currently, except for the digital Extended Reach advertising services which we require you to price within a range, you are free to set the prices for the advertisements you sell.

5. As discussed below, we may provide some limited training to your employees, contractors, or representatives but we do not assist in the hiring process.

Optional Services by Franchisor Pre-Opening or Post-Opening:

1. At our option, we may make available to you, for a fee, software developed by us, our affiliates, or a designated third party for the Franchised Business. We are not required to develop or acquire such software programs. These software programs assist with client relationship management, sales order and commission management, and Publication production management. (Franchise Agreement, Section 6.B.)

2. We may, in our discretion, provide you additional or remedial training. If you require or request a level of assistance greater than what we provide to other franchisees, we have the right to charge you our then-current additional training fee plus expenses. (Franchise Agreement, Sections 5.D. and 6.E.)

3. In our discretion, we may maintain an Online Presence (defined below) that provides information about the BELOCAL brand, The N2 Company publications, and/or the Franchised Business. (Franchise Agreement, Section 8.D.)

4. In our discretion, we may make available to you through our affiliate, optional services for your Franchised Business. We may assess a fee for these services. We have the right to add, delete, and modify the optional services we or our designee may make available to you. Currently the optional services include content development, advertising strategy, advertisement material creation, client relationship management, client communication, administrative services, and other business strategy training.

5. In our discretion, we may make available to you any updates and improvements to the System (such as changes to the products and services you may sell or recommendations for operating efficiency) as we make them available to franchisees generally.

Typical Length of Time Before You Open Your Franchised Business

The typical length of time between signing the Franchise Agreement and operating your Franchised Business varies depending on various factors (including your ability to meet local requirements, arrange for training, and set up or acquire your Office), but it generally ranges from 7-45 days. The average time between signing the Franchise Agreement and publishing the first issue of the Publication is between 4 to 7 months. The factors that may affect your opening timeline include the amount of time and effort you commit to the site selection process; whether this is your first, second, or subsequent franchise or publication; market conditions, including economic conditions and market saturation; your ability to obtain a lease, license, or other agreement; your credit and personal financials; and licensing requirements. If your existing market is performing poorly through no fault of yours, we may, but are under no obligation to, offer or approve opportunities for you to enter a new market. Delays or a lack of effort by you or your contractors will increase these time periods. If you change your employment, business or financial status before the opening of your Franchised Business, you do so at your own risk. Any and all such changes should be made only as a result of careful thought and advanced planning after obtaining advice from appropriate professional advisors. We have performance requirements you must meet prior to the first

printing of the Publication. Failure to meet these requirements can result in termination of the Franchise Agreement.

Office

You will operate your Office out of a facility you choose, and you may use your home as your Office. We do not provide site selection assistance, negotiation assistance, or approve your Office location. We do not own or lease Offices to franchisees. Nevertheless, your Office must be within 50 miles of the perimeter of your Territory unless we grant you a variance. You are solely responsible for selecting your Office, constructing, remodeling, or decorating it, and conforming the Office to local ordinances and building codes. Many franchisees operate from Offices at their homes, meaning the additional work to construct, remodel, decorate, or conform the Office to local code is unnecessary.

Advertising

You are not required to participate in any national, regional, or local advertising programs we manage or in any local or regional advertising cooperatives. You are not required to participate in an advertising fund. We do not have an advertising council.

We are not required to spend any money to advertise your Franchised Business, the Publication, or the BELOCAL brand generally. We are not required to spend any money for advertising in your Territory. If we choose to conduct any advertising related to the Franchised Business, the Publication, or the BELOCAL brand generally, we may use any media we choose, any source we choose (an in-house team, or local, regional, or national companies) and have total discretion to select the coverage (local, regional, or national).

You must obtain our prior approval for all advertising and promotional plans and materials that you desire to use to promote your Franchised Business and that we have not prepared or previously approved. You may only use advertising materials that you create, or have created for you, if we determine that these materials and the proposed use of these materials meet our standards. We reserve the right to disapprove at any time any plans and materials we have previously approved, and you must promptly discontinue using any promotional or advertising plans or materials upon notice from us to do so.

Online Presences

We may maintain a website in order to promote the Marks, the publications, or any or all of the Franchised Businesses. We may also develop and maintain any other type of online, internet, virtual, or digital presence (each an "Online Presence") as we see fit. We have the right to control these Online Presences and use or discontinue any of them in our discretion. An Online Presence includes but is not limited to (1) the website, other webpages, URLs, or domain names; (2) accounts, pages, handles, or profiles on social media sites; social networking sites; news sites and groups; online, internet, or digital directories; video, photography, audio, podcast, and messaging services; blogs; or forums; (3) e-commerce sites or accounts; (4) digital or online advertising and marketing content and services; (5) mobile applications; (6) virtual reality platforms; or (7) any identifiers of an Online Presence; (8) business profile pages accessible online; or (9) a presence on any other type of online, internet, virtual, or digital tool, good, or service that may be developed.

We have the right to require you to obtain our consent to create or operate Online Presences that are related to us, the System, the Marks, any publication, or your Franchised Business. For any Online Presence you are permitted (by express consent or by general policy) to create and operate, we reserve the right to be exercised at our option to have the Online Presence directly owned or controlled by us during the term of the Franchise Agreement or to require it to be transferred to us after the expiration or termination of the Franchise Agreement. Similarly, you must provide us, on request, with credentials and login information to any such Online Presence. Your use of any Online Presence must comply with the policies in the

Franchise Brand Standards Manual and other brand guidelines. We can revoke your permission to use any Online Presence at any time.

Typically, the types of Online Presences we will permit you to create and operate are social media sites for the Publication. Failure to comply with any social media policies we may establish may be a default under the Franchise Agreement. You must grant us administrative access to each of the social media sites you use, however, we do not regularly monitor or control the content of these social media sites, including the content you post.

Computer Requirements

You must have a working phone and maintain a personal computer or tablet at your Office that is capable of accessing the Internet. You must maintain a high-speed Internet connection (with email capability). We estimate that the cost to acquire these items is $0 to $3,200, depending on whether or not you have to purchase these items or you already have them. We estimate that the annual cost for any optional or required maintenance, updating, upgrading, or support contracts for these items will be $0 to $700.

We will provide you with sales order and commission management software and publication production management software to assist you in the operations of your Franchised Business. We have the right to charge you for this software, but do not currently assess any fee related to your use of such software. If we provide you one or more email addresses containing the name or any part of the name of any N2 publication or any of the Marks or any part of the Marks, then you must use such email address(es), as applicable, when conducting your Franchised Business and as directed in the Franchise Brand Standards Manual. You must not use such email address(es) when conducting personal or any other business not directly connected to the Franchised Business.

You must acquire and use any other computer (including tablets) hardware, cloud systems, artificial intelligence tools, and software for the operation of the Franchised Business that we require, including any enhancements, additions, substitutions, modifications, upgrades, and specific models or versions ("Technology"). We may also require you to license from us, or others we designate, any computer software we develop or acquire for use in connection with the Franchised Business and pay any associated fees. There is no contractual limitation on the frequency or cost of these obligations. If we provide you with any Technology or require you to use specific cloud systems or software, we reserve the right to maintain complete access, at all times, to such Technology or your accounts with cloud systems and software, and you must provide us all passwords and other login credentials associated with the foregoing at our request. Otherwise, we do not have independent access to your personal computer or the information generated or stored on your computer and do not have a contractual right to access it. The types of data generated and stored on the required Technology include advertiser information, advertising content, Publication production management information, personnel information, operations information, financial information, and sales order and commission management information.

Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your Technology, and there are currently no optional or required maintenance/ upgrade contracts for the Technology.

We own all client lists and all other information you collect during the term of your Franchise Agreement. You must not sell, transfer, or use this data for any purpose other than operating your Franchised Business. We recommend that you back up your data locally, which may require you to purchase a "back-up" subscription service. We are not responsible under any circumstances for any malfunction or "crash" of the Technology we require, recommend, provide, or approve, including for any Franchised Business data lost as a result of any such malfunction or "crash."

Despite the fact that you must buy, use, and maintain the Technology according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Technology; (2) the manner in which your Technology interfaces with our and any third party's technology; and (3) any and all consequences if the Technology is not properly operated, maintained, and upgraded.

Confidential Franchise Brand Standards Manual and Other Information

After you sign the Franchise Agreement and before you begin initial training, you will be given online access to certain confidential information. We will provide you with online access to all of our Franchise Brand Standards Manual and other confidential information we deem necessary after you successfully complete training. The Franchise Brand Standards Manual and other confidential information may be provided through electronic means only. A copy of the table of contents of the Franchise Brand Standards Manual is attached as Exhibit E. We consider the contents of the Franchise Brand Standards Manual to be proprietary, and you must treat the Franchise Brand Standards Manual and its contents as confidential. Our Franchise Brand Standards Manual has a total of 67 pages.

Training

You must attend and satisfactorily complete, as we determine, our initial franchise training program within the first 60 days after signing the Franchise Agreement. You cannot begin operating your Franchised Business until you have satisfactorily completed such franchise training. We provide the initial franchise training program at no additional charge. You have the option to receive the training virtually or in-person at our designated training location. You are responsible for any costs you incur in connection with your participation in the training.

Our training is provided by qualified members of our staff, none of whom have less than 5 years of experience in the publishing industry. We may also draw upon the experience of other franchisees or training professionals. In no case would these other franchisees or training professionals have less than 12 months of experience in the publishing industry or as our franchisees or employees.

Our initial franchise training program is offered as needed during the year depending on the number of new franchisees. Initial training generally requires 19 hours. The subjects covered and other information relevant to our initial franchise training program are described below.

TRAINING PROGRAM (1)

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction	2.5	0.5	Via Live Webinar or designated training location
Sales & Marketing	7	2.5	Via Live Webinar or designated training location
Content	0	2.5	Via Live Webinar or designated training location
Walk-Ins	0.75	1	Varies (2)
Phone Calls	1	2.5	Varies (2)
Admin	0.75	0.5	
Total	12	9.5	

Notes:

(1) The materials used in our training program include our Franchise Brand Standards Manual and other handouts. Our initial training program is subject to change without notice to reflect updates in the materials, methods, and manuals as well as changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the trainees.

(2) You must participate in 8 hours of virtual field training after the completion of the classroom segment of initial training.

Upon conclusion of the initial franchise training program, we will provide teleconference and online self-guided training materials to support you during your ramp-up to print and launch period.

We may require you to periodically attend additional training programs and seminars, which will be conducted at various locations we designate, or which may be conducted virtually, and which may be conducted by third parties. We have the sole discretion to make available additional training in response to your request but have no obligation to do so. We and such other third parties have the right to charge a reasonable fee for these additional training programs and seminars. The fees that we charge will be based on our costs and/or the fees charged by such third parties. The duration of additional training programs will vary based upon the subject matter and content of the programs. You must pay all expenses you or your personnel incur in any training program or seminar, including the cost of travel, lodging, meals, and wages. If you will not be involved in the day-to-day operations of the Franchised Business and instead hire a manager to do so, both you and the manager must successfully complete the initial training program.

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ITEM 12. TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from businesses owned by us or our affiliates, or from other channels of distribution or competitive brands that we control.

When you sign the Franchise Agreement, we will grant you the non-exclusive right and license to establish and operate the Franchised Business. You will be granted a non-exclusive geographic area ("Territory") described in Attachment B to the Franchise Agreement, within which you have the right to distribute the Publication. We do not allow you to relocate your Territory. You will not have the right to distribute the Publication to any person, community, or industry group outside of your Territory. You have the right to sell and offer to sell print advertising and digital advertising services to clients located both inside and outside of your Territory, but only in accordance with our then-current digital advertising policies, cross-selling policies and Franchise Brand Standards Manual. We also have the right to allow other franchisees or affiliates to offer and sell advertising in all forms to clients located in your Territory.

Your Territory will be defined by geographic boundaries or descriptions we select. We do not grant any minimum territory. The actual size of the Territory will vary depending upon the availability of markets, our long-range plans, your financial and operational resources, and market conditions. A written description of the Territory will be inserted in Attachment B to the Franchise Agreement before you sign the Franchise Agreement. The boundaries used to define the Territory will be geographic boundaries as configured on the effective date of the Franchise Agreement, which may be described as certain neighborhoods, subdivisions, or communities, or a specific home count in an area, as determined by us. We have the sole discretion to change your Territory, including its size, shape, boundaries, and population, upon ninety (90) days' notice to you.

We divide each calendar year into four periods of three months each, and we call these periods "Quarters." You must produce and maintain the Publication in accordance with our publication-quality and production standards, which we establish and maintain in the Franchise Brand Standards Manual. These standards relate to the quality, format, and content of the Publication and may include, without limitation, a minimum page count, a minimum Ad-to-Content Ratio (expressed as a ratio of the total number of advertising pages in the Publication divided by the total number of pages in the Publication) corresponding to the applicable phase of your Publication, minimum content requirements (such as a minimum number of neighborhood-specific articles each month), and similar publication-quality standards. The Franchise Brand Standards Manual sets forth the current publication-quality standards applicable to the Publication, and we may add to, modify, or update those standards from time to time to the extent permitted by the Franchise Agreement.

In addition to, and separate from, the publication-quality standards described above, we may establish, modify, and enforce performance standards applicable to you and the operation of the Franchised Business. These performance standards may include, without limitation, a minimum monthly Commission, a minimum number of Qualified Sales per Quarter, and other minimum sales, revenue, or operational performance metrics. We may, during the term of the Franchise Agreement and to the extent permitted by the Franchise Agreement, establish additional performance standards and change the minimum monthly Commission, the minimum number of Qualified Sales per Quarter, and any other performance requirement.

If you fail to satisfy any applicable publication-quality standard or performance standard, we may provide you with a business improvement plan ("Business Improvement Plan") with strategies and metrics for returning to compliance. In addition, you will have various deadlines for the content, review, publishing, approval, and similar matters relating to the Publication, and you must meet each deadline. Failure to satisfy any of these requirements is a default under the Franchise Agreement and is grounds for termination of the Franchise Agreement.

We also require you to make a minimum number of Qualified Sales in the first sixteen weeks of your operation of the Franchised Business ("Pre-Print Sales Requirement"). Although subject to change, the current Pre-Print Sales Requirement is that you make at least ten Qualified Sales in the first sixteen weeks of your operation of the Franchised Business. If you fail to satisfy the Pre-Print Sales Requirement, we may provide you with a Business Improvement Plan with metrics and strategies for you to improve your sale of advertising contracts. Failure to successfully complete any Business Improvement Plan is a default under the Franchise Agreement and is grounds for termination of the Franchise Agreement.

Currently, you must include five Staple articles, two Explore Guides, two Points of View articles, one History article, one Hidden Gem article, and twenty Local Tips articles in each issue of the Publication. Staple articles typically feature information for those who recently moved to the area. Explore Guides feature guides to the city's top offerings, while Point of View articles typically feature information about individuals or groups that live in the surrounding area. History articles feature significant buildings, parks, or other landmarks in the area, and a Hidden Gem article typically features local, under-the radar hot spots. Local Tips articles typically include testimonials from residents about must-see events and places around town.

The Franchise Agreement provides you with the right to sell print advertising for print publications. You will also have the right to sell digital advertising services and to organize local events. Currently the only digital advertising services you are authorized to sell are the Extended Reach services. You may not market or sell any services outside your Territory, except print advertisements for inclusion in the Publication or the publications managed by others and digital advertising services, subject to our cross-selling policies and digital advertising policies, without our prior written consent. You have no right to sell goods or any other services through any other channel of distribution – whether inside or outside of your Territory. You may not organize events held more than 25 miles from your Territory without obtaining our prior written consent. We have the right to restrict you from offering or selling advertisements of any kind to any client or prospective client at any time.

Additionally, we, our affiliates, and any other authorized person or entity will have the right, among others, (i) to develop and establish other business systems (including systems that distribute products or services similar to those offered by the Franchised Business) using the Marks, or other names or marks, and to grant licenses to use those systems at any location without providing any rights to you; (ii) to advertise and promote any business of The N2 Company or any N2 Franchising, Inc. franchised business anywhere; (iii) to operate, and license others to operate, any business of The N2 Company or any N2 Franchising, Inc. franchised business or any publishing business of any of our affiliates anywhere, including locations that are inside, adjacent to, or surrounded by your Territory; and (iv) to engage, directly or indirectly, at wholesale, retail, or otherwise, in the production, distribution, license, and sale of all forms (including electronic forms) of magazines, newsletters, advertising, marketing, graphic and web design, or other services and products, under the Marks, or under other names or marks, without compensation to you, at any location, including in the Territory, through any method of distribution, including, but not limited to, mail order catalogs and the Internet, regardless of the proximity to, or the competitive impact on, the Franchised Business. If we solicit or accept orders from within your Territory, we are under no obligation to compensate you.

Our affiliate, The N2 Company, owns and operates a digital marketing services business under the trademark "N2 Digital" (formerly known and operated as Hyport Digital until January 2026). These services include search engine optimization, search engine marketing, web design, email marketing, social media advertising, mobile and display advertising, and other related digital marketing services. Currently, N2 Digital does not sell print advertising. There are no limitations on where N2 Digital can solicit and sell its goods and services and N2 Digital may sell its goods and services in your Territory and to the clients who purchase print advertisements in the Publication. The N2 Company shares our principal place of

business and has no plan to implement separate offices or training facilities for the N2 Digital business. We do not operate any N2 Digital businesses.

If you choose to, you may solicit leads for N2 Digital as part of your Franchised Business and receive a commission on referrals. You will also have the opportunity to facilitate the client relationships between such leads and N2 Digital and receive a commission associated with such relationship management services. There are no restrictions on where you may solicit leads for N2 Digital or restrictions on the location of the clients for which you facilitate the relationship with N2 Digital. Your opportunity to solicit leads for and facilitate client relationships with N2 Digital is conditioned on the continuance of the sales program. We may modify and discontinue this program in our sole discretion. We may require you to complete certain training and certifications in order to qualify to facilitate a client's relationship with N2 Digital.

As discussed in detail in Item 1, we offer Neighborhood Publications franchises and RP Businesses under separate disclosure documents, and these businesses operate using substantially similar operating systems as the Franchised Business. Our affiliate, The N2 Company, operates businesses similar to its various franchises but we currently do not. These businesses, among other activities, sell print advertising for publications, organize events, and sell digital advertising services using, as applicable, the STROLL® trademark, the GREET trademark, and the REAL PRODUCERS® trademark, among others. These other publications are targeted at different audiences than a BELOCAL® publication. We do not have a separate office or training facilities established for supporting and training Neighborhood Publications franchises and RP Business franchisees and conduct our operations with respect to these businesses from our principal place of business. The territories and business activities of these other businesses may be inside, adjacent to, and overlap with your Territory. We will informally resolve any conflicts between us, our BELOCAL® franchisees, and our franchisees using other trademarks. If any disputes cannot be resolved informally, they will be resolved as required by the various franchise agreements.

We do not grant franchisees any options, rights of first refusal, or similar rights to acquire franchises for any other territories. Any additional franchised business you are approved to operate must be operated pursuant to a separate franchise agreement.

Your Franchised Business must be operated from an Office that is within a 50-mile radius from the perimeter of your Territory, unless we grant you a variance. The Office may be a home office. You may relocate your Office as long as it is within our distance requirement and you provide us with advance notice. We do not need to approve the location of your Office as long as it is within our distance requirement.

ITEM 13. TRADEMARKS

Our affiliate, The N2 Company, has several Marks which are used with BELOCAL publications or Test Publications. Our affiliate has obtained registrations with the U.S. Patent and Trademark Office ("USPTO") for some of these Marks and has applied for registration for others. The N2 Company intends to renew the registrations and file all appropriate affidavits for these Marks at the appropriate times, as required by law. The N2 Company has filed the required affidavit and renewed the N2 PUBLISHING trademark below.

Mark	Register	Registration Number	Registration Date
THE N2 COMPANY (Word)	Principal	6622946	January 18, 2022
N2 (Word)	Principal	6070773	June 2, 2020

Mark	Register	Registration Number	Registration Date
BELOCAL (Word)	Principal	5033119	August 30, 2016
	Principal	4095430	February 7, 2012
N2 DIGITAL (Word)	Principal	5771330	June 4, 2019
MEDICAL PROFESSIONALS (Word)	Supplemental	5515824	July 10, 2018
UNIQUELY YOU!	Principal	7807908	May 27, 2025
	Principal	7856280	July 8, 2025

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

Mark	Register	Serial Number	Application Date
Salute	No application has been made to the USPTO.		
PUB HERO (Word)	Principal	99765796	April 15, 2026
	Principal	99765858	April 15, 2026

There is no presently effective determination of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding, nor any pending material litigation involving any Mark which is relevant to its ownership, use or licensing.

We know of no superior prior rights or infringing use that could materially affect your use of the Marks, and we know of no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

Our rights to the Marks and the proprietary System know-how are derived from a non-exclusive, perpetual license ("Intercompany License") between us and The N2 Company. The Intercompany License grants us the right to use the Marks and the proprietary information related to the System, such as the know-how and the Franchise Brand Standards Manual, for the purpose of licensing them to our franchisees and fulfilling

our obligations under the Franchise Agreement. The Intercompany License is perpetual and terminable only for material breach of the Intercompany License agreement and only if we do not cure or begin to cure such breach within 90 days after notice. We and The N2 Company may also mutually agree to modify the terms of the Intercompany License. Termination of the Intercompany License will not change the effectiveness of any Franchise Agreement as long as you are not in default under such Franchise Agreement. We know of no other agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to you.

We are not obligated to protect your rights to use the Marks or to protect you against claims of infringement or unfair competition. We are not obligated to participate in your defense or to indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the Marks.

You must immediately notify us of any infringement of the Marks or of any challenge to the use of any of the Marks or claim by any person of any rights in any of the Marks. You and your Principals must agree not to communicate with any person other than us, any designated affiliate, and our or their counsel about any infringement, challenge, or claim of this type. We or our affiliates have sole discretion (but not the obligation) to take any action we deem appropriate and the right to exclusively control any litigation, or Patent and Trademark Office (or other) proceeding, arising out of any alleged infringement, challenge, or claim concerning any of the Marks. You must execute all instruments and documents and give us any assistance that, in our counsel's opinion, may be necessary or advisable to protect and maintain our interests or those of our affiliates in any litigation or proceeding of this type or to otherwise protect and maintain our or their interest in the Marks.

You may not use any of the Marks as part of your corporate or other name or as part of a domain name. You must also follow our instructions for identifying yourself as a franchisee and for filing and maintaining the requisite trade name or fictitious name registrations. You must execute any documents we or our counsel determine are necessary to obtain protection for the Marks or to maintain their continued validity and enforceability. Neither you nor your Principal(s) may take any action that would prejudice or interfere with the validity of our rights with respect to the Marks, nor may you or your Principal(s) contest the validity of our interest in the Marks or assist others to do so.

We have the right to substitute different trade names, service marks, trademarks, and indicia of origin for the Marks if the Marks can no longer be used, or if we determine, in our sole discretion, that the substitution will be beneficial to the System. If we pursue any such substitution, we may require you to discontinue or modify your use of any Mark or use one or more additional or substitute Marks at your expense.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents and do not have any pending patent applications that are material to the Franchised Business. We and/or our affiliate do claim copyright protection and proprietary rights in the original materials used in the System, including our Franchise Brand Standards Manual, the design elements of the Marks, bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, the content and design of any Online Presence, the content and design of all of our affiliate's publications (including but not limited to BELOCAL publications), other written materials relating to the operation of the Franchised Business and the System, and any other works of authorship owned by us or our affiliate fixed in a tangible medium of expression ("Copyrighted Materials"). We may change the Copyrighted Materials at any time. If we do, you must use the then-current Copyrighted Materials, and you must discontinue, as we require, the use of Copyrighted Materials.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or

license our copyrights. We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the Copyrighted Materials or to defend or indemnify you for claims relating to the Copyrighted Materials. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of any of our copyrights.

You must immediately notify us of any infringement of the Copyrighted Materials or of any challenge to your use of any of the Copyrighted Materials or claim by any person of any rights in any of the Copyrighted Materials. You and your Principals must agree not to communicate with any person other than us, any designated affiliate, and our or their counsel about any infringement, challenge, or claim of this type. We or our affiliates have sole discretion (but not the obligation) to take any action we deem appropriate and the right to exclusively control any litigation, or U.S. Copyright Office (or other) proceeding, arising out of any alleged infringement, challenge, or claim concerning any of the Copyrighted Materials. You must execute all instruments and documents and give us any assistance that, in our counsel's opinion, may be necessary or advisable to protect and maintain our interests or those of our affiliates in any litigation or proceeding of this type or to otherwise protect and maintain our or their interests in the Copyrighted Materials. We and our affiliates may, in our sole discretion, modify or discontinue use of the Copyrighted Materials or other confidential information and/or use other information and/or rights in their place. If we decide to modify or discontinue use of any of the Copyrighted Materials or other confidential information for any reason, you must do the same, at your expense.

We treat all Copyrighted Materials as trade secrets, and you must treat all Copyrighted Materials we communicate to you confidentially. Other confidential information includes, without limitation, research, plans, products, services, customer lists, supplier information, advertisers, business plans, marketing data and materials, software, electronic code, forms, processes, methods of operation, strategic information, financial information, manuals, and other business information. You and your Principals must agree not to distribute or use our confidential information for the benefit of anyone else during and after the term of the Franchise Agreement. You and your Principals must also agree to immediately cease using any of our confidential information upon termination, expiration, or transfer of the Franchise Agreement. You and your Principals can give this confidential information only to your employees, contractors, and representatives who need it to operate your Franchised Business.

If you, your staff, or your Principals develop any new concept, process, or improvement in the operation or promotion of your Franchised Business, you must promptly notify us and give us all necessary information about such new process or improvement, without compensation. You, your staff, and your Principals agree that any of these concepts, processes, or improvements will become our property, and we may use or disclose them to other franchisees, as we determine appropriate.

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

We encourage but do not require an Owner to personally supervise the Franchised Business. We prefer to select franchisees who favor and appear committed to a "hands on" and well-informed approach to the business. The Franchised Business must be directly supervised and managed by a person, identified to us and accepted by us, who has both passed a background check and successfully completed our training program or for whom, based on his or her experience, we have waived this requirement. If an Owner is not willing to be the full-time operator of the Franchised Business, then you will be required to hire a manager acceptable to and approved by us, and any such manager(s) must successfully complete our training program and execute a confidentiality and non-solicitation agreement similar to the one that the Owners will execute. We do not require that your managers have any equity in the franchisee entity or receive any percentage of your Commissions. We strongly recommend that you devote a substantial amount of time to the Franchised Business, whether or not you hire a manager. Franchisees who do not devote their full time

and efforts to the establishment and operation of the Franchised Business may generate lower advertising revenue and Commissions and lesser recognition in their areas than those franchisees who do devote their full efforts to the business.

We require all Principals to sign a Principals' Undertaking (attached to the Franchise Agreement as Attachment C), binding themselves individually to certain provisions of the Franchise Agreement, including the covenants against competition (Owners only) and solicitation and those restricting use of the Marks and disclosure of confidential information, restrictions on transfer, and dispute resolution procedures. The Principals must also guaranty amounts owed by the franchisee to us or our affiliates. We do not require an Owner's spouse to sign the Principals' Undertaking or otherwise personally guaranty the performance of the Franchise Agreement. At our request, you must have any other personnel who will have access to our confidential information, but whom we do not designate as a Principal, sign the Confidentiality Agreement and Ancillary Covenants Not to Solicit agreement attached to the Franchise Agreement as Attachment D-2. We have the right, in our sole discretion, to decrease the period of time or geographic scope of the covenants or eliminate the covenants altogether for any person who signs the Principals' Undertaking, the Confidentiality Agreement and Ancillary Covenants Not to Compete, or the Confidentiality Agreement and Ancillary Covenants Not to Solicit agreements. Under no circumstances, however, will we control the forms of employment agreements you use with your Independent Staff (as defined in the Franchise Agreement) or otherwise be responsible for your labor relations or employment practices.

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ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all of the services and products that we require and only the services and products which we authorize for the System. You must not sell, offer to sell, or provide through the Franchised Business or otherwise any services and products that have not been approved by us in writing, and you must discontinue any services or products that we disapprove. There are no contractual limits on our right to make changes to the types of services and/or products that you must sell or are permitted to sell. We and/or our affiliate reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the publishing and advertising rates you communicate to potential advertisers.

All products and services contracts and advertising and publishing contracts with advertisers, recipients of the Publication, or other parties are with us or our affiliate, not with you. You may not enter into advertising or publishing contracts on our or our affiliate's behalf, and we or our affiliate(s) are the party to any advertising or publishing contract, not you.

The Franchise Agreement provides you with the right to sell print advertising for print publications. You will also have the right to sell digital advertising services and to organize local events. Currently the only digital advertising services you are authorized to sell are the Extended Reach services. You will not have the right to distribute the Publication to any person, community, or industry group outside of your Territory. You may not market or sell any services outside your Territory, except print advertisements for inclusion in the Publication or the publications managed by others and digital advertising services, subject to our cross-selling policies and digital advertising policies, without our prior written consent. You have no right to sell goods and services through any other channel of distribution – whether inside or outside of your Territory. You may not organize events held more than 25 miles from your Territory without obtaining our prior written consent. We have the right to restrict you from offering or selling advertisements of any kind to any client or prospective client at any time. We also have the right to allow other franchisees or affiliates to offer and sell advertising in any form to clients located in your Territory.

We and our affiliates retain all rights to offer and sell – and to grant others with the license to offer and sell – digital marketing services and advertisements and to operate digital publications. We also retain the rights to require you to sell packages of advertising goods and services to clients, which may include digital components. We have the right to change or rescind this policy for any reason, and at any time, in our sole discretion. We currently permit you to sell Extended Reach services to print advertisers.

You must participate in any Corporate Ad programs or other programs we require generally for Franchised Businesses. If you are permitted to call on Strategic Partners in your Territory and attempt to sell advertising to them for the Publication, you must strictly comply with all of our requirements relating to these relationships, including honoring any pricing arrangement agreed to between us and each such Strategic Partner.

If you choose to, you may solicit leads for N2 Digital as part of your Franchised Business and receive a commission on referrals. You will also have the opportunity to facilitate the client relationships between such leads and N2 Digital and receive a commission associated with such relationship management services. There are no restrictions on where you may solicit leads for N2 Digital or restrictions on the location of the clients for which you facilitate the relationship. Your opportunity to solicit leads for and facilitate client relationships with N2 Digital is conditioned on the continuance of the sales program. We may modify and discontinue this program in our sole discretion. We may require you to complete certain training and certifications in order to qualify to facilitate a client's relationship with N2 Digital.

You cannot establish, maintain, operate, or participate in any Online Presence relating to the Franchised Business (other than our Online Presence) without our prior written approval, which we can revoke any time an Online Presence fails to continue to meet our standards. We have the right to own all Online Presences related to the Franchised Business and the Marks. We have the right to require you to provide us with control over or access to any such Online Presences at any time, and to prohibit your use or access to such Online Presences upon your default under or any termination of the Franchise Agreement. You must transfer to us any Online Presence (including accounts, credentials, and login information) at any time we require during the term or following the termination of the Franchise Agreement.

If we provide you one or more email addresses containing the name or any part of the name of any N2 publication or any of the Marks, then you must use such email addresses, as applicable, when conducting your Franchised Business and as directed in the Franchise Brand Standards Manual. You must not use such email addresses when conducting personal or any other business not directly connected to the Franchised Business.

ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this disclosure document.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.A.	Three-year initial term
b. Renewal or extension of the term	Section 2.B.	No right to renew

Provision	Section in Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Not applicable	Not applicable
d. Termination by franchisee	Section 10.E.	You have a limited right to terminate the Franchise Agreement for any reason or no reason. You must provide us written notice on or before the earlier of: (1) nine months following the effective date of the Franchise Agreement or (2) the date of the first issuance of the Publication. You do not have the right to terminate the Franchise Agreement after the earlier of those dates. The provisions regarding termination are subject to state law. You must comply with certain wind-down, termination, and post-termination obligations.
e. Termination by franchisor without cause	Section 10.E.	We have the limited right to terminate the Franchise Agreement for any reason or no reason. We must provide you written notice on or before the earlier of: (1) nine months following the effective date of the Franchise Agreement or (2) the date of the first issuance of the Publication. The provisions regarding termination are subject to state law. You must comply with certain wind-down and post-termination obligations.
f. Termination by franchisor with "cause"	Section 10.	We may terminate because of your default(s).
g. "Cause" defined - curable defaults	Section 10.D.	If you do not cure the following defaults within the cure periods we establish, we will have the right to terminate: failure to meet content, review, approval, processing, and other publication deadlines; failure to operate the Franchised Business in accordance with our standards; failure to maintain content that satisfies our standards; failure to timely submit content or failure to submit sufficient content; failure to return any Returnable Commissions due to us; failure to pay any fee or amount when due to a supplier or creditor; failure to pay your Independent Staff in accordance with law; failure to interact professionally with clients and leads of N2 Digital or failure to comply with policy and requirements for N2 Digital leads, clients, goods, services, and trademarks; failure to interact professionally with other franchisees, advertisers, clients, or members of Communities or Industry Groups; other non-compliance; repeated complaints

Provision	Section in Franchise Agreement	Summary
		about the Franchised Business, Franchisee, or any Principal. Franchisor has a step-in right upon default.
h. "Cause" defined – non-curable defaults	Sections 10.B. and 10.C.	Insolvency; general assignment for benefit of creditors; filing of voluntary bankruptcy; filing of involuntary bankruptcy not dismissed within 60 days; admission of inability to pay debts; adjudicated bankrupt or insolvent; receivership; final judgment remains unsatisfied for 30 days or more; dissolution; execution of levy or sale after levy; abandonment or cessation of Franchised Business; unauthorized transfer; failure to comply with restrictions on use of Copyrighted Materials and confidential information; failure to comply with covenants; misuse of the Systems or Marks; material misrepresentations or breaches of representations and warranties; whether before or after the date of the Franchise Agreement, you or a Principal has been charged with, convicted of, or pleads nolo contendere to a felony or other offense, is subject to a judgment default, lien, bankruptcy or similar occurrence, become known to be of bad moral character, disparage our reputation, or fail to conduct yourself or itself with high standards; the royalty, total publication expenses, and other expenses for each publication for which you are responsible exceed the total revenue actually received by us or our affiliate under the advertising contracts for each publication for which you are responsible in any single calendar-month period; you or your affiliates are in default of any other agreement with us or any of our affiliates and you do not cure such default; you or your Principals have a second default, whether or not such defaults are of the same or different nature and whether or not they have been cured; underreporting of sales; accepting payments directly from advertisers or making payments on their behalf; beginning operations without receive authorization; operating under any unauthorized trademark; default of your obligations with respect to intellectual property; failure to meet requirements for deadlines or minimum pages two or more times in a certain period; actions that impair

Provision	Section in Franchise Agreement	Summary
		the value or goodwill of the Publication, any other publication, the System, or the Marks; we discontinue more than one publication for which you are responsible during a six-month period; you, or any of your Owners or Principals, breaches the related-party ownership covenant in the Franchise Agreement; you fail to satisfy the Pre-Print Sales Requirement (if applicable), minimum monthly Commission requirement (if applicable), minimum page count requirement (if applicable), minimum topic-specific articles count (if applicable), or Quarterly Qualified Sales requirement (if applicable), and subsequently fail to successfully complete the corresponding Business Improvement Plan; you, or any of your Principals or Independent Staff, (i) accesses without authorization any of the IT Systems (as defined in the Franchise Agreement), (ii) uses the IT Systems in excess of or outside the scope of any authorization granted by us or our affiliates; (iii) misuses, manipulates, corrupts, or improperly modifies the IT Systems or any data stored therein; or (iv) transfers, copies, or discloses any data from the IT Systems except as expressly permitted under the Franchise Agreement; other defaults that are incapable of being cured. A provision in the Franchise Agreement which terminates the Franchise Agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101. Franchisor has a step-in right upon default.
i. Franchisee's obligations on termination/nonrenewal	Sections 7. and 11.	Comply with wind-down obligations; pay us wind-down damages, if applicable; stop using our Marks, Copyrighted Materials, and confidential information; return the Franchise Brand Standards Manual and Copyrighted Materials; stop operating the Franchised Business and do not represent yourself as a current franchisee; pay amounts due; at our option, assign to us your business directory listings and the Online Presences; grant us control of any Online Presence; comply with our instructions regarding the Technology and Franchised Business Data; comply with confidentiality, non- competition, and non-

Provision	Section in Franchise Agreement	Summary
		solicitation covenants; pay us all costs, damages, and expenses we incur because of your defaults or resulting from or subsequent to the termination of the agreement (including enforcement of provisions).
j. Assignment of contract by franchisor	Section 9.A.	We may transfer our rights without restriction.
k. "Transfer" by franchisee – defined	Section 9.B.	You and your Principals must not transfer any rights or obligations under the Franchise Agreement, any assets of your Franchised Business, or any direct or indirect interest in you except in compliance with the Franchise Agreement. "Transfer" means any issuance, sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary.
l. Franchisor's approval of transfer by franchisee	Section 9.B.	You must notify us with a notice of transfer, and we must give written consent to a transfer by you or your Principals. All transfers must meet certain conditions.
m. Conditions for franchisor approval of transfer	Section 9.B.	Conditions include the following: you must pay all amounts due; not be in default; sign a general release (subject to state law); pay a transfer fee; and remain liable for pre-transfer obligations. Any Transferee must meet our criteria, complete required training, meet our guaranty obligations, make certain representations, and enter into our then-current franchise agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 9.C. and 9.D.	We can match any purchase offer you want to accept for your Franchised Business. Before you obtain an offer from a buyer, you must first offer to us the right to purchase your Franchised Business. If you do so, then we only have a right of first refusal if the terms proposed to another buyer are different than the terms offered to us.
o. Franchisor's option to purchase franchisee's business	Section 9.C. and 9.D.	We can match any purchase offer you want to accept for your Franchised Business. Before you obtain an offer from a buyer, you must first offer to us the right to purchase your Franchised Business. If you do so, then we only have a right of first refusal if the terms proposed to another buyer are different than the terms offered to us.

Provision	Section in Franchise Agreement	Summary
p. Death or disability of franchisee	Section 9.E.	If the Franchisee or a Principal dies or is disabled, the interest of such Franchisee or Principal must be transferred within six months. Franchisor has a step-in right upon death or disability.
q. Non-competition covenants during the term of the franchise	Section 7.B.-C.	You and your Principals may not have any direct or indirect interest in a competitive business. You are prohibited from soliciting advertisers for competitive purposes.
r. Non-competition covenants after the franchise is terminated or expires	Section 7.D.-E.	For two years after the expiration, termination, or transfer of the Franchise Agreement, you and your Principals may not own, operate, or manage a competitive business; engage in, provide or assist others in providing competitive services; or perform certain activities which would use or disclose confidential information. You are also prohibited from soliciting or attempting to solicit certain advertisers for purposes of selling them competitive services. The activities for a competitive business are prohibited within your territory, the territory of other publication businesses owned by us, our affiliate, or our other franchisees, or within a 10-mile radius of each of those territories.
s. Modification of the agreement	Sections 15.A.	Except for changes we can make unilaterally, all changes require mutual agreement.
t. Integration/merger clause	Section 15.A.	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in this Franchise Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 14.	Disputes must first be mediated. If not resolved through mediation, claims must be arbitrated. There are exceptions for actions we bring for injunctive or other equitable relief or for certain types of claims related to confidential information, restrictive covenants, unpaid fees, or intellectual property.

Provision	Section in Franchise Agreement	Summary
v. Choice of forum	Section 14.	Unless contrary to applicable state law, mediation will be held in the city where we maintain our principal place of business and arbitration will be held at the AAA office nearest to our principal place of business, which is currently Irving, Texas. Unless contrary to applicable state law, venue for any other proceeding is the state or federal district court in which our principal place of business is located, which is currently Irving, Texas. See the State- Specific Addenda attached to this disclosure document. In addition to the provisions noted in this chart, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See the State-Specific Addenda attached to this disclosure document.
w. Choice of law	Section 14.	Unless contrary to applicable state law, the Franchise Agreement is to be interpreted and construed under Texas law, except for Texas choice of law rules, except that any law regulating the offer or sale of franchises, business opportunities, or similar interests, or governing the relationship between you and us will not apply unless its jurisdictional requirements are met independently. See State-Specific Addenda attached to this disclosure document.

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote the 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.

This historical financial performance representation relates to Commission payments we paid from July 1, 2025 through June 30, 2026 ("Reporting Period") to 96 BeLocal Publications that were in print as of June 30, 2026 and that had been in print for a full year ("Reporting Publications") and to 88 franchisees who were active franchisees for the Reporting Period ("Reporting Franchisees"). By "in print," we mean that the publication that had been in print for at least one year under the franchisee's management. By "active franchisee" we mean actively involved in in-print activities for at least one Publication for the entirety of the Reporting Period.

We had a total of 96 BELOCAL publication franchises during the Reporting Period. We excluded the Commission payments made to publications that were not in print for the full year. We do not include information for franchisees who have been operating less than one year because we do not consider that information to be as reliable as information from franchisees who have been in operation for at least one year. We also excluded the Commission payments made to publications that were managed by 4 franchisees whose Commission payments were calculated using a different formula than the rest of our franchisees. We do not include in this disclosure document financial information about Publications managed by our affiliate. We do not include in this disclosure document financial information about our franchisees who operate the 13 Test Publications.

AVERAGE YEARLY COMMISSION PAYMENTS
FOR THE 96 BELOCAL REPORTING PUBLICATIONS

This information provides the overall average yearly Commission payments paid to the 96 Reporting Publications.

The average yearly Commission earned among the top 10% of the Reporting Publications (the 10 highest earning publications out of the 96 Reporting Publications) in the Reporting Period was $144,960.00. Of this group, 4 of the publications (40%) earned Commissions greater than or equal to the group average, and 6 of the publications (60%) earned Commissions less than the group average. The median Commission earned by publications in this group was $138,654.00. The highest Commission earned by a publication in this group was $191,258.00. The lowest Commission earned by a publication in this group was $104,205.00.

The average yearly Commission earned among the bottom 10% of the Reporting Publications (the 10 lowest earning publications out of the 96 Reporting Publications) in the Reporting Period was $21,268.00. Of this group, 4 of the publications (40%) earned Commissions greater than or equal to the group average, and 6 of the publications (60%) earned Commissions less than the group average. The median Commission earned by publications in this group was $22,410.00. The highest Commission earned by a publication in this group was $29,881.00. The lowest Commission earned by a publication in this group was $10,632.00.

AVERAGE YEARLY COMMISSION PAYMENTS BY FRANCHISEE
FOR THE 88 BELOCAL REPORTING FRANCHISEES

This information provides the average yearly Commission payments made to the 88 Reporting Franchisees in the Reporting Period depending on the number of BELOCAL® publications the franchisee managed.

Yearly Commission	One Publication [1]	Two Publications [2]	Four Publications [3]
Avg. for Top 10%	$150,538.00	$206,523.00	$230,076.00

Yearly Commission	One Publication [1]	Two Publications [2]	Four Publications [3]
Median for Top 10%	$147,120.00	$206,523.00	$230,076.00
High/Low in Top 10%	$191,258.00/ $104,205.00	$206,523.00/ $206,523.00	$230,076.00/ $230,076.00
Avg. for Bottom 10%	$22,539.00	$38,470.00	$230,076.00
Median for Bottom 10%	$26,358.00	$38,470.00	$230,076.00
High/Low in Bottom 10%	$30,522.00/ $9,558.00	$38,470.00/ $38,470.00	$230,076.00/ $230,076.00

Note 1: 80 of the Reporting Franchisees managed one publication each. Of the 8 franchisees who performed in the top 10% of these 80 franchisees, 4 franchisees (50%) performed at or above the average, and 4 franchisees (50%) performed below the average. Of the 8 franchisees who performed in the bottom 10% of these 80 franchisees, 4 franchisees (50%) performed at or above the average, and 4 franchisees (50%) performed below the average.

Note 2: 7 of the Reporting Franchisees managed 2 publications each. Of the 7 Reporting Franchisees who managed 2 publications, 1 franchisee performed in the top 10%. Of the 7 Reporting Franchisees who managed 2 publications, 1 franchisee performed in the bottom 10%.

Note 3: 1 Reporting Franchisee managed 4 publications.

No franchisees managed 3 publications.

AVERAGE MONTHLY COMMISSION PAYMENTS FOR THE 96 BELOCAL REPORTING PUBLICATIONS

This information provides the overall average monthly Commission payments paid to the 96 Reporting Publications.

The average monthly Commission earned among the top 10% of the Reporting Publications (the 10 highest earning publications out of the 96 Reporting Publications) in the Reporting Period was $12,080.00. Of this group, 4 of the publications (40%) earned Commissions greater than or equal to the group average, and 6 of the publications (60%) earned Commissions less than the group average. The median Commission earned by publications in this group was $11,554.00. The highest Commission earned by a publication in this group was $15,938.00. The lowest Commission earned by a publication in this group was $8,683.00.

The average monthly Commission earned among the bottom 10% of the Reporting Publications (the 10 lowest earning publications out of the 96 Reporting Publications) in the Reporting Period was $1,772.00. Of this group, 4 of the publications (40%) earned Commissions greater than or equal to the group average, and 6 of the publications (60%) earned Commissions less than the group average. The median Commission earned by publications in this group was $1,867.00. The highest Commission earned by a publication in this group was $2,490.00. The lowest Commission earned by a publication in this group was $886.00.

AVERAGE MONTHLY COMMISSION PAYMENTS BY FRANCHISEE FOR THE 88 BELOCAL REPORTING FRANCHISEES

This information provides the average monthly Commission payments made to the 88 Reporting Franchisees in the Reporting Period depending on the number of BELOCAL® publications the franchisee managed.

Monthly Commission	One Publication [1]	Two Publications [2]	Four Publications [4]
Avg. for Top 10%	$12,544.00	$17,210.00	$19,173.00
Median for Top 10%	$12,260.00	$17,210.00	$19,173.00
High/Low in Top 10%	$15,938.00/ $8,683.00	$17,210.00/ $17,210.00	$19,173.00/ $19,173.00
Avg. for Bottom 10%	$1,878.00	$3,205.00	$19,173.00
Median for Bottom 10%	$2,196.00	$3,205.00	$19,173.00
High/Low in Bottom 10%	$2,543.00/ $796.00	$3,205.00/ $3,205.00	$19,173.00/ $19,173.00

Note 1: 80 of the Reporting Franchisees managed one publication each. Of the 8 franchisees who performed in the top 10% of these 80 franchisees, 4 franchisees (50%) performed at or above the average, and 4 franchisees (50%) performed below the average. Of the 8 franchisees who performed in the bottom 10% of these 80 franchisees, 4 franchisees (50%) performed at or above the average, and 4 franchisees (50%) performed below the average .

Note 2: 5 of the Reporting Franchisees managed 2 publications each. Of the 5 Reporting Franchisees who managed 2 publications, 1 franchisee performed in the top 10%. Of the 5 Reporting Franchisees who managed 2 publications, 1 franchisee performed in the bottom 10%.

Note 3: 1 Reporting Franchisee managed 4 publications.

No franchisees managed 3 publications.

We have not audited or otherwise verified the Commission payments information provided in this Item 19.

You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business. You should use this information to conduct your own analysis of the franchise opportunity in consultation with your financial, business, legal, and tax advisers.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

We have written substantiation in our possession to support the information appearing in this Item 19, and such substantiation will be made available to you on reasonable request.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Matthew Davis at 2093 Philadelphia Pike, #3202, Claymont, Delaware 19703; 844-353-5378, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

BELOCAL

Table No. 1
Systemwide Outlet Summary
For Years 2024 to 2026

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2024	154	133	-21
	2025	133	135	+2
	2026	135	140	+5
Company-Owned	2024	3	10	+7
	2025	10	13	+3
	2026	13	1	-12
Total Outlets	**2024**	**157**	**143**	**-14**
	2025	**143**	**148**	**+5**
	2026	**148**	**141**	**-7**

Notes: All numbers are as of our fiscal year end, which is June 30.

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Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2024 to 2026

State	Year	Number of Transfers
California	2024	0
	2025	1
	2026	0
Florida	2024	1
	2025	1
	2026	0
Nebraska	2024	0
	2025	1
	2026	0
New Hampshire	2024	1
	2025	1
	2026	0
North Carolina	2024	1
	2025	1
	2026	0
Tennessee	2024	0
	2025	1
	2026	0
Washington	2024	1
	2025	0
	2026	0
Totals	**2024**	**4**
	2025	**6**
	2026	**0**

Notes: All numbers are as of our fiscal year end, which is June 30.

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Table No. 3
Status of Franchised Outlets
For Years 2024 to 2026

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2024	1	2	0	0	0	0	3
	2025	3	2	0	0	1	2	2
	2026	2	2	0	0	0	2	2
Arizona	2024	8	1	0	0	0	1	8
	2025	8	2	0	0	0	2	8
	2026	8	2	0	0	0	2	8
Arkansas	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
	2026	0	0	0	0	0	0	0
California	2024	13	6	1	0	0	10	8
	2025	8	7	0	0	0	7	8
	2026	8	4	0	0	0	2	10
Colorado	2024	6	1	0	0	0	0	7
	2025	7	4	0	0	0	2	9
	2026	9	3	0	0	0	4	8
Connecticut	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	2	1
	2026	1	0	0	0	1	0	0
Delaware	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
	2026	0	1	0	0	0	1	0
District of Columbia	2024	0	1	0	0	0	1	0
	2025	0	1	0	0	0	0	1
	2026	1	0	0	0	0	1	0
Florida	2024	16	8	0	0	1	10	13
	2025	13	9	0	0	0	12	10
	2026	10	20	0	0	0	14	16
Georgia	2024	4	3	0	0	0	2	5
	2025	5	5	0	0	0	3	7
	2026	7	8	0	0	0	5	10
Idaho	2024	2	2	0	0	1	3	0
	2025	0	2	0	0	0	2	0
	2026	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Illinois	2024	9	0	0	0	0	1	8
	2025	8	3	0	0	1	3	7
	2026	7	6	0	0	0	4	9
Indiana	2024	3	1	0	0	0	1	3
	2025	3	1	0	0	0	0	4
	2026	4	1	0	0	0	1	4
Iowa	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	1	0
	2026	0	0	0	0	0	0	0
Kansas	2024	1	1	0	0	1	0	1
	2025	1	1	0	0	0	1	1
	2026	1	1	0	0	0	1	1
Kentucky	2024	3	1	0	0	2	0	2
	2025	2	2	0	0	0	2	2
	2026	2	0	0	0	0	1	1
Louisiana	2024	1	1	0	0	0	2	0
	2025	0	2	0	0	0	1	1
	2026	1	0	0	0	0	0	1
Maine	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
	2026	1	0	0	0	0	0	1
Maryland	2024	3	0	0	0	1	0	2
	2025	2	1	1	0	0	0	2
	2026	2	0	0	0	0	0	2
Massachusetts	2024	4	2	0	0	0	0	6
	2025	6	4	0	0	1	4	5
	2026	5	3	0	0	0	2	6
Michigan	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
	2026	1	2	0	0	0	2	1
Minnesota	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	1	0	0
	2026	0	2	0	0	0	2	0
Mississippi	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	1	0
	2026	0	0	0	0	0	0	0
Missouri	2024	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2025	0	0	0	0	0	0	0
	2026	0	2	0	0	0	1	1
Montana	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
	2026	1	0	0	0	0	0	1
Nebraska	2024	2	0	0	0	0	1	1
	2025	1	1	0	0	0	1	1
	2026	1	0	0	0	0	0	1
Nevada	2024	1	0	0	0	0	1	0
	2025	0	1	0	0	0	0	1
	2026	1	2	0	0	0	1	2
New Hampshire	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
	2026	4	0	0	0	0	1	3
New Jersey	2024	1	0	0	0	0	0	1
	2025	1	6	0	0	0	3	4
	2026	4	6	0	0	0	9	1
New Mexico	2024	2	1	0	0	0	1	2
	2025	2	2	0	0	0	3	1
	2026	1	0	0	0	0	0	1
New York	2024	2	0	0	0	0	1	1
	2025	1	1	0	0	0	0	2
	2026	2	0	0	0	0	2	0
North Carolina	2024	8	6	0	0	0	7	7
	2025	7	7	0	0	1	4	9
	2026	9	12	0	0	0	12	9
North Dakota	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
	2026	0	0	0	0	0	0	0
Ohio	2024	7	3	0	0	1	1	8
	2025	8	7	0	0	2	5	8
	2026	8	4	0	0	1	6	5
Oklahoma	2024	1	1	0	0	0	1	1
	2025	1	1	0	0	0	1	1
	2026	1	1	0	0	0	1	1
Oregon	2024	0	2	0	0	0	1	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2025	1	0	0	0	0	1	0
	2026	0	1	0	0	0	1	0
Pennsylvania	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	1	0	4
	2026	4	2	0	0	0	1	5
South Carolina	2024	6	1	0	0	1	3	3
	2025	3	3	0	0	0	2	4
	2026	4	2	0	0	0	2	4
South Dakota	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
	2026	0	0	0	0	0	0	0
Tennessee	2024	5	1	0	0	0	2	4
	2025	4	5	0	0	1	1	7
	2026	7	2	0	0	0	3	6
Texas	2024	20	9	1	0	2	8	18
	2025	18	12	0	0	3	12	15
	2026	15	16	0	0	0	16	15
Utah	2024	2	0	0	0	0	1	1
	2025	1	0	0	0	0	0	1
	2026	1	2	0	0	0	2	1
Virginia	2024	4	2	0	0	0	4	2
	2025	2	4	0	0	0	5	1
	2026	1	3	0	0	0	2	2
Washington	2024	5	0	0	0	0	2	3
	2025	3	0	1	0	0	1	1
	2026	1	1	0	0	0	0	2
West Virginia	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	1	0
	2026	0	0	0	0	0	0	0
Wisconsin	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	2	0
	2026	0	2	0	0	0	2	0
Wyoming	2024	0	1	0	0	0	1	0
	2025	0	0	0	0	0	0	0
	2026	0	0	0	0	0	0	0
Totals	**2024**	**154**	**60**	**2**	**0**	**10**	**69**	**133**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2025	**133**	**103**	**2**	**0**	**12**	**87**	**135**
	2026	**135**	**113**	**0**	**0**	**2**	**106**	**140**

Notes: All numbers are as of our fiscal year end, which is June 30.

Table No. 4
Status of Company-Owned Outlets
For Years 2024 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Alabama	2024	0	0	0	0	0	0
	2025	0	0	1	1	0	0
	2026	0	0	0	0	0	0
Florida	2024	1	0	1	1	0	1
	2025	1	0	0	1	0	0
	2026	0	0	0	0	0	0
Idaho	2024	0	0	1	0	0	1
	2025	1	0	0	0	0	1
	2026	1	0	0	1	0	0
Illinois	2024	0	0	0	0	0	0
	2025	0	0	1	1	0	0
	2026	0	0	0	0	0	0
Kansas	2024	0	0	1	0	0	1
	2025	1	0	0	0	0	1
	2026	1	0	0	0	0	1
Kentucky	2024	0	0	2	0	0	2
	2025	2	0	0	2	0	0
	2026	0	0	0	0	0	0
Maryland	2024	0	0	1	0	0	1
	2025	1	0	0	1	0	0
	2026	0	0	0	0	0	0
Massachusetts	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
	2026	1	0	0	1	0	0
Minnesota	2024	0	0	0	0	0	0
	2025	0	0	1	1	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2026	0	0	0	0	0	0
North Carolina	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
	2026	1	0	0	1	0	0
Ohio	2024	1	0	1	1	0	1
	2025	1	0	2	0	0	3
	2026	3	0	0	3	0	0
Oklahoma	2024	1	0	0	1	0	0
	2025	0	0	0	0	0	0
	2026	0	0	0	0	0	0
Pennsylvania	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
	2026	1	0	0	1	0	0
South Carolina	2024	0	0	1	0	0	1
	2025	1	0	0	0	0	1
	2026	1	0	0	1	0	0
Tennessee	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
	2026	1	0	0	1	0	0
Texas	2024	0	0	2	0	0	2
	2025	2	0	3	2	0	3
	2026	3	0	0	2	1	0
Totals	**2024**	**3**	**0**	**10**	**3**	**0**	**10**
	2025	**10**	**0**	**12**	**9**	**0**	**13**
	2026	**13**	**0**	**0**	**11**	**1**	**1**

Notes: All numbers are as of our fiscal year end, which is June 30.

Table No. 5
Projected Openings As Of June 30, 2026

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
Alabama	0	2	0
Arizona	0	1	0
California	0	5	0

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
Colorado	0	2	0
Florida	0	12	0
Georgia	0	5	0
Idaho	0	1	0
Illinois	0	3	0
Indiana	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Massachusetts	0	3	0
Michigan	0	1	0
Nevada	0	1	0
New Jersey	0	4	0
New Mexico	0	1	0
North Carolina	0	8	0
Ohio	0	4	0
Oklahoma	0	1	0
Pennsylvania	0	1	0
South Carolina	0	2	0
Tennessee	0	2	0
Texas	0	12	0
Virginia	0	3	0
Wisconsin	0	1	0
Totals	**0**	**78**	**0**

TEST PUBLICATIONS

Table No. 1
Systemwide Outlet Summary
For Years 2024 to 2026

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2024	4	6	+2
	2025	6	13	+7
	2026	13	25	+12
Company-Owned	2024	0	0	0
	2025	0	1	+1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2026	1	1	0
Total Outlets	**2024**	**4**	**6**	**+2**
	2025	**6**	**14**	**+8**
	2026	**14**	**26**	**+12**

Notes: All numbers are as of our fiscal year end, which is June 30.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2024 to 2026

State	Year	Number of Transfers
Totals	**2024**	**0**
	2025	**0**
	2026	**0**

Notes: All numbers are as of our fiscal year end, which is June 30.

Table No. 3
Status of Franchised Outlets
For Years 2024 to 2026

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
	2026	1	1	0	0	0	1	1
California	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
	2026	0	1	0	0	0	0	1
Connecticut	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
	2026	0	1	0	0	0	0	1
Florida	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
	2026	1	3	0	0	0	1	3
Georgia	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2026	1	1	0	0	0	0	2
Illinois	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	1	0
	2026	0	0	0	0	0	0	0
Indiana	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
	2026	2	0	0	0	0	0	2
Iowa	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
	2026	0	1	0	0	0	0	1
Maryland	2024	0	1	0	0	0	1	0
	2025	0	0	0	0	0	0	0
	2026	0	2	0	0	0	1	1
Massachusetts	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
	2026	0	1	0	0	0	1	0
Michigan	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	1	1
	2026	1	1	0	0	0	1	1
North Carolina	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
	2026	2	3	0	0	0	2	3
North Dakota	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
	2026	0	1	0	0	0	0	1
Ohio	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
	2026	2	1	0	0	0	0	3
Oklahoma	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
	2026	1	0	0	0	0	1	0
South Carolina	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	1	1
	2026	1	1	0	0	0	1	1
Tennessee	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2026	0	1	0	0	0	0	1
Texas	2024	1	0	0	0	0	0	1
	2025	1	2	0	0	0	2	1
	2026	1	3	0	0	0	2	2
Virginia	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
	2026	0	2	0	0	0	1	1
Totals	**2024**	**4**	**3**	**0**	**0**	**0**	**1**	**6**
	2025	**6**	**12**	**0**	**0**	**0**	**5**	**13**
	2026	**13**	**24**	**0**	**0**	**0**	**12**	**25**

Notes: All numbers are as of our fiscal year end, which is June 30.

Table No. 4
Status of Company-Owned Outlets
For Years 2024 to 2026

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
	2026	1	0	0	0	0	1
Totals	**2024**	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**1**	**0**	**0**	**0**	**1**
	2026	**1**	**0**	**0**	**0**	**0**	**1**

Notes: All numbers are as of our fiscal year end, which is June 30.

Table No. 5
Projected Openings as of June 30, 2026

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
Florida	0	1	0
Maryland	0	1	0
North Carolina	0	1	0
Ohio	0	1	0
South Carolina	0	1	0

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
Texas	0	1	0
Totals	**0**	**6**	**0**

Notes:

The name, business address, and business telephone number of each current franchisee on June 30, 2025 are listed on Exhibit C.

We have listed for the period from July 1, 2025 through June 30, 2026, the name, city, state, and current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had a Franchised Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement, or who has not communicated with us within 10 weeks of the date of issuance of this disclosure document are listed on Exhibit D.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As of June 30, 2026, we have no current or former franchisees who have signed provisions during the last three fiscal years restricting their ability to speak openly to you about their experience with the franchise system.

As of the date of this disclosure document, there are no franchisee organizations created, sponsored, or endorsed by us and no independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit A are our audited financial statements for the periods July 1, 2023 to June 30, 2024; July 1, 2024 to June 30, 2025; and July 1, 2025 to June 30, 2026. Our fiscal year ends June 30.

ITEM 22. CONTRACTS

Attached to this disclosure document are the following contracts and their attachments:

1. Franchise Agreement, and all attachments, and all applicable State-specific Amendments
2. N2 Franchisee Services Agreement
3. Form of General Release
4. Sample Transfer Agreement and Consent
5. Sample Assignment and Assumption Agreement

ITEM 23. RECEIPTS

Attached as the last two pages of this disclosure document are two Receipts. When you receive this disclosure document, you must sign both Receipts and return one to us, retaining the other for your records.

EXHIBIT A
FINANCIAL STATEMENTS

N2 Franchising, Inc.

Financial Statements
As of June 30, 2026 and 2025
and for the years ended June 30, 2026, 2025 and 2024

N2 Franchising, Inc.

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and for the years ended June 30, 2026, 2025 and 2024

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Independent Auditor's Report

To the Stockholders
N2 Franchising, Inc.
Wilmington, North Carolina

Report on the Financial Statements

Opinion
We have audited the financial statements of N2 Franchising, Inc. (the "Company"), which comprise the balance sheets as of June 30, 2026 and 2025, and the related statements of operations, changes in stockholders' equity and cash flows for the years ended June 30, 2026, 2025 and 2024, and related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2026 and 2025 and the results of its operations, changes in stockholders' equity and cash flows for the years ended June 30, 2026, 2025 and 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year from the date the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used, and the reasonableness of, significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

A+G LLP

Dallas, Texas
October 1, 2026

Balance Sheets

As of June 30,	**2026**	2025
Assets		
Current assets:		
Cash and cash equivalents	**$ 3,515,171**	$ 7,231,415
Prepaid expenses	**458,168**	727,353
Prepaid taxes	**240,888**	2,013
Due from affiliate	**4,035,990**	4,217,245
Total current assets	**8,250,217**	12,178,026
Total assets	**$ 8,250,217**	$ 12,178,026
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	**$ 27,382**	$ 17,868
Accrued expenses	**4,509,032**	4,456,337
Taxes payable	**-**	259,649
Deferred revenue	**-**	37,149
Total current liabilities	**4,536,414**	4,771,003
Stockholders' Equity:		
Common stock, $0.001 par value, 1,000,000 shares authorized; 110,000 shares issued and outstanding	**110**	110
Additional paid-in capital	**2,969,732**	2,969,732
Retained earnings	**743,961**	4,437,181
Total stockholders' equity	**3,713,803**	7,407,023
Total liabilities and stockholders' equity	**$ 8,250,217**	$ 12,178,026

See accompanying notes and independent auditor's report.

Statements of Operations
For the years ended June 30,

	2026	2025	2024
Revenue:			
Sales services revenue	**$ 84,084,644**	$ 82,501,921	$ 77,450,854
Other revenue	**258,340**	-	-
Total cost of revenue	**84,342,984**	82,501,921	77,450,854
Cost of revenue:			
Direct personnel cost	**49,937**	-	128,162
Commissions	**64,091,204**	61,603,495	58,361,946
Total cost of revenue	**64,141,141**	61,603,495	58,490,108
Gross profit	**20,201,843**	20,898,426	18,960,746
General and administrative expenses:			
Advertising and marketing	**6,612,651**	5,995,402	6,260,745
Management fees	**6,456,000**	6,624,000	6,048,000
Personnel cost	**4,430,620**	3,708,010	3,812,198
Professional fees	**430,159**	140,517	158,304
Other general and administrative expenses	**3,565,006**	2,742,199	2,137,504
Total general and administrative expenses	**21,494,436**	19,210,128	18,416,751
Income from operations	**(1,292,593)**	1,688,298	543,995
Other income:			
Other income	**1,594,326**	76,814	75,877
Interest income	**129,755**	222,087	128,182
Total other income	**1,724,081**	298,901	204,059
Income before provision for income taxes	**431,488**	1,987,199	748,054
Provision for income taxes	**124,708**	447,793	207,418
Net income	**$ 306,780**	$ 1,539,406	$ 540,636

See accompanying notes and independent auditor's report.

Statements of Changes in Stockholders' Equity

	Common Stock		Additional Paid-In	Retained	Total
	Shares	Amount	Capital	Earnings	Equity
Balance at June 30, 2023	110,000	$ 110	$ 2,969,732	$ 2,357,139	$ 5,326,981
Net income	-	-	-	540,636	540,636
Balance at June 30, 2024	110,000	110	2,969,732	2,897,775	5,867,617
Net income	-	-	-	1,539,406	1,539,406
Balance at June 30, 2025	110,000	110	2,969,732	4,437,181	7,407,023
Net income	-	-	-	306,780	306,780
Cash dividend declared and paid	-	-	-	(4,000,000)	(4,000,000)
Balance at June 30, 2026	110,000	$ 110	$ 2,969,732	$ 743,961	$ 3,713,803

See accompanying notes and independent auditor's report.

Statements of Cash Flows

For the years ended June 30,	**2026**	2025	2024
Operating Activities			
Net income	**$ 306,780**	$ 1,539,406	$ 540,636
Adjustments to reconcile net income to net cash provided (used) by operating activities:			
Deferred income taxes	**-**	17,426	(17,426)
Changes in operating assets and liabilities:			
Income tax receivable	**-**	-	260,000
Prepaid expenses	**269,185**	(502,635)	76,326
Prepaid taxes	**(238,875)**	14,026	6,395
Due from affiliate	**181,255**	(218,276)	(3,661,541)
Accounts payable	**9,514**	(212,660)	(4,099)
Accrued expenses	**52,695**	764,138	(309,900)
Taxes payable	**(259,649)**	130,936	(92,500)
Deferred revenue	**(37,149)**	37,149	-
Net cash provided (used) by operating activities	**283,756**	1,569,510	(3,202,109)
Investing Activities			
Net cash provided by investing activities	**-**	-	-
Financing Activities			
Cash dividend declared and paid	**(4,000,000)**	-	-
Net cash used by financing activities	**(4,000,000)**	-	-
Net increase (decrease) in cash and cash equivalents	**(3,716,244)**	1,569,510	(3,202,109)
Cash and cash equivalents, beginning	**7,231,415**	5,661,905	8,864,014
Cash and cash equivalents, ending	**$ 3,515,171**	$ 7,231,415	$ 5,661,905
Supplemental Disclosure of Cash Flow Information			
Income taxes paid	**$ 623,232**	$ 288,890	$ 317,344

See accompanying notes and independent auditor's report.

1. Organization and Operations

Description of Business

N2 Franchising, Inc., a Delaware corporation, originally formed as N2 Franchising, LLC (the "LLC"), a Delaware limited liability company on October 26, 2016, pursuant to a plan of conversion the Company converted to a Delaware corporation effective July 1, 2019 (the "Conversion"). References in these financial statement footnotes to "Company", "N2 Franchising", "we", "us" and "our" refer to N2 Franchising, Inc.

In connection with the Conversion, effective July 1, 2019, all of the outstanding membership interests of the LLC immediately prior to the Conversion were converted into 100,000 shares of common stock, $0.001 par value per share, of the Company. In December 2021, the Company issued 10,000 shares of common stock as repayment of the balances due under the notes payable to stockholders. As of June 30, 2026 and 2025, the Company had 110,000 shares issued and outstanding.

The Company was formed for the purpose of selling franchised businesses that facilitate publishing and selling advertising for magazines, newsletters, and/or directories for residential communities, cities, towns, and villages under the STROLL or GREET (formerly N2 PUBLISHING®) trade names and business system ("N2 Business"). An affiliate of the Company, N2 Company, originally formed as Neighborhood Networks Publishing, Inc. ("N2 Company"), has licensed the trademarks and the proprietary system to the Company under a non-exclusive and perpetual license agreement (the "License"). The License grants the Company the right to use the trademarks and the proprietary information related to the system for licensing them to franchisees of the Company.

In November 2017, the Company formed a program for the purpose of selling franchised businesses that facilitate publishing and selling advertising for magazines, newsletters, and/or directories for companies, individuals, and/or organizations interested in or connected to the real estate industry under the REAL PRODUCERS® trade name and business system ("RP Business").

In December 2018, the Company formed a program for the purpose of selling franchised businesses that facilitate publishing and selling advertising for magazines, newsletters, and/or directories for individuals who are newcomers to a particular area under the BELOCAL® trade name and business system ("BL Business").

References in these financial statement footnotes to "Franchised Business" refer collectively to N2 Business, RP Business, and BL Business.

N2 Business

Franchised Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2024	548	362	366	544
2025	544	353	357	540
2026	540	376	380	536

Affiliate-owned Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2024	43	32	16	59
2025	59	45	24	80
2026	80	42	22	100

1. Organization and Operations (continued)

RP Business

Franchised Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2024	132	30	29	133
2025	133	54	35	152
2026	152	60	72	140

Affiliate-owned Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2024	0	0	0	0
2025	0	2	1	1
2026	1	2	1	2

BL Business

Franchised Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2024	154	60	81	133
2025	133	103	101	135
2026	135	113	110	138

Affiliate-owned Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2024	3	10	3	10
2025	10	12	9	13
2026	13	0	12	1

Going Concern

Management has evaluated our ability to continue as a going concern as of June 30, 2026. Due to the positive income for the year ended June 30, 2026 and liquidity position at June 30, 2026 of the Company, we have concluded that there is not significant doubt about our ability to continue as a going concern.

2. Significant Accounting Policies

Basis of Accounting
The Company uses the accrual basis of accounting in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). Under this method, revenue is recognized when earned and expenses are recognized as incurred.

Use of Estimates
The preparation of the financial statements and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Estimates, among others, are used for the revenue recognition and income taxes. Actual results could differ from those estimates.

Fiscal Year
Our fiscal year begins on July 1st and ends on June 30th.

Comparative Financial Statements
Certain prior period amounts have been reclassified to conform to current year presentation.

Cash and Cash Equivalents
For purposes of reporting cash flows, all highly liquid investments with a maturity of three months or less are considered cash equivalents.

Fair Value Measurements
Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist primarily of cash and cash equivalents, prepaid expenses, accounts payable, and accrued expenses. The carrying values of cash and cash equivalents, accounts payable, and accrued expenses are considered to be representative of their respective fair values due to the short-term nature of these instruments.

Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets and liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

2. Significant Accounting Policies (continued)

Revenue Recognition

Franchise fee revenue
The Company recognizes revenue in accordance with Financial Accounting Standards Board ("FASB") ASC 606-10-25, *Revenue from Contracts with Customers*. In January 2021, the FASB issued ASU 2021-02, "Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient." ASU 2021-02 provides a practical expedient that simplifies the application of ASC 606 about identifying performance obligations and permits franchisors that are not public entities to account for pre-opening services listed within the guidance as distinct from the franchise license. The Company has adopted ASU 2021-02 and implemented the guidance on its revenue recognition policy.

The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee prior to opening the Franchised Business. This initial fee has been waived by the Company for the years ended June 30, 2026, 2025, and 2024. A franchise agreement establishes a Franchised Business developed in a defined geographic area and provides for a three-year term. Subject to the Company's approval, a franchisee may transfer a franchise to a new or existing franchisee, at which point a transfer fee is typically paid by the current owner which then terminates that franchise agreement. A franchise agreement is signed with the new franchisee.

Under the terms of our franchise agreements, the Company typically promises to provide franchise rights, pre-opening services such as operational materials and functional training courses, and ongoing services such as remedial training and access to our administration manual. The Company considers certain pre-opening activities and the franchise rights and related ongoing services to represent two separate performance obligations. The franchise fee revenue has been allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of performance obligations related to certain pre-opening activities deemed to be distinct based on cost plus an applicable margin, and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to preopening activities is recognized when (or as) these services are performed, no later than the opening date. Revenue allocated to franchise rights and ongoing services is deferred until the Franchised Business opens, and is recognized on a straight line basis over the duration of the franchise agreement as this ensures that revenue recognition aligns with the franchisee's access to the franchise right. Transfer fees are recognized over the contractual term of the franchise agreement.

Sales services revenue
Pursuant to a services agreement with N2 Company, the Company provides sales services which includes the management of the system of selling print advertising by its Franchised Businesses in one or more of N2 Company's publications. This revenue is recognized as earned.

Other revenue
Other revenue consists of event sponsorship revenue and is recognized when earned.

Advertising and marketing
All costs associated with advertising and marketing are expensed in the period incurred.

2. Significant Accounting Policies (continued)

Income Taxes
The Company is taxed as a C-Corporation. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes. Deferred income taxes are provided for the temporary differences in basis of the Company's assets and liabilities and their reported amounts. The deferred tax assets and liabilities represent the future tax consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred tax assets and liabilities are determined based on the enacted rates that are expected to be in effect when these differences are expected to reverse. Deferred tax expense or benefit is the result of the changes in the deferred tax assets and liabilities. The Company records a valuation allowance to reduce deferred tax assets if it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company recognizes income tax related interest and penalties in interest expense and general and administrative expenses, respectively.

The Company files income tax returns in the U.S. federal jurisdiction and the states of in which it operates. The Company is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress. The Company is subject to examination by taxing jurisdictions for the years and periods ended subsequent to June 30, 2022.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions at June 30, 2026 and 2025.

Subsequent Events
In accordance with FASB ASC 855, Subsequent Events, the Company has evaluated subsequent events through October 1, 2026, the date on which the financial statement was available to be issued. There were no material subsequent events that required recognition or additional disclosure in the financial statement.

Recent Accounting Pronouncements
In December 2023, the FASB issued ASU No. 2023-09, "Income Taxes (Topic 740) - Improvements to Income Tax Disclosures". The standard requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions and applies to all entities subject to income taxes. ASU 2023-09 will be effective for annual periods beginning after December 15, 2025. The guidance will be applied on a prospective basis with the option to apply the standard retrospectively. Early adoption is permitted. The Company is currently evaluating the impact of adopting ASU No. 2023-09 on its financial statements.

We reviewed other significant newly-issued accounting pronouncements and concluded that they either are not applicable to our operations or that no material effect is expected on our financial statements as a result of future adoption.

3. Certain Significant Risks and Uncertainties

The Company maintains its cash in a bank deposit account that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk on cash or cash equivalents. The Company maintains its deposits in one financial institution.

The Company derives its sales services revenue from one customer, its affiliate, N2 Company. In the normal course of business, the Company provides credit to its affiliate and does not require collateral.

4. 401(k) Savings Plan

The Company sponsors a defined contribution 401(k) plan covering all eligible employees. To participate in the plan for the purposes of 401(k) elective deferral contributions, an employee must be 18 years of age or older and must have completed 90 days of service. Participants can elect to contribute through salary deductions a maximum of $24,500, $23,500, and $23,000 for the calendar years ending December 31, 2026, 2025, and 2024, respectively. The Company will contribute a matching contribution equal to 100% of the employee 401(k) elective deferral contributions which are not over 3% of the employee's pay, plus 50% of the employee 401(k) elective deferral contributions which are over 3% of the employee's pay, but are not over 5% of the employee's pay. Vesting of matching contributions occurs over the period of 6 years. Employer contributions to the plan during the years ended June 30, 2026, 2025 and 2024, were $200,494, $154,390 and $153,801 respectively.

5. Related Party Transactions

Transactions with affiliate

During the years ended June 30, 2026, 2025 and 2024, the Company provided sales services to N2 Company. This revenue is included in sales services revenue in the statements of operations and were $84,084,644, $82,501,921 and $77,450,854 for the years ended June 30, 2026, 2025 and 2024, respectively.

During the years ended June 30, 2026, 2025 and 2024, the Company's affiliate N2 Company provided accounting, marketing and other operating services for the Company. These costs are included in management fees in the statements of operations and were $6,456,000, $6,624,000 and $6,048,000 for the years ended June 30, 2026, 2025 and 2024, respectively.

During the years ended June 30, 2026, 2025 and 2024, the Company provided consulting services to N2 Company. This income is included in other income in the statements of operations and was $1,500,000, $0 and $0 for the years ended June 30, 2026, 2025 and 2024, respectively.

As of June 30, 2026 and 2025, the Company had an amount of $4,035,990 and $4,217,245, respectively, due from its affiliate. Had these transactions occurred as unrelated third party transactions, the financial results may have varied significantly.

6. Income Taxes

The provision for income taxes consists of the following for the years ended June 30:

	2026	2025	2024
Current:			
Federal	**$ 88,313**	$ 397,516	$ 167,774
State	**36,395**	32,851	57,070
Deferred:			
Federal	**$ -**	$ 14,638	$ (14,638)
State	**-**	2,788	(2,788)
Net provision for income taxes	**$ 124,708**	$ 447,793	$ 207,418

The following is a reconciliation of the expected federal income tax provision at the statutory rate of 21% to the actual provision for income taxes for the years ended June 30:

	2026	2025	2024
Expected tax provision at statutory rates:	**$ 82,970**	$ 420,914	$ 145,107
State taxes, net of federal effect	**28,752**	28,155	42,883
Permanent	**4,126**	10,246	10,911
Other	**8,860**	(11,522)	8,517
Provision for income taxes	**$ 124,708**	$ 447,793	$ 207,418

7. Commitments and Contingencies

Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of the management, all matters are of such nature, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

EXHIBIT B

FRANCHISE AGREEMENT
(WITH ATTACHMENTS AND STATE-SPECIFIC AMENDMENTS)

N2 FRANCHISING, INC.
FRANCHISE AGREEMENT

_____
Name of Franchisee

_____
Street Address

_____
City State Zip Code

_____
Telephone

_____
Franchisee ID Number

Form dated: October 9, 2026
FDD dated: October 9, 2026

N2 FRANCHISING, INC. FRANCHISE AGREEMENT
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STATE-SPECIFIC AMENDMENTS

N2 FRANCHISING, INC. FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**") is entered into by and between N2 Franchising, Inc., a Delaware corporation ("**Franchisor**"), and [name of franchisee entity], a [name of state where entity is filed and type of entity or an individual] ("**Franchisee**"), and shall be effective on the date signed by Franchisor ("**Effective Date**"). Capitalized terms used in this Agreement are defined in Attachment A, hereto, unless otherwise defined herein.

RECITALS

A. Franchisor's affiliate, The N2 Company ("**N2 Co.**"), operates a business that sells marketing services; creates and sells print and digital advertising; and owns and publishes magazines, newsletters, and/or directories ("**publications**") for the residents and visitors of neighborhoods, cities, towns, villages, and other residential communities ("**Communities**") and for members of specific commercial or professional industries or groups and specific retail or special interest groups ("**Industry Groups**").

B. Franchisor has the right to use and license the use of a system ("**System**") for the establishment and operation of franchised businesses that sell print advertising to businesses that wish to advertise in one or more print publications; that facilitate the publishing of publications; that sell digital advertising services; that organize local events; that solicit and compile content for the publications; and that develop relationships among residents of Communities and members of Industry Groups, all under the Marks (as defined below) ("**Franchised Businesses**"). The System is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the trademark(s) set forth in Attachment B and such other trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated, and may hereafter be designated by Franchisor in writing, for use in connection with the System ("**Marks**"). Franchisor licenses to others the right to manage publications under various brand names and systems, and such publications are collectively referred to herein as "**N2 publications**." Any publication managed by Franchisor's affiliates is also an "N2 publication."

C. The distinguishing characteristics of the System include, without limitation, specifications, policies and procedures for operations; quality of the products and services offered; procedures for sales, management, and financial control; customer service; training and assistance; and advertising and promotional programs, all of which may be changed, improved, and further developed by Franchisor from time to time.

D. Franchisee wishes to obtain the right to establish and operate a Franchised Business whereby Franchisee will sell print advertising, solicit and compile content, and facilitate the publishing of a print publication ("**Publication**") to be distributed within the non-exclusive geographic area identified in Attachment B to this Agreement ("**Territory**"), using the Marks and the System.

E. N2 Co. also owns and operates a business selling digital marketing goods and services ("**N2 Digital**"). The System also includes the systems for soliciting leads for and managing client relationships with N2 Digital. The N2 Digital trademarks are included in the definition of "Marks." Franchisor desires to grant Franchisee the opportunity, but not the obligation, to solicit leads for and facilitate client relationships with N2 Digital as part of the Franchised Business.

F. Franchisor is willing to grant Franchisee a franchise to operate a Franchised Business in accordance with the terms and conditions of this Agreement in reliance on Franchisee's application and Franchisee's representations made in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. GRANT

A. Grant of Rights. Franchisor hereby grants Franchisee the non-exclusive right and license, and Franchisee hereby accepts the right and obligation, to establish and operate a Franchised Business for distribution of the Publication in the Territory (the "Franchised Business"). Franchisee acknowledges and agrees that this Agreement grants Franchisee the right to operate only the Franchised Business and to distribute the Publication only within the Territory set forth in Attachment B. Franchisee has no right to distribute the Publication to any person, Community, or Industry Group outside of Franchisee's Territory. Franchisee has the right to solicit advertisers inside or outside of its Territory to sell print advertisements that would be included in the Publication or in other N2 publications and the associated digital advertising services, but subject to the limitations set forth in this Agreement and only in compliance with Franchisor's then-current digital advertising policies, cross-selling policies, and the Franchise Brand Standards Manual. Franchisee must at all times comply with Franchisor's then-current print advertising policies, digital advertising policies, and the Franchise Brand Standards Manual. Franchisor also has the right to require Franchisee to sell packages of advertising goods and services, which may include print and digital components. Notwithstanding anything in this Agreement to the contrary, Franchisor has the right to restrict Franchisee from offering or selling advertisements in any form to any client or prospective client at any time. Franchisor has the right to allow other franchisees, affiliates of Franchisor, or any other party Franchisor deems appropriate to offer and sell advertising in any forms to clients located in Franchisee's Territory, without any liability to Franchisee. Franchisee shall obtain Franchisor's prior written consent before organizing an event that occurs more than 25 miles from Franchisee's Territory.

B. Reserved Rights. The rights granted to Franchisee under this Agreement are nonexclusive, and Franchisee is not granted any territorial rights or other protection. Accordingly, Franchisor, its affiliates, and any other authorized person or entity shall, without limitation, have the right **(1)** to develop and establish other business systems (including systems that distribute products or services similar to those offered by the Franchised Business) using the Marks, or other names or marks, and to grant licenses to use those systems at any location without providing any rights to Franchisee; **(2)** to advertise and promote any N2 publications, N2 Co. businesses, and the businesses of Franchisor's franchisees, anywhere; **(3)** to operate, and license others to operate, any Franchised Business, N2 publication franchised businesses, or any business of any of Franchisor's affiliates, anywhere, including locations that are inside, adjacent to, or surrounded by Franchisee's Territory; and **(4)** to engage, directly or indirectly, at wholesale, retail, or otherwise, in the production, distribution, license, and sale of all forms (including electronic forms) of magazines, newsletters, advertising, marketing, graphic and web design, or other services and products, under the Marks, or under other names or marks, at any location, including in the Territory, through any method of distribution, including, but not limited to, mail order catalogs and the Internet, regardless of the proximity to, or the competitive impact on, the Franchised Business. Franchisor has the sole discretion to change Franchisee's Territory, including its size, shape, boundaries, and population, upon ninety (90) days' notice to Franchisee.

C. Cross-publication Advertising. Notwithstanding anything to the contrary herein, Franchisee acknowledges and agrees that other persons or entities may sell advertising for the Publication. These other persons or entities include, without limitation, Franchisor, Franchisor's affiliates, and other franchisees. In accordance with Franchisor's then-current cross-selling policies, Franchisee may have the opportunity to sell advertising for other N2 publications.

D. N2 Digital Sales. Franchisor hereby grants Franchisee the conditional, non-exclusive right and license to, and Franchisee hereby accepts the right and option to solicit leads for and facilitate client relationships with N2 Digital. Franchisee acknowledges and agrees that Franchisee may be required to complete and obtain certifications and training and meet other standards set forth in the Franchise Brand Standards Manual in order to qualify to conduct some or all of the foregoing activities. Franchisee acknowledges and agrees that the foregoing activities are optional and not required under the terms of this Agreement. Franchisee acknowledges and agrees that its opportunity to solicit leads for and facilitate client relationships with N2 Digital is subject to all of the terms of this Agreement and standards in the Franchise Brand Standards Manual and is part of its operations of the Franchised Business. If Franchisee fails to comply with any requirements pertaining to N2 Digital, including without limitation, its goods, services, clients, operations, and trademarks, Franchisee shall be in default under this Agreement. Franchisee's rights to solicit leads for and facilitate client relationships with N2 Digital are conditioned upon Franchisor maintaining the N2 Digital sales program. Franchisor has the right to modify and/or completely eliminate Franchisee's rights with respect to N2 Digital in its sole discretion. The goods and services offered by N2 Digital may be changed in Franchisor's affiliate's sole discretion.

2. TERM AND RENEWAL

A. Term; Opening Date. The term of this Agreement shall begin on the Effective Date and shall continue until three years from the Effective Date ("**Term**"), unless terminated earlier in accordance with this Agreement. Franchisee must commence business with the public no later than 60 days after the Effective Date, unless Franchisee obtains a written extension of such time period from Franchisor. Franchisee must obtain authorization from Franchisor to commence operations.

B. Renewal. This Agreement and the rights granted by this Agreement are not renewable, and Franchisee has no expectation of any right to extend or renew the Term.

3. FEES

A. Initial Franchise Fee. Unless otherwise specified in Attachment B, Franchisor hereby waives the initial franchise fee of $735.

B. Extra Orders Fee. If Franchisee requests extra copies of an issue of the Publication after the original printing of the issue, Franchisee shall pay Franchisor or its affiliates an extra copy orders fee in the amount then set forth in the Franchise Brand Standards Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

C. Adjustment Fee. After Franchisor receives from Franchisee the content to be included in an issue of the Publication, Franchisor or its affiliate shall provide Franchisee a proof copy of the edit issue. If Franchisee requests that Franchisor make any changes to the layout or content of the proof copy, then Franchisor reserves the right to require Franchisee to pay Franchisor or its affiliate the then-current adjustment fee set forth in the Franchise Brand Standards Manual, which Franchisor or its affiliates may change from time to time in their sole discretion. If Franchisee wishes to avoid paying the adjustment fee for a requested change, Franchisee may instead elect one of two options — "Extra Copies with a Change" or "PDF with a Change" — the requirements for, and any costs associated with, which are set forth in the Franchise Brand Standards Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

D. Ad Design Revision Fee. If Franchisee submits to Franchisor an excessive number of design revision requests, Franchisor reserves the right to charge an additional fee. The definition of excessive requests and the amount of the fee are set forth in the Franchise Brand Standards Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

E. Publication Revision Overage Fee. For each issue of the Publication, Franchisor or its affiliate makes available to Franchisee a limited allowance of complimentary revisions in each of several categories (including, without limitation, page removals, late articles, rounds of revisions, and late photos), as set forth in the Franchise Brand Standards Manual. If, for any issue of the Publication, Franchisee exceeds the applicable free allowance in a category, then Franchisor reserves the right to require Franchisee to pay Franchisor or its affiliate a publication revision overage fee for each category so exceeded, in the then-current amount set forth in the Franchise Brand Standards Manual, which Franchisor or its affiliates may change from time to time in their sole discretion. A separate publication revision overage fee applies for each category exceeded within the same issue, subject to the maximum per-issue amount set forth in the Franchise Brand Standards Manual. The categories, free allowances, applicable page thresholds (which may differ for perfect-bound and saddle-stitched Publications), and fee amounts are set forth in the Franchise Brand Standards Manual. The publication revision overage fee is in addition to any other fees that may apply to the same issue, including the Adjustment Fee, Ad Design Revision Fee, missed deadline fee, and late revisions fee, except as otherwise provided in the Franchise Brand Standards Manual.

F. Missed Deadline Fee and Late Revisions Fee. If Franchisee fails to submit to Franchisor or its affiliate the content required to publish any of the Publication's issues by the applicable deadline communicated to Franchisee by Franchisor or its affiliate, then Franchisor reserves the right to require Franchisee to pay Franchisor or its affiliate the then-current missed deadline fee set forth in the Franchise Brand Standards Manual, which Franchisor or its affiliates may change from time to time in their sole discretion. If Franchisee fails to timely review, make, or accept revisions to the Publication during certain stages of the publication process, then Franchisor reserves the right to require Franchisee to pay Franchisor or its affiliate the then-current late revisions fee set forth in the Franchise Brand Standards Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

G. Optional Services Fee. If Franchisee elects to use Franchisor's or its affiliate's optional services (as those services may change from time to time), Franchisee shall sign the then-current form of services agreement and pay the then-current fees.

H. Lead Generation Fee. If Franchisor or its affiliates provide Franchisee with lead generation services, Franchisee shall pay the then-current lead generation fee assessed, as set forth in the Franchise Brand Standards Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

I. Missed Conference Fee. If Franchisor requires Franchisee to attend one or more regional and/or national conferences in a calendar year and Franchisee fails to attend at least one of the required conferences, then Franchisee shall pay a missed conference fee equal to $500.

J. Franchisor's Right to Deduct. Franchisor shall have the right to deduct or withhold any fees assessed by Franchisor or amounts due from Franchisee to Franchisor or its affiliates from Franchisee's Commissions.

4. COMMISSIONS

A. Commission Payments. Franchisor shall calculate Commissions on an issue-by-issue basis and shall pay Franchisee a monthly Commission based on the aggregate of all monthly Commissions earned

for each of Franchisee's N2 publications (if Franchisee manages more than one N2 publication), unless the calculation of the Commission equals a Negative Commission, in which case, Franchisee shall not receive a Commission in such month, and the amount of the Negative Commission shall continue to be due and shall be deducted from Cash Received in subsequent month(s) as part of the Commission(s) calculation for such subsequent month(s). Franchisor reserves the right to make Commission payments based upon estimates of payments it or its affiliate will receive in connection with Advertising Contracts (defined below), and it and its affiliate reserve the right to refund, for any reason, payments made by advertisers. Commission payments shall be accompanied by a Commissions accounting and reconciliation report. If the Commissions report reflects that Franchisee has been paid a Commission in an amount that is more than Franchisee is due, then Franchisee must return to Franchisor the amount of overpayment ("**Returnable Commissions**"). Franchisee shall not be entitled to receive any payment after the final Commission payment that Franchisor makes to Franchisee following the termination, expiration, or transfer of this Agreement, for any reason. Franchisee shall not be entitled to receive any payment based upon past due monies associated with the Franchised Business that are collected by Franchisor or its affiliates after the termination, expiration, or transfer of this Agreement, for any reason. In addition to all requirements related to the printing of the first issue of the Publication and Franchisee's compliance with this Agreement generally, payment of Franchisee's first Commission is specifically conditioned upon Franchisee being a legal entity rather than an individual and securing and producing evidence of all insurance coverage required pursuant to Section 12 of this Agreement.

B. Cross-Selling Fees. Franchisee agrees and acknowledges that any Selling Franchisee that sells print advertising for the Publication shall be entitled to receive Franchisor's then-current Outgoing Cross-Selling Fee, and Franchisee shall be entitled to receive Franchisor's then-current Receiving Cross-Selling Fee. Further, if Franchisee sells print advertising for a publication that is the responsibility of another franchisee, then Franchisee shall be eligible to receive Franchisor's then-current Outgoing Cross-Selling Fee for such sale(s), as set forth in the Franchise Brand Standards Manual, provided Franchisee complies with Franchisor's then-current policies, procedures, and guidelines related to cross-selling. Franchisor shall have the right to terminate Franchisee's right to cross-sell or this Agreement if Franchisee fails to comply with Franchisor's policies, procedures, and guidelines related to cross-selling. Currently, the Cross-Selling Fees are calculated as follows:

(i) The Selling Franchisee will receive an Outgoing Cross-Selling Fee equal to 25% of the monthly Cash Received for each print advertisement sold by the Selling Franchisee that will be included in the publication managed by the Receiving Franchisee.

(ii) The Receiving Franchisee will receive a Receiving Cross-Selling Fee equal to 75% of the monthly Cash Received for that print advertisement, less the Royalty of 15% of the Cash Received and the Publication Expenses.

Any time during the Term, with no prior notices unless otherwise required by law, Franchisor reserves the right to change the Cross-Selling Fee to be calculated as follows:

(i) The Selling Franchisee would receive an Outgoing Cross-Selling Fee equal to 10% of the monthly Cash Received for each print advertisement sold by the Selling Franchisee that will be included in the publication managed by the Receiving Franchisee.

(ii) The Managing Franchisee (as defined by Franchisor's then-current Franchise Brand Standards Manual) would receive a Managing Cross-Selling Fee equal to 30% of the monthly Cash Received for each print advertisement, less the Royalty of 15% of the Cash Received.

(iii) The Receiving Franchisee would receive a Receiving Cross-Selling Fee equal to 60% of the monthly Cash Received for that print advertisement, less the Publication Expenses.

Notwithstanding the foregoing or anything to the contrary herein, in the event an advertiser on a cross-sold account (i) is permitted by Franchisor to terminate its Advertising Contract with Franchisor prior to the end of the term of such Advertising Contract and (ii) pays an early termination fee ("**Early Termination Fee**") in connection with such early termination, Franchisor shall first deduct from the total Early Termination Fee collected the Royalty equal to 15% of such Early Termination Fee, and the remaining amount of the Early Termination Fee shall then be split equally, with each of the Selling Franchisee and the Receiving Franchisee receiving 50% of such remaining amount.

C. Pre-Print Commission. If Franchisee cross-sells print advertising for inclusion in a publication managed by another franchisee or affiliate before the first issue of the Publication is published, then Franchisee may elect to receive a Pre-print Commission in lieu of the Outgoing Cross-Selling Fee. If Franchisee elects to receive a Pre-print Commission, Franchisor shall pay Franchisee the Pre-print Commission within 20 days after the publication deadline of the publication in which the ad appears.

D. Returnable Commissions. Franchisee and Principals are jointly and severally liable for, and shall return all Returnable Commissions to, Franchisor. Franchisor may deduct the amount of any Returnable Commissions from future Commissions payable to Franchisee hereunder. After the termination or expiration of this Agreement, Franchisor shall notify Franchisee and Principals of any Returnable Commissions, and Franchisee and Principals shall have 15 days to return such Returnable Commissions to Franchisor. Franchisee and Principals acknowledge that any failure by Franchisee or Principals to return any Returnable Commissions to Franchisor within 15 days after any such notice is a breach of this Agreement for which Franchisor may pursue all legal and equitable remedies that may be available to it, including termination of this Agreement. If Franchisee fails to pay Returnable Commissions as required herein, and Franchisor elects, in its sole discretion, to pursue payment of any Returnable Commissions in collection, then Franchisee and Principals agree to pay any collection costs associated with such collection efforts in addition to the Returnable Commissions owed. This Section 4.D. shall survive the expiration or termination of this Agreement.

E. Content Submission Deadlines and Commission Payment Dates. Within 30 days after Franchisee's first issue is published, Franchisor shall, in its sole discretion, assign Franchisee a monthly deadline for advertising and content submission. The deadline shall be communicated to Franchisee in writing, and Commissions, if any, shall be paid to Franchisee within 30 days following Franchisee's assigned deadline.

F. Electronic Funds Transfer. At Franchisor's request, Franchisee shall execute Attachment F to this Agreement and all other documents necessary to permit Franchisor to credit or debit funds into Franchisee's designated bank account by electronic funds transfer ("**EFT**") in the amount of the Commission payments described in Section 4.A. and any other amounts due under this Agreement at the time such amounts become due and payable under the terms of this Agreement. Upon written notice to Franchisee, Franchisor may designate another method of payment.

G. Taxes. As an independent business, Franchisee is responsible for all tax reporting requirements for Franchisee and Franchisee's employees, contractors, and representatives. Accordingly, Franchisee and Franchisor agree that Franchisor will not withhold, deduct, or pay income tax, social security, or any other payroll or other taxes or amounts for Franchisee's benefit or for the benefit of any personnel hired or contracted by Franchisee, including but not limited to, officers, directors, managers, employees, contractors, subcontractors, representatives, or agents ("**Independent Staff**"). Franchisee is solely responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all

taxes as required by law, including without limitation, local, state, and federal income taxes, Social Security taxes, Medicare taxes, unemployment compensation taxes, and any other federal, state, or local taxes, fees, or withholdings due for Franchisee. Franchisee is responsible for withholding, accruing, and paying all income, Social Security, Medicare, unemployment compensation taxes, and any other federal, state, or local taxes, fees, or withholdings relating to all Independent Staff, if any, as well as all statutory insurance and other benefits required by law for Franchisee and any Independent Staff and all other benefits promised by Franchisee to any Independent Staff. Within 10 days of any request from Franchisor, Franchisee shall provide Franchisor with copies of Franchisee's most recently filed federal and state tax returns; provided, however, that if Franchisee is not a corporation or partnership, Franchisee may, at its option, provide only those schedules to its personal tax filings which reflect the revenues and expenses of the Franchised Business.

H. Corporate Ads. Franchisor and its affiliates have the right, but not the obligation, to place national, regional, or local advertisements or advertising inserts that have been solicited and obtained by Franchisor, Franchisor's affiliates, or a third party, without Franchisee's involvement, in the Publication in the size and format as determined by Franchisor in its sole discretion and at Franchisor's sole expense ("**Corporate Ads**"). Franchisee has no right to review and/or approve the form or content of such Corporate Ads. Franchisor may, but is not required to, pay Franchisee a commission with respect to any Corporate Ad. If Franchisor elects to pay Franchisee a commission for any particular Corporate Ad, such commission shall be paid in accordance with Franchisor's then-current Corporate Ad commission policy, as set forth in the Franchise Brand Standards Manual, and the amount of such commission may be calculated in a different manner than the calculation of Commissions under Section 4.A., in Franchisor's sole discretion. If any additional incremental expenses are incurred by Franchisor due to the placement of Corporate Ads, and Franchisor does not pay Franchisee a commission for such placements, the additional incremental expenses resulting from the Corporate Ad(s) in the Publication shall not be included in Publication Expenses for purposes of calculating Franchisee's commission.

I. Cross-Selling into Publications Managed by Franchisor or its Affiliates. Franchisor may, but is not obligated to, allow Franchisee to sell advertisements into N2 publications managed by Franchisor or its affiliates ("**Bridge Publications**"). Franchisee agrees to comply with Franchisor's then-current policies, procedures, and guidelines related to cross-selling if Franchisee is authorized to sell into Bridge Publications. If Franchisee is authorized to sell into Bridge Publications, Franchisee shall be entitled to a commission in connection with any cross-selling into Bridge Publications. Such commission shall be paid in accordance with Franchisor's then-current commission policy, as set forth in the Franchise Brand Standards Manual, and the amount of such commission may be calculated in a different manner than the calculation of Commissions under Section 4.A., in Franchisor's sole discretion. The amount of the commission shall always be at least the amount of the then-current fees Franchisor or its affiliates receive for selling Corporate Ads into the Publication.

J. N2 Digital Sales Commission. If Franchisee elects to solicit leads for and facilitate client relationships with N2 Digital, Franchisee shall be entitled to receive the then-current "**N2 Digital Sales Commission**." The amount, due date, calculation, and other details of the N2 Digital Sales Commission are subject to change in Franchisor's sole discretion. Franchisor may consider the following factors, among others, in establishing the N2 Digital Sales Commission: **(1)** the type of good or service Franchisee sells to the client, **(2)** the other goods and services the client purchases, **(3)** whether or not Franchisee referred the client to N2 Digital, **(4)** the scope of the involvement of the N2 Digital sales team, and **(5)** Franchisee's role in facilitating the relationship between the client and N2 Digital. The N2 Digital Sales Commission is due, as applicable, **(i)** only to the first franchisee that introduces a new prospective lead to N2 Digital who has not already been a client of N2 Digital during the previous 12-month period and **(ii)** only if the client unconditionally and completely pays for goods and services purchased from N2 Digital. The N2 Digital Sales Commission shall be calculated on the gross invoice price of the goods and services less all taxes,

credits, discounts, rebates, and/or allowances (if any). The N2 Digital Sales Commission shall be paid in the month following the client's unconditional and complete payment for purchased goods and services. To receive the N2 Digital Sales Commission, Franchisee must be in full compliance with all of the franchise agreements (including this Agreement) between Franchisee and Franchisor (and any other agreements with any of Franchisor's affiliates). Franchisee's opportunity to solicit leads for and facilitate client relationships with N2 Digital and to receive the N2 Digital Sales Commission is conditioned on the continuance of the sales program. Franchisor reserves the right to modify and discontinue the sales program in Franchisor's sole discretion. The then-current N2 Digital Sales Commission shall be set forth in the Franchise Brand Standards Manual.

K. Promotions and Incentives. From time to time, Franchisor may provide Franchisee with the opportunity to participate in certain periodic promotions and incentives, including sales incentives, upon the same terms and conditions as other franchisees and as set forth in the Franchise Brand Standards Manual. Any such promotions and incentives shall be of limited duration and shall be subject to change by Franchisor in Franchisor's sole discretion. Franchisor shall have no obligation to offer promotions and incentives. In the event Franchisor makes any payments or provides value to Franchisee in connection with any promotion or incentive and later discovers that Franchisee did not qualify to receive any such award(s), Franchisee shall have the right to credit the value of any such erroneous awards against Franchisee's Commissions until any such erroneous awards have been repaid in full by Franchisee.

5. FRANCHISEE'S OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES

A. Standards Compliance. To protect the reputation and goodwill of Franchisor and to maintain the high standards of operation under the Marks, Franchisee must conduct its business in accordance with the Franchise Brand Standards Manual, other written directives which Franchisor may issue to Franchisee from time to time, and any other manuals and materials created or approved for use in the operation of the Franchised Business. At Franchisor's option, Franchisor may post the Franchise Brand Standards Manual on a website, extranet, or intranet. If Franchisor does so, Franchisee agrees to monitor and access the website, extranet, or intranet as Franchisor specifies for any updates to the Franchise Brand Standards Manual or Franchisor's standards, specifications, or procedures. Any passwords or other digital identifications necessary to access the Franchise Brand Standards Manual on the website, extranet, or intranet shall be deemed Confidential Information. Franchisee acknowledges and agrees that (i) the Franchise Brand Standards Manual is designed to protect Franchisor's Marks, brand image, goodwill, and System standards, and is not to control the day-to-day operation of the Franchised Business; (ii) following System standards and maintaining uniformity among all Franchised Businesses is important; and (iii) Franchisee further acknowledges and agrees that local conditions or other special circumstances may warrant a deviation from System standards, and Franchisor may, in its reasonable judgment, allow such deviation.

B. Approved Products and Services. Franchisee must offer only the products and services that have been expressly approved for sale in writing by Franchisor and must offer all of the products and services that Franchisor requires; Franchisee must discontinue offering any products or services which Franchisor may, in its sole discretion, disapprove in writing at any time; and Franchisee must refrain from deviating from Franchisor's standards and specifications without Franchisor's prior written consent. If Franchisor grants Franchisee the right to offer any products or services that are not contemplated by the Advertising Contracts described in Section 5.E.(1) below, then Franchisee shall use the form of contract Franchisor requires to document the sale of the products or services, which form shall require that all fees and amounts payable under such contracts must be paid directly to Franchisor or its affiliate or their designee, as applicable, in accordance with the terms thereof. Franchisee must not accept any payments from any purchaser of such products and/or services or in connection with complying with Franchisee's

obligations under this Agreement. Franchisor may terminate this Agreement for Franchisee's failure to comply with the requirements set forth in this Section 5.B.

C. Approved Suppliers. Franchisee must comply with all of Franchisor's requirements relating to the purchase of products, supplies, and/or services used or offered by the Franchised Business and if required, must purchase such items and/or services from suppliers approved by Franchisor, including without limitation payroll processing and insurance. Franchisee acknowledges and agrees that Franchisor may change the number of approved suppliers or distributors at any time and may designate itself, an affiliate, or a third party as the exclusive source for any or all items or services. Franchisor or its affiliates may receive payments, discounts, or other compensation from suppliers on account of the suppliers' dealings with Franchisor, Franchisee, or other franchisees. Franchisor and its affiliates may use any amounts that it or they receive from suppliers for any purpose that Franchisor deems or they deem appropriate. Further, Franchisor and its affiliates may make a profit on the sale of any goods or services to Franchisee. Franchisee hereby agrees that Franchisor and its affiliates are entitled to such profits, payments, discounts, or other compensation. Franchisee must receive prior, written approval from Franchisor before purchasing any products, supplies, or services from any supplier not already approved by Franchisor. If Franchisee desires to purchase, lease, or use any products, services, or other items from an unapproved supplier, Franchisee must submit to Franchisor a written request for such approval, or must request the supplier itself to make such request. When reviewing an item or supplier, Franchisor may consider various factors, including, but not limited to, pricing, quality, consistency, efficiency, effectiveness, control of and protection of proprietary information, ability to service the entire franchise system, data security, credit worthiness, and solvency. At Franchisor's request, Franchisee must pay or reimburse Franchisor for Franchisor's reasonable expenses incurred in the supplier/item approval process (whether or not approval of the supplier is granted). Franchisor has the right to require that its representatives be permitted to inspect the proposed supplier's business premises, software, security systems, or procedures, and require that samples from the proposed supplier be delivered, if applicable, either to Franchisor or to an independent laboratory designated by Franchisor, for testing. A charge, not to exceed the cost of the inspection and of the test (including Franchisor's administrative costs attributable to both), must be paid by Franchisee or the supplier. Franchisor reserves the right, at its option, to re-inspect from time to time the business premises and products of any approved supplier. Franchisor has the right to revoke, in its sole discretion, the approval of any item or supplier that fails to meet Franchisor's standards. Nothing in the foregoing shall be construed to require Franchisor to approve any particular item or supplier (even if it satisfies Franchisor's criteria), nor is Franchisor required to issue any item or supplier approval standards and specifications to Franchisees. Franchisor shall give Franchisee 60 days' prior written notice of its revocation of any previously approved supplier. Franchisee's failure to comply with the provisions of this Section 5.C. shall be deemed a material breach under this Agreement.

D. Training.

(1) Franchisee must successfully complete, as Franchisor determines, Franchisor's initial training program prior to commencing operations of the Franchised Business, which must be no later than 60 days after the Effective Date of this Agreement. Franchisee, Principals, and any other Independent Staff whom Franchisor may designate (for purposes of brand standards compliance and communications), must attend and complete any remedial or additional training that Franchisor may from time to time require. Franchisor may provide additional training in response to Franchisee's request in Franchisor's sole discretion. Initial training is provided at no additional charge to Franchisee, but Franchisee is responsible for all other costs associated with the training, which may include transportation, lodging, meals, wages, and other travel-related expenses. Franchisor reserves the right to provide the training in any form, whether in-person, virtual, or by other electronic means.

(2) If Franchisor requires, or if Franchisee requests, additional or remedial training, attendees of additional or remedial training may be required to pay Franchisor's then-current rate for such additional or remedial training or tuition/attendance fees charged by other third-party providers of such training. Franchisee is also responsible for all of its costs associated with training, including without limitation transportation, lodging, other travel-related costs, and wages. Training will be conducted at locations and using the methods designated by Franchisor.

(3) If Franchisor requires, Franchisee must complete Franchisor's required training and certification program in order to qualify to solicit leads for and facilitate client relationships with N2 Digital.

E. Management and Promotion of the Franchised Business. The Principal or operations manager named in Attachment E hereto must personally supervise and devote full-time attention to the day-to-day operations and management of the Franchised Business. Franchisee must obtain Franchisor's approval to use an operations manager and must obtain Franchisor's acceptance of the specific person serving as the operations manager. As applicable, the Principal must complete any training that Franchisor requires and execute the form of confidentiality, non-competition, and non-solicitation agreements that Franchisor requires. The operations manager must complete any training that Franchisor requires, pass a background check, and execute the form of confidentiality and non-solicitation agreements that Franchisor requires. Franchisee shall give Franchisor advance written notice of any change to its designated operations manager. Franchisee, through its Principal and/or operations manager, must diligently promote the sale of, and stimulate interest in, advertising in the Publication that Franchisee manages, however Franchisee must not agree, represent, or warrant to any advertiser that such advertiser will have any exclusive advertising rights and/or protection from competing advertisers.

In promoting the Publication, Franchisee, its Principal(s), operations manager, and other representatives, must:

(1) Solicit contracts for print advertising in the Publication from advertisers and digital advertising services ("**Advertising Contracts**"), quoting prices and terms set by Franchisor or its affiliate (or otherwise approved by Franchisor in writing), and using the form contracts provided by Franchisor or its affiliate. To the fullest extent permitted by applicable law, Franchisor and/or its affiliates reserve the right to establish maximum, minimum, or other pricing requirements with respect to Advertising Contracts. Moreover, Franchisor or its affiliate shall have ultimate discretion regarding whether to enter into, terminate, or modify any Advertising Contract. All Advertising Contracts, or other contracts related to the Publication, must be between Franchisor or its affiliate and the applicable Community, Industry Group, or advertiser, and Franchisee shall not be a party to, or a third-party beneficiary of, any such Advertising Contract or any other contract relating to the Publication. Franchisor and its affiliates shall have the right to control and direct all Advertising Contracts. Additionally, all fees and amounts payable under the Advertising Contracts must be paid directly to Franchisor or its affiliate or their designee, as applicable, in accordance with the terms thereof, and Franchisee must not accept any payments from any Community, Industry Group, or advertiser, nor shall Franchisee make payments on behalf of any Community, Industry Group, or advertiser for any reason. Franchisor may terminate this Agreement for Franchisee's failure to comply with the requirements set forth in this Section 5.E.(1). Franchisee shall not enter into Advertising Contracts or any other contract related to the Publication on Franchisor or its affiliate's behalf, and Franchisor and its affiliates are party to any Advertising Contract or any other contract related to the Publication, not Franchisee or its Principals.

(2) Forward to Franchisor or its affiliate all Advertising Contracts or other contracts related to the Publication which have been executed by a representative of an Industry Group or an advertiser, as applicable, for review, approval, and execution by Franchisor or its affiliate no later than 30

days after such contracts have been executed by the Industry Group or advertiser, as applicable, and enter all such contracts into the accounting system (Portal) designated by Franchisor within seven days from the date of sale.

(3) Franchisee must make at least ten Qualified Sales within the first sixteen weeks of Franchisee's operation of the Franchised Business ("**Pre-Print Sales Requirement**"). A "**Qualified Sale**" for purposes of this Agreement shall have the definition given such term in the Franchise Brand Standards Manual. If Franchisee fails to satisfy the Pre-Print Sales Requirement, Franchisor may provide Franchisee with a business improvement plan ("**Business Improvement Plan**") with metrics and strategies for Franchisee to improve its sale of Advertising Contracts. Any failure by Franchisee to successfully complete any Business Improvement Plan shall constitute a default under this Agreement and shall be grounds for termination.

(4) Each month, and for each Publication that Franchisee manages, Franchisee must solicit, gather, obtain, and, as applicable, generate, content for such Publication that complies with Franchisor's standards and requirements. Each month, and for each Publication that Franchisee manages, Franchisee must **(i)** comply with the minimum Ad-to-Content Ratio (expressed as a ratio of the total number of advertising pages in the Publication divided by the total number of pages in the Publication) corresponding to the applicable phase of the Publication, prescribed in the Franchise Brand Standards Manual; **(ii)** include a minimum number of pages that meet Franchisor's standard within each issue of the Publication, as prescribed in the Franchise Brand Standards Manual; and **(iii)** include a minimum number of neighborhood-specific articles, as prescribed in the Franchise Brand Standards Manual. Franchisor may change the minimum Ad-to-Content Ratio requirements, the minimum number of pages, and the minimum number of neighborhood-specific articles, and any other publication-quality or production standard prescribed in the Franchise Brand Standards Manual, at any time during the Term, in its discretion. If Franchisee fails to satisfy any of the foregoing requirements, Franchisor may provide Franchisee with a Business Improvement Plan with metrics and strategies for Franchisee to improve its Ad-to-Content Ratio, page count, or neighborhood-specific article count, as applicable. Any failure by Franchisee to successfully complete any Business Improvement Plan shall constitute a default under this Agreement and shall be grounds for termination.

(5) Separate from the publication-quality and production standards described in Section 5.E.(4), and as prescribed in the Franchise Brand Standards Manual, Franchisor may establish, modify, and enforce performance standards applicable to Franchisee and the operation of the Franchised Business, which may include a minimum monthly Commission, the minimum number of Qualified Sales per Quarter, and other minimum sales, revenue, or operational performance metrics. Franchisor may change the definition of Qualified Sales, the minimum number of Qualified Sales, and Quarter-related requirements, and may establish or change any other performance standard, at any time during the Term, in its discretion. A "**Quarter**" is a three-month period during a year. A new Quarter begins January 1, April 1, July 1, and October 1 of each year. If Franchisee fails to satisfy any performance standard described in this Section 5.E.(5), Franchisor may provide Franchisee with a Business Improvement Plan with metrics and strategies for Franchisee to improve its performance. Any failure by Franchisee to successfully complete any Business Improvement Plan shall constitute a default under this Agreement and shall be grounds for termination.

(6) Franchisee must complete each content, review, approval, and publishing task for the Publication set forth in the Franchise Brand Standards Manual by the deadlines set by Franchisor, as each may change from time to time.

(7) Distribute the Publication to all residents in Franchisee's Territory, as set forth in the mailing list provided by Franchisor ("**Mailing List**"), and all Publication advertisers, unless otherwise approved in writing. In the event Franchisee believes that the Mailing List should be adjusted, Franchisee may request such adjustments be made by Franchisor. Franchisor shall have sole discretion to approve or deny any adjustments requested by Franchisee. In no event may Franchisee modify the Mailing List without Franchisor's express written approval, in which case Franchisor would provide Franchisee with an updated Mailing List.

(8) Subject to the terms of this Agreement and the policies and requirements of the Franchise Brand Standards Manual, and at Franchisee's option, solicit leads for and facilitate client relationships with N2 Digital. At all times when Franchisee is promoting or soliciting the sale of N2 Digital goods and services or interaction with N2 Digital leads and clients, Franchisee shall conduct business in a manner that reflects favorably upon the N2 Digital goods and services and upon the good name, goodwill, and reputation associated with the Marks, Franchisor, and Franchisor's affiliates. At all times, all payments for N2 Digital goods and services shall be directed to Franchisor's affiliate. Neither Franchisee nor any of its Independent Staff shall directly or indirectly **(i)** make any representations on behalf of Franchisor's affiliate or Franchisor or with respect to the N2 Digital goods and services, except such as are expressly authorized by Franchisor's affiliate or Franchisor or are set forth in their authorized sales materials or **(ii)** engage in any unfair, misleading, or deceptive practices with respect to the N2 Digital goods and services.

(9) Subject to the terms of this Agreement and the policies and requirements of the Franchise Brand Standards Manual, organize local events for advertisers and, as applicable, members of Communities and/or members of Industry Groups. Franchisor has the right to implement a royalty on revenue generated from these events, which Franchisor can implement and subsequently change upon ninety (90) days' notice to Franchisee. Franchisee agrees to use the credit card processing platform that Franchisor designates to collect payments by credit card from sponsors or other participants in the event. Franchisee agrees to pay Franchisor's or its affiliate's then-current credit card fee on such payments. This fee may include the credit card transaction fees and a reasonable fee for Franchisor's or its affiliate's involvement with the administration of the payment platform. Franchisor may adjust the credit card fee in its discretion and on thirty (30) days' notice to Franchisee.

F. Participation in Strategic Partner Arrangements. Franchisor or other of Franchisor's franchisees may, from time to time, solicit, seek to establish, or establish one or more national or regional accounts with prospective advertisers and advertisers that may be located in, or have offices, branches, or some other presence in Franchisee's Territory ("**Strategic Partners**"). Franchisor has sole discretion in determining whether or not an advertiser or prospective advertiser is deemed a Strategic Partner. Franchisee has no right to solicit or sell advertising to a Strategic Partner but Franchisor may, at its discretion, establish a policy allowing Franchisee to do so, which policy Franchisor can revise in its sole discretion at any time. If Franchisee attempts to sell advertising to a Strategic Partner, Franchisee must strictly comply with all of Franchisor's or its affiliate's policies and requirements relating to such relationships, including honoring any pricing arrangement agreed to between Franchisor or its affiliate and each Strategic Partner. Franchisor reserves the right to designate, at any time, any of Franchisee's advertisers as a Strategic Partner.

G. Participation in Conferences. Franchisor may, but is not required to, offer, host, or arrange for national and/or regional conferences to be held one or more times each year. If Franchisor requires Franchisee's attendance at any such conference, then Franchisee shall attend and pay all related travel and attendance costs, which may include an attendance fee.

H. Office; Equipment.

(1) Franchisee may operate the Franchised Business from any facility it chooses, which may be Franchisee's home; provided that, Franchisee must register its business using a physical address and shall not register its business using a post office box. Franchisee's office must be located within a radius of 50 miles from the perimeter of Franchisee's Territory, unless Franchisor grants Franchisee a variance. Franchisor does not provide Franchisee any assistance in locating an office. Franchisee is solely responsible for conforming the facility to any local requirements.

(2) Franchisee must acquire and use any computer (including tablets), hardware, cloud systems, artificial intelligence tools, and software for the operation of the Franchised Business that Franchisor requires, including any enhancements, additions, substitutions, modifications, upgrades, and specific models or versions ("**Technology**"). Franchisor may also require Franchisee to license from Franchisor, or others Franchisor designates, any computer software Franchisor develops or acquires for use in connection with the Franchised Business and pay any fees associated with any such software licenses. Franchisee agrees that changes to Technology are dynamic and unpredictable. To provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new standards for the implementation of Technology in the System; and Franchisee agrees that Franchisee will abide by any such reasonable new standards established by Franchisor, at Franchisee's sole cost and expense. Franchisee may be required to pay additional or increased fees to Franchisor, Franchisor's affiliates, or third-party suppliers, as a result of changes to Technology; and Franchisee may be required to purchase new or additional Technology.

(3) If Franchisor provides Franchisee with any Technology or Software Programs, or requires specific cloud systems and software, Franchisor reserves the right to maintain complete access, at all times, to such provided Technology or Software Programs, or required cloud systems and software without Franchisee's permission, and Franchisee must provide Franchisor all passwords and other login credentials associated with the foregoing at Franchisor's request. Otherwise, Franchisor does not have independent access to Franchisee's personal computer.

(4) Despite the fact that Franchisee agrees to buy, use, and maintain the Technology and Software Programs according to Franchisor's standards and specifications, Franchisee shall have sole and complete responsibility for: **(1)** the acquisition, operation, maintenance, and upgrading of the Technology and Software Programs; **(2)** the manner in which the Technology and Software Programs interface with Franchisor's and any third party's computer system; and **(3)** any and all consequences if the Technology or Software Programs are not properly operated, maintained, and upgraded. Franchisee acknowledges and agrees that Franchisor shall have no responsibility under any circumstances for any malfunction or "crash" of any Technology or Software Programs provided by, required by, or approved by Franchisor, including, but not limited to, for any data lost as a result of any such malfunction or "crash."

(5) Except as permitted by and in accordance with the Franchise Brand Standards Manual, Franchisee is expressly prohibited from utilizing any form of artificial intelligence ("**AI**") in the operation, management, or marketing of the Franchised Business or the Publication without Franchisor's express written approval. This prohibition includes, but is not limited to, a prohibition on using AI-driven customer service, data analysis, image generation, text generation, code generation, sound generation, and decision-making tools. Any breach of this provision will be considered a material violation of this Agreement.

I. Disclosure and Franchisee's Investigation of this Franchise.

(1) Franchisee understands and agrees that Franchisor may operate and change the System and Franchisor's business in any manner that is not expressly and specifically prohibited by this Agreement. Without limitation of the foregoing, Franchisee acknowledges that the products and services to

be offered by Franchisee may be supplemented, improved, or otherwise modified from time to time by Franchisor.

(2) Whenever Franchisor has expressly reserved in this Agreement, or is deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, then except as otherwise expressly and specifically provided in this Agreement, Franchisor may make its decision or exercise its right and/or discretion on the basis of Franchisor's judgment of what is in Franchisor's best interests, including, without limitation, Franchisor's judgment of what is in the best interests of Franchisor's franchise network at the time Franchisor's decision is made or Franchisor's right or discretion is exercised, without regard to whether: **(i)** other reasonable alternative decisions or actions could have been made by Franchisor; **(ii)** Franchisor's decision or the action Franchisor takes promotes its financial or other individual interest; **(iii)** Franchisor's decision or the action Franchisor takes applies differently to Franchisee and one or more other franchisees or Franchisor's internal operations or its affiliates' operations; or **(iv)** Franchisor's decision or the exercise of Franchisor's right or discretion is adverse to Franchisee's interests. In the absence of an applicable statute, Franchisor shall have no liability to Franchisee for any such decision or action. Franchisor and Franchisee intend that the exercise of Franchisor's right or discretion shall not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Franchisor and Franchisee agree that such covenant shall not imply or impute any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Franchisor the right to make decisions, take actions, and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

J. Organization. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee represents and warrants the following:

(1) Franchisee is duly organized and validly existing under the laws of the state of its formation;

(2) Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

(3) Franchisee's corporate charter or written partnership or limited liability company agreement shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchised Business;

(4) The execution of this Agreement and the performance of the transactions contemplated hereby are within Franchisee's corporate power, if Franchisee is a corporation, or if Franchisee is a partnership or a limited liability company, are permitted under Franchisee's written partnership or limited liability company agreement and have been duly authorized by Franchisee; and

(5) Franchisee has provided to Franchisor prior to the execution of this Agreement, and from time to time during the Term shall provide to Franchisor at Franchisor's request, copies of Franchisee's articles of incorporation and bylaws or, as applicable, Franchisee's written partnership or limited liability company agreement, other governing documents, any amendments to such documents, resolutions authorizing Franchisee's entry into and performance of this Agreement, and any certificates, buy-sell agreements, or other documents restricting the sale or transfer of Franchisee's stock or other ownership interests and any other documents that Franchisor may reasonably request.

K. Ownership; Principals' Undertaking.

(1) If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee represents and warrants that the ownership interests in Franchisee are accurately and completely described in Attachment E. If Franchisee is a corporation, Franchisee shall maintain at all times a current list of all owners of record and all beneficial owners of any class of equity securities in Franchisee or, if Franchisee is a partnership, limited liability company, or other form of legal entity, Franchisee shall maintain at all times a current list of all owners of an interest in the partnership, limited liability company, or other entity. Franchisee shall make its list of owners available to Franchisor upon request.

(2) If Franchisee is a corporation, Franchisee shall maintain stop-transfer instructions against the transfer on its records of any of its equity securities and each stock certificate representing stock of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to Franchisor that it is held subject to all restrictions imposed by this Agreement upon any transfer or assignment of such stock. If Franchisee is a partnership or limited liability company, its written partnership or limited liability company agreement shall provide that ownership of an interest in the partnership or limited liability company is held subject to all restrictions imposed by this Agreement upon any transfer or assignment of such interests.

(3) The Principals that Franchisor designates are set forth in Attachment E and must sign the Principal's Undertaking, Attachment C to this Agreement.

L. Legal Compliance. In addition to complying with Franchisor's obligations under this Agreement, Franchisee must comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. Such laws, rules, regulations, ordinances, and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances, and orders and to adhere to them at all times during the Term. Without limiting the foregoing, Franchisee certifies that neither Franchisee nor any of Franchisee's Principals, Independent Staff, or anyone associated with Franchisee is listed in connection with any Anti-Terrorism Law (including, but not limited to, the Annex to Executive Order 13224 (The Annex is available at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx)), and Franchisee agrees not to hire or have any dealings with a person so listed. Franchisee further certifies that Franchisee has no knowledge or information that, if generally known, would result in Franchisee, Franchisee's Principals, Independent Staff, or anyone associated with Franchisee being so listed. Franchisee agrees to comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti- Terrorism Laws and, in connection with such compliance, Franchisee represents and warrants that none of Franchisee's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and Franchisee's Principals and its Independent Staff are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining which actions it must take to comply with all Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that its indemnification responsibilities as provided in this Agreement pertain to its obligations under this Section 5.L. Any misrepresentation by Franchisee under this Section 5.L. or any violation of the Anti-Terrorism Laws by Franchisee, its Principals, or Independent Staff shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or any of its affiliates.

M. Intellectual Property Representations and Warranties. Franchisee represents and warrants to Franchisor **(1)** that any and all content Franchisee **(a)** uses, shares, or posts in connection with any Online Presence and **(b)** submits or causes to be submitted for publication in any N2 publication, and that Franchisor's affiliate's publication of such content, shall not violate any law or right (including those of Franchisor, its affiliates, and any third party), including but not limited to intellectual property rights, such as copyright, trademark, or likeness; and **(2)** that Franchisee shall not use in any manner or suggest any

association with the intellectual property of any other party without all necessary rights, permissions, or authority necessary to do so. Franchisee represents and warrants that it has and will obtain all necessary rights, permissions, or authority to use, and to have Franchisor's affiliate publish, all content that Franchisee submits or causes to be submitted. The Franchisee Indemnifying Parties (as defined in Section 12.B.(1) below) shall indemnify, defend, and hold harmless the Indemnitees (as defined in Section 12.B.(1) below) to the fullest extent permitted by law, from any and all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted), which arises out of or is based upon **(i)** the content Franchisee solicits, gathers, obtains, or generates, in connection with the operation of the Franchised Business; **(ii)** the content Franchisee submits, or causes to be submitted, for publication in any N2 publication; and **(iii)** any breach by Franchisee of this representation and warranty.

N. Powers of Attorney. Franchisee hereby appoints Franchisor as Franchisee's true and lawful attorney-in-fact, with full power and authority to assign to Franchisor upon the termination, expiration, or transfer of this Agreement all rights to any Online Presences (including social media accounts and webpages), telephone number(s) (including personal cellphone numbers), and any business listings related to or associated with the Franchised Business. Such power of attorney shall survive the expiration, termination, or transfer of this Agreement, and Franchisee agrees to execute such forms and documents as Franchisor deems necessary to appoint Franchisor as Franchisee's true and lawful attorney-in-fact with full power and authority for the foregoing purposes. Franchisor shall not assume any obligations for costs or expenses related to such Online Presences (including social media accounts and webpages), telephone number(s) (including personal cellphone numbers), and business listings that accrued prior to the date on which they were acquired by Franchisor. Franchisee agrees to execute the form of Listing Assignment attached hereto as Attachment G.

O. No Competing Interests. Franchisee warrants and represents that neither Franchisee nor any of its affiliates or Principals, own, operate, or have any financial or beneficial interest in any business that is the same as or similar to a Franchised Business or the publishing business of N2 Co.; nor is Franchisee or any of its affiliates or Principals bound by any confidentiality, non-disclosure, non-competition, and/or non-solicitation agreement(s) such that entering into this Agreement will violate such agreement(s).

P. Related-Party Ownership. Franchisee and each Owner hereby represents and warrants that, except for the (a) Franchised Business or (b) a business which Franchisee has previously disclosed in writing to Franchisor and which Franchisor has specifically excepted from the following representation, warranty, and covenant ("**Approved Business**"), neither Franchisee, nor any Owner, nor any of their respective affiliates, Principals, or immediate family members (including, but not limited to, parents, spouses, or children) directly or indirectly owns, operates, manages, consults with, or otherwise assists in the operation of any franchise or publishing business of Franchisor or N2 Co. Moreover, Franchisee and each Owner hereby covenants that, during the Term, neither Franchisee nor any Owner shall, nor shall Franchisee or any Owner permit their respective affiliates, Principals, or immediate family members (including, but not limited to, parents, spouses, or children) to, acquire, own, operate, manage, consult with, or otherwise assist in the operation of any franchise or publishing business of Franchisor or N2 Co. without the prior written consent of Franchisor, which consent Franchisor may withhold in its sole discretion.

Q. Performance by Delegate. Franchisee acknowledges and agrees that any rights or duties of Franchisor may be exercised and/or performed by any of Franchisor's affiliates, designees, agents (who may be an unaffiliated third party), or employees.

R. Submission of Information and Timely Communication. Franchisee must promptly provide to Franchisor or its affiliates any information relating to the Franchised Business as Franchisor or its

affiliates may reasonably require and in the manner they require. Additionally, Franchisee must promptly respond to Franchisor's or its affiliates' requests for direction, information, or approvals that are reasonably necessary for Franchisor to perform its obligations under this Agreement or for the relevant affiliate to publish the Publication. Franchisee must also promptly provide to Franchisor or its affiliates the materials, content, or information that Franchisor may reasonably request to perform its obligations under this Agreement or for the relevant affiliate to publish the Publication.

S. Fines. For each instance where Franchisee fails to obtain prior written approval for advertising or promotional plans and materials, offers unauthorized products or services, or otherwise fails to comply with the System operating standards or the Franchise Brand Standards Manual, Franchisor shall, at Franchisor's option, have the right to levy a fine in an amount up to $500 for the first instance and up to $1,000 for a second or subsequent instance. The imposition of a fine pursuant to this section shall not act as a waiver of any of Franchisor's other remedies under this Agreement. Furthermore, Franchisor has the right to collect any such fines by means of EFT. Franchisor reserves the right to charge Franchisee for Franchisor's and its affiliates' costs to respond and/or resolve a complaint related to the Franchised Business by the advertisers, clients, or other parties that Franchisee does not satisfactorily resolve.

T. Ownership of Content. Franchisor is and shall be the sole and exclusive owner in perpetuity of all right, title and interest in and to the content created by Franchisee, Franchisee's Independent Staff, or Principals in connection with the Franchised Business, including without limitation all intellectual property rights. Franchisee and Franchisee's Principals agree that (i) such content is work made for hire for Franchisor as defined in Section 101 the Copyright Act of 1975 and (ii) Franchisor is and shall be considered the sole and exclusive author of such content for all purposes. To the extent any part of such content does not qualify as a work made for hire, Franchisee, Franchisee's Independent Staff, and Principals hereby irrevocably assign, transfer, and otherwise convey to Franchisor in perpetuity, all right, title, and interest in and to the content created in connection with the Franchised Business and waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's Principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such content in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. Each of Franchisee and Franchisee's Principals hereby irrevocably designates and appoints Franchisor as its or their agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance intellectual property right related to any content. In the event that the foregoing provisions of this Section 5.T. are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's Principals hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully paid license to use and sublicense the use of the content to the extent such use or sublicense would, absent this Agreement, directly or indirectly, infringe Franchisee's or their rights therein.

U. Improvements. If Franchisee, Franchisee's Independent Staff, or Principals develop any new concept, process, or improvement in the operation or promotion of the Franchised Business ("**Improvement**"), Franchisee agrees to promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such Improvement shall become Franchisor's sole property, and Franchisor shall be the sole owner of all related patents, patent applications, and other intellectual property rights. Franchisee and Franchisee's Principals hereby assign to Franchisor any rights Franchisee or they may have or acquire in any Improvement, including the right to modify any Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's Principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. Each of Franchisee and Franchisee's Principals hereby irrevocably designates and appoints Franchisor as its or their agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the

prosecution and issuance of patents or other intellectual property rights related to any such Improvement. In the event that the foregoing provisions of this Section 5.U. are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's Principals hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully paid license to use and sublicense the use of any Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly, infringe Franchisee's or their rights therein.

V. Client and Other Data. Franchisee shall maintain a current list of the names, businesses, addresses, email addresses and telephone numbers of the advertisers and prospective advertisers who have provided such information to the Franchised Business ("**Client List**"). Franchisee shall provide the Client List to the Franchisor upon request. The Client List shall be the property of Franchisor. Franchisee shall not disclose such information to any person or entity other than Franchisor, delete such list, or sell such list(s) or any portions thereof to any person or entity without the express written consent of Franchisor. Likewise, any other data collected by Franchisee or Franchisee's information technology system (Client List and the other data collectively referred to herein as "**Franchised Business Data**") is deemed to be owned by Franchisor, and Franchisee agrees to furnish the Franchised Business Data to Franchisor at any time that Franchisor requests it. Franchisor hereby grants Franchisee a limited license to use Franchised Business Data while this Agreement or a successor franchise agreement is in effect, but only in accordance with the policies that Franchisor establishes periodically and applicable law. Franchisee shall not be due any compensation based upon Franchisor's use of the Franchised Business Data. Franchisee may not sell, transfer, or use Franchised Business Data for any purpose other than operating the Franchised Business in accordance with the terms of this Agreement and the Franchise Brand Standards Manual.

W. Personal Information and Data Privacy.

(1) Definition of Personal Information. As used in this Agreement, "**Personal Information**" means (i) any information that can be used to identify, locate, or contact an individual or household, including but not limited to Franchisee's Independent Staff, the advertisers, and recipients of the Publication, and (ii) information that is defined as protected, personal information under any Privacy Law (as defined below).

(2) Data Protection and Security Policies. Franchisee shall comply with, or, as applicable, adopt policies consistent with the then-current version of Franchisor's data protection and security policies as may be described in the Franchise Brand Standards Manual ("**Data Protection and Security Policies**"). Such policies may govern how Franchised Business Data and Personal Information contained in such data shall be collected, used, store, processed, shared, or destroyed. Franchisor has the right, but not the obligation, to create such Data Protection and Security Policies. Franchisee acknowledges that Franchisor may supplement, modify, or amend the Data Protection and Security Policies from time to time in its sole discretion, and that Franchisee shall comply with such modifications or amendments within thirty (30) days of notice from Franchisor. Franchisor may require Franchisee to institute a data privacy policy for its Franchised Business. Franchisee shall not publish, disseminate, implement, revise, or rescind any data privacy policy without Franchisor's prior written consent.

(3) Privacy Laws. Franchisee represents, warrants, and covenants that it shall comply with (i) all applicable prevailing industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council ("**PCI-DSS**"); (ii) those mandatory Data Protection and Security Policies, if any; and (iii) all applicable international, federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information (collectively, "**Privacy Laws**").

(4) Marketing; Consumer Protection. Franchisee shall be solely responsible for compliance with all laws pertaining to emails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("**CAN-SPAM Act of 2003**"), and to use of automatic dialing systems, SMS text messages, and artificial or prerecorded voice messages, including but not limited to the Telephone Consumer Protection Act of 1991 ("**TCPA**"), as amended from time to time. Franchisee must comply with other applicable consumer protection laws and regulations.

(5) Security Breach. Franchisee shall cooperate with Franchisor in any audit or inspection that Franchisor may conduct from time to time relating to Franchisee's processing of Personal Information. In addition, if Franchisee becomes aware of any actual or suspected unauthorized access, processing, loss, use, disclosure, alteration, destruction, transfer, or other compromise or acquisition of or access to any Personal Information, whether such information is stored in paper or electronic form, or information that might reasonably expose Franchisor to any harm or prejudice of any type or actual or suspected intrusion by an unauthorized third party into Franchisee's or Franchisor's computers, networks, servers, IT resources, or paper files ("**Security Breach**"), Franchisee shall immediately notify the Franchisor via telephone of such matter and shall thereafter cooperate with Franchisor to investigate and remedy such matter. Except to the extent required by applicable law, no public disclosure of any instance of such unauthorized access or breach shall be made by Franchisee unless Franchisor has authorized the provision of notice and the form of such notice in writing. Franchisee shall reimburse Franchisor for all reasonable Notification and Remediation Related Costs (as defined below) incurred by Franchisor arising out of or in connection with any such Security Breach that is directly or indirectly caused by Franchisee, its Principals, and its Independent Staff. "**Notification and Remediation Related Costs**" means Franchisor's internal and external costs associated with addressing and responding to any Security Breach, including but not limited to: (i) preparation and mailing or other transmission of legally required notifications to affected individuals, regulators, and attorneys general; (ii) preparation and mailing or other transmission of such other communications to customers, agents, or others as Franchisor deems reasonably appropriate; (iii) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points, and training); (iv) engagement of information technology consultants, public relations, and other similar crisis management services; (v) payment of legal and accounting fees and expenses associated with Franchisor's investigation of and response to such Security Breach; and (vi) payment of costs for commercially reasonable credit reporting services that are associated with legally required notifications or are advisable under the circumstances. Franchisee Indemnifying Parties agree to hold harmless, defend and indemnify Indemnitees from and against any and all losses, expenses, judgments, claims, attorney fees and damages arising out of or in connection with any claim or cause of action in which Indemnitees shall be a named defendant and which arises, directly or indirectly, out of the operation of, or in connection with a Security Breach or Franchisee Indemnifying Parties' violation of any Privacy Law, Data Protection and Security Policies, consumer protection-related law or regulation, email marketing and other marketing laws and regulations, and the PCI-DSS.

(6) Personal Information Consent and Requests. Franchisee is responsible for obtaining any required consent to the collection, use, storage, processing, and sharing of Personal Information from all parties from which it is required to obtain consent under the Privacy Laws or Data Protection and Security Policies. Franchisee shall retain copies of all such consents and store them and share them with Franchisor in the manner Franchisor requires. Franchisee shall fully comply with Data Protection and Security Policies and Privacy Laws as they relate to any person's exercise of his or her rights under the Privacy Laws. If any person contacts Franchisee seeking to exercise any right under law pertaining to Personal Information, Franchisee shall comply with such request in accordance with the terms of this Agreement, including the Data Protection and Security Policies, the Franchise Brand Standards Manual, the Privacy Laws, and as otherwise instructed by Franchisor. If requested by Franchisor,

Franchisee must cooperate or coordinate with Franchisor to provide information about the way that Franchisee has collected, used, stored, processed, and shared Personal Information.

(7) Use of Personal Information. Franchisee represents, warrants, and covenants that it shall not collect, use, store, process, or share Personal Information unless such action is permitted by (i) the terms of this Agreement, (ii) the terms of the Data Protection and Security Policies, (iii) the standards in the Franchise Brand Standards Manual, (iv) Privacy Laws, and if, applicable, (v) written approval of Franchisor. Franchisee shall collect, use, store, process, and share Personal Information only for purposes of operating the Franchised Business. Franchisee shall not sell Personal Information. Franchisee shall not re-identify any Personal Information that has been de-identified. If Franchisee engages any vendor that will collect, use, store, process, or share Personal Information, Franchisee must contractually bind such vendor to any data protection obligations that Franchisor requires.

X. Continuing Obligations. Franchisee and Franchisee's Principals make the foregoing representations, warranties, and covenants understanding that such representations, warranties, and covenants are continuing obligations. Franchisee agrees to cooperate with Franchisor to verify the continuing compliance of Franchisee and its Principals with such representations, warranties, and covenants. Any failure to comply with these representations, warranties, and covenants shall constitute a material event of default under this Agreement.

Y. Background Checks. Franchisor has the right to obtain background checks on Franchisee and its Principals.

Z. Crisis. Franchisee shall notify Franchisor immediately upon the occurrence of any situation that may have a significant negative impact on Franchisee, Franchisor, the Publication, or which could have a deleterious effect on the BELOCAL brand, Marks or System (a "**Crisis**"). Franchisee shall cooperate fully with Franchisor with respect to Franchisor's response to any Crisis and shall follow all of Franchisor's policies, procedures, and instructions in every such situation, including, without limitation, instructions regarding managing public relations and communications, as directed by Franchisor or as specified in the Franchise Brand Standards Manual and regardless of whether Franchisee has retained outside counsel or a public relations firm to assist with any such matter. A "Crisis" includes, but is not limited to, any event that occurs in connection with the Franchised Business or Publication that has or may cause harm or injury to the public, advertisers, or Independent Staff. In the event of the occurrence of a Crisis, Franchisor may establish emergency procedures which may require Franchisee to temporarily cease publishing the Publication, in which case Franchisor shall not be liable to Franchisee for any loss or costs, including consequential damages or lost profits occasioned thereby. Franchisor shall have the right to take control of the management of communications if Franchisor determines that the publicity surrounding the event is likely to have a material adverse effect on the reputation or goodwill of the Franchised Business, Publication, Marks, System, or Franchisor. Franchisee shall obtain Franchisor's consent before any press releases, interviews, or public statements are issued by Franchisee, or anyone on its behalf, about events that are likely to receive or are receiving significant negative public attention related to the Franchised Business, Publication, Marks, System, or Franchisor.

AA. No Warranties. FRANCHISOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES, MAKE NO WARRANTY WITH RESPECT TO ANY PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES OR OTHER ITEMS FRANCHISOR, ITS AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, APPROVE, SUPPLY, OR REQUIRE FRANCHISEE TO PURCHASE OR USE. FRANCHISOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUCH PRODUCTS, EQUIPMENT, SUPPLIES, OR OTHER APPROVED ITEMS.

BB. Artificial Intelligence. Franchisee shall comply with any policies, procedures, and standards developed by Franchisor from time to time regarding use of artificial intelligence tools in the Franchised Business, with Franchised Business Data, or in connection with the Publication. As between Franchisee and Franchisor, and unless otherwise provided for in Franchisor's policies, procedures, and standards, Franchisor shall own all data used as the input to and output from any artificial intelligence tools. Unless otherwise provided for in Franchisor's policies, procedures, and standards, Franchisee shall obtain Franchisor's prior consent before using artificial intelligence tools (including but not limited to uploading Franchised Business Data), in connection with the Franchised Business Data, Franchised Business, or Publication.

6. FRANCHISOR'S OBLIGATIONS

Franchisor agrees to provide, or cause to be provided, the following to Franchisee:

A. Franchise Brand Standards Manual. During the initial training program and throughout the Term, access to the Franchise Brand Standards Manual, either in paper and/or electronic form. The Franchise Brand Standards Manual is Confidential Information.

B. Software Programs. For a reasonable fee, any Software Programs that Franchisor acquires or develops for use in the System; provided, that Franchisor is under no obligation to develop or acquire such Software Programs.

C. Operational Advice. Ongoing advice and written materials, as Franchisor deems necessary in its sole discretion, concerning techniques for managing and operating the Franchised Business.

D. Approved Products, Services, and Suppliers. From time to time, as Franchisor deems appropriate, a list of approved products, services, and suppliers.

E. Training. An initial training program for Franchisee and additional training as determined by Franchisor in its sole discretion.

7. CONFIDENTIALITY; COVENANTS AGAINST UNFAIR COMPETITION AND SOLICITATION.

A. Non-Disclosure of Confidential Information. Franchisee and Principals agree that the Confidential Information is solely owned by Franchisor, and this Agreement does not grant to Franchisee or any Principal any rights in or to the Confidential Information. Franchisee and Principals further agree that the use or duplication of any of the Confidential Information in any other business would constitute an unfair method of competition. Franchisee and Principals acknowledge that Franchisor desires to maintain the confidentiality of the Confidential Information and is making it available to Franchisee for the sole purpose of Franchisee using the Confidential Information in connection with the operation of the Franchised Business under the terms and conditions of this Agreement. Franchisee and Principals further acknowledge and agree that the Confidential Information is proprietary to and a valuable trade secret of Franchisor and that any disclosure or unauthorized use thereof will cause irreparable loss and harm to Franchisor. Franchisor and Principals acknowledge and agree that no Confidential Information may be uploaded to, processed by, or disclosed to any publicly available AI system model, or dataset without the prior written consent of Franchisor. In consideration of the opportunity to obtain access to the Confidential Information, Franchisee and each Principal agree and covenant that, during the Term and following the expiration or termination of this Agreement, regardless of the cause thereof, Franchisee and each Principal shall:

(1) Use the Confidential Information exclusively in conjunction with the operation of the Franchised Business and to carry out the obligations of Franchisee pursuant to the terms of this Agreement and not for any other purpose, and shall refrain from disclosing the Confidential Information to any third person or entity not directly associated with Franchisee, except as may be required by law. In the event Franchisee, any Principal, or any persons to whom any Confidential Information was lawfully disclosed become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Information, Franchisee and Principals shall provide Franchisor with prompt prior written notice of such requirement so that Franchisor may seek a protective order or other appropriate remedy and/or waive compliance with the terms hereof. In the event that such protective order or other remedy is not obtained, or that Franchisor waives compliance with the provisions hereof, Franchisee and Principals agree to furnish only that portion of the Confidential Information which Franchisee and/or Principals are advised by written opinion of counsel is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such disclosed Confidential Information;

(2) Ensure that all counsel, accountants, and other representatives of Franchisee and/or Principals who are given access any Confidential Information on behalf of Franchisee or any Principal comply with the confidentiality provisions of this Agreement. Franchisee and each Principal are, jointly and severally, fully responsible for any breach of this Agreement by any person to whom access to the Confidential Information is given by Franchisee, any Principals, or any of their representatives;

(3) Not make any copies of the Confidential Information for any purpose that is not directly related to the Franchised Business;

(4) Not upload or download, or attempt to upload or download, any Confidential Information that is not directly related to the Franchised Business; and

(5) Upon termination, expiration, or transfer of this Agreement, promptly return to Franchisor all Confidential Information and all copies thereof.

For clarity, any attempt by Franchisee (using any method) to upload, download, or copy into any format any Confidential Information that is not directly related to the Franchised Business, including without limitation, client and advertiser information, shall constitute grounds for immediate termination of this Agreement.

B. In-term Noncompetition. Franchisee and Owners represent that they are not currently working with or for any Person engaged in any Competitive Business (as defined in Section 7.G. below). Franchisee and each Owner specifically acknowledge that they will receive valuable Confidential Information beyond their present skills and experience and that such Confidential Information provides a competitive advantage. In consideration for gaining access to Confidential Information, the use of the Marks, and other valuable consideration associated with the grant of the right to operate the Franchised Business, Franchisee and each Owner agree that, during the Term, neither Franchisee nor any Owner shall, for themselves, or through or on behalf of or in conjunction with any other person or entity, own, maintain, operate or engage in any Competitive Business or provide any Competitive Services at any location within the United States, its territories or commonwealths, or any other country, province, state, or geographic area in which Franchisor or its affiliates have used, sought registration of, or registered the Marks or similar marks or operated or granted others (including other of Franchisor's franchisees) the right to operate a business under the Marks or similar marks.

C. In-term Non-solicitation. Franchisee and each Principal specifically acknowledge that they will receive valuable Confidential Information beyond their present skills and experience and that such Confidential Information provides a competitive advantage. In consideration for gaining access to Confidential Information, the use of the Marks, and other valuable consideration associated with the grant of the right to operate the Franchised Business, Franchisee and each Principal agree that during the Term, neither Franchisee nor any Principal shall, for themselves, or through or on behalf of or in conjunction with other persons or entities, solicit or attempt to solicit, using any form of oral, written, or electronic communications, (i) any current franchisee of Franchisor, or (ii) any current or prospective business advertiser of Franchisor (or any of its affiliates) with whom Franchisee or any Principal interacted for the purpose of soliciting, offering, or accepting goods or services that are competitive with those offered by Franchisee, Franchisor, or any of Franchisor's affiliates.

D. Post-term Noncompetition. For a period of two years after the termination, expiration, or transfer of this Agreement, regardless of the reason for such termination, expiration, or transfer, Franchisee and its Owner(s) shall not, within the Restricted Territory (as defined in Section 7.G. below):

(1) own, operate, or manage any Competitive Business, or

(2) engage in, provide, or assist others in engaging in or providing any Competitive Services; or

(3) perform any activities for or relating to a Competitive Business, the performance of which would reasonably be likely to involve the use or disclosure of Confidential Information, and which activity is similar to the activities Franchisee or the Owner(s) engaged in during the twelve-month period prior to the termination, expiration, or transfer of this Agreement.

E. Post-term Non-solicitation. For a period of two years after the termination, expiration, or transfer of this Agreement, regardless of the reason for such termination, expiration, or transfer, Franchisee and its Principal(s) shall not, solicit or attempt to solicit, using any form of oral, written, or electronic communications, (i) any current franchisee of Franchisor, or (ii) any current or prospective business advertiser of Franchisor (or any of its affiliates) with whom Franchisee or any Principal interacted during the twelve-month period prior to the termination, expiration, or transfer of this Agreement, for the purpose of soliciting, offering, or accepting goods or services that are competitive with those offered by Franchisee, Franchisor, or any of Franchisor's affiliates.

F. Exception. Nothing herein shall prohibit Franchisee or any Principal from owning, solely as an investment, securities of any Person traded on any national securities exchange if neither Franchisee nor any Principal controls, or is a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person.

G. Definitions.

(1) Restricted Territory. The term "**Restricted Territory**" means the following divisible and severable territorial divisions:

(i) the territories of and a ten-mile radius around the perimeter of the territory of any publication business owned by Franchisor, its affiliates, or its franchisees (including the Territory); or

(ii) only if the foregoing is determined to be too broad by an arbitrator or court of law, the territories of any publication business owned by Franchisor, its affiliates, or its franchisees (including the Territory);

(iii) only if the foregoing is determined to be too broad by an arbitrator or court of law, the territories of any of Franchisor's franchisees (including the Territory); or

(iv) only if the foregoing is determined to be too broad by an arbitrator or court of law, a ten-mile radius around the perimeter of the Territory and the Territory; or

(v) only if the foregoing is determined to be too broad by an arbitrator or court of law, the Territory.

(2) Competitive Business. The term "**Competitive Business**" includes the following divisible and severable business lines or services (each a "**Competitive Service**") which the Franchisee's Franchised Business provided **(a)** for covenants applicable during the Term, during the Term and **(b)** for covenants applicable post-term, at any time within the twelve-month period prior to the termination, expiration, or transfer of this Agreement:

(i) selling digital and/or print advertising to businesses for publication in or related to digital or print publications that compete with any N2 publication(s), including BELOCAL publications;

(ii) publishing and/or facilitating the publishing of digital or print publications that compete with any N2 publication(s), including BELOCAL publications;

(iii) developing relationships among members of Communities within the Territory, or members of Industry Groups within the Territory and within ten miles of the Territory, for the purpose of selling or marketing digital or print publications that compete with any N2 publication(s), including BELOCAL publications;

(iv) organizing, sponsoring, or hosting events for advertisers in the Publication or members of Communities within the Territory, or members of Industry Groups within the Territory and within ten miles of the Territory, for the purpose of selling or marketing digital or print publications, or digital or print advertising in digital or print publications, that compete with any N2 publication(s); or

(v) offering or selling digital marketing and advertising services which are offered or sold by Franchisor or its affiliates or are or were offered and sold by Franchisee.

H. Reasonableness of Covenants. Franchisee and Principals agree that the preceding covenants contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other legitimate business interests of Franchisor. Each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 7. is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealable final decision to which Franchisor is a party, Franchisee and Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 7. Franchisee and Principals further understand and agree that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section 7., or any portion thereof, without the consent of Franchisee or any Principal, effective immediately upon notice to Franchisee or Principals, and Franchisee and Principals agree that they will promptly comply with any covenant as so modified. The time periods set forth in this Section 7 will be tolled for any period of noncompliance.

I. Remedies. Franchisee and Principals agree that the obligations in this Section 7. are necessary and reasonable in order to protect Franchisor and expressly agree that monetary damages would be inadequate to compensate Franchisor for any breach of any covenant or agreement set forth herein. Accordingly, Franchisee and Principals agree and acknowledge that any such violation or threatened violation will cause irreparable injury to Franchisor for which no adequate remedy at law may be available and that, in addition to any other remedies that may be available, in law, in equity, or otherwise, Franchisor is entitled to obtain injunctive relief and specific performance against Franchisee and/or Principals for any threatened breach of this Section 7. or the continuation of any such breach, without proof of actual damages and without the posting of any bond. Franchisee and Principals further agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in connection with the enforcement of this Section 7., including payment of all costs and expenses for obtaining injunctive relief or any other remedy available to Franchisor for any violation of the requirements of this Section 7.

J. Execution of Covenants by Franchisee's Principals and Management. Franchisee agrees to require and obtain the execution of confidentiality, non-compete, and non-solicit covenants similar to those set forth in this Section 7. from all of Franchisee's Principals not signing the Principals' Undertaking. At Franchisor's request, Franchisee agrees to require and obtain the execution of confidentiality, non-compete, and non-solicit covenants similar to those set forth in Section 7. from any other of Franchisee's Independent Staff receiving access to Confidential Information. These covenants must be substantially in the forms set forth in Attachment D-1 and/or D-2; however, Franchisor reserves the right, in Franchisor's sole discretion, to decrease the scope of the covenants set forth in Attachments D-1 and D-2 or eliminate such covenants altogether for any person that is required to execute such agreement. Under no circumstances, however, will Franchisor control the forms of employment agreements used by Franchisee with its Independent Staff or otherwise be responsible for Franchisee's labor or employment practices.

8. USE OF MARKS AND COPYRIGHTED MATERIALS

Franchisor hereby grants Franchisee a limited license to use the Marks and Copyrighted Materials designated by Franchisor, solely for the purpose of operating, advertising, and promoting the Franchised Business, as contemplated by this Agreement. Franchisee further expressly agrees that:

A. Franchisor is the lawful owner or licensee of the Marks and the Copyrighted Materials. Franchisee's interest in the Marks and the Copyrighted Materials is solely that of a licensee, and all goodwill attributable to the use of the Marks with respect to the Franchised Business shall accrue to the benefit of Franchisor. Franchisee disclaims any proprietary interest in any of the Marks and the Copyrighted Materials.

B. Franchisee shall not use the name of any N2 publication or any of Franchisor's Marks or trade names, including the specific Marks "THE N2 COMPANY," "BELOCAL," "N2," "N2 PUBLISHING," "N2 Digital," or any abbreviation, acronym, or variation of those words as part of Franchisee's name, as part of any business entity in which Franchisee owns or holds an interest, or as part of any Online Presence (including any Internet, Web address, or email domain name or URL). Franchisee must submit to Franchisor for approval, in writing, Franchisee's proposed entity name, and Franchisee shall not name its entity using any name that is not approved by Franchisor.

C. Franchisee shall use the Marks in the precise form that Franchisor prescribes and shall observe Franchisor's directions regarding the presentation, display, and use of the Marks and the use, copying, and distribution of the Copyrighted Materials. Franchisee shall not fail to perform any act required under this Agreement, or commit any act which would impair the value of the Marks or the goodwill associated with the Marks. Franchisee acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of value of the Marks and the goodwill

associated with the Marks, that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Franchisee or entered into this Agreement without receiving Franchisee's unrestricted promise to use the Marks only in the manner authorized by Franchisor. Franchisee shall not use any of the Marks in connection with Independent-Staff-facing labor and employment materials.

D. An "**Online Presence**" includes, but is not limited to, **(1)** a website, other webpages, URLs, or domain names; **(2)** accounts, pages, handles, or profiles on social media sites, social networking sites, news sites and groups, online, internet, or digital directories, video, photography, audio, podcast, and messaging services, blogs, or forums; **(3)** e-commerce sites or accounts; **(4)** digital or online advertising and marketing content and services; **(5)** mobile applications; **(6)** virtual reality platforms; **(7)** any identifiers of an Online Presence; **(8)** business profile pages accessible online; or **(9)** a presence on any other type of online, internet, virtual, or digital tool, good, or service that may be developed. Franchisor has the right to create, operate, and discontinue any Online Presences it deems appropriate, in its sole discretion. Franchisor shall not be liable for downtime that may occur to any such Online Presence, whether such downtime is caused by Franchisor or a third party. Franchisor shall have the right, but not the obligation, to designate one or more webpage(s) or other form of Online Presence to describe Franchisee, the Franchised Businesses, the Publication, the N2 publications, Franchisor, Franchisor's affiliates, and the Marks, with such webpage(s) or Online Presence to be located within Franchisor's website or another Online Presence. Franchisee shall not, directly or indirectly and without Franchisor's consent, which Franchisor is not obligated to provide, establish or operate an Online Presence that in any way concerns, discusses or alludes to the Franchisor, the Marks, the System, the Publication, any N2 publication, or the Franchised Business. If Franchisee has received Franchisor's consent to create or operate an Online Presence, Franchisee must comply with the terms of the Online Presence policies established by Franchisor from time to time. Franchisor may revoke, in Franchisor's sole discretion, any approval for Franchisee to create or use an Online Presence. Franchisee shall not post, and shall take such steps as necessary to ensure that its Independent Staff do not post, to any Online Presence any information relating to the Franchisor, Franchisor's affiliates, the System, the Marks, or the Franchised Business that, **(i)** is derogatory, disparaging, or critical of the Franchisor, the System or the Marks; **(ii)** is illegal, offensive, inflammatory, controversial, unethical, immoral, indecent, or otherwise inappropriate; **(iii)** infringes upon the intellectual property rights of Franchisor, Franchisor's affiliates, or third parties; and/or **(iv)** harms the goodwill and/or public image of the System and/or the Marks. Franchisor alone shall be, and at all times shall remain, the sole owner of the copyrights to all material which appears on any Online Presence, including any and all material Franchisee may furnish to Franchisor for use on an Online Presence. However, Franchisor is not obligated to monitor or control the content of any of Franchisee's Online Presences. For any Online Presence and identifiers related to any Online Presence Franchisee is permitted to create or use, Franchisor reserves the right, at its sole option and discretion, to have the Online Presence directly owned or controlled by Franchisor or to require any such Online Presence be transferred to Franchisor upon the termination, expiration, or transfer of this Agreement for any reason. Upon request, Franchisee must provide Franchisor with any login credentials for any Online Presence Franchisee is authorized to create, use, or maintain. Franchisor has the right to access any Online Presence to take corrective action if any content or post on an Online Presence is in violation of Franchisor's standards, specifications, or policies, including requiring Franchisee to modify or remove such content or post or, if Franchisee fails to promptly remove such content or post on Franchisor's request, to remove such content or post directly without liability to Franchisee.

E. Franchisor may, in its sole discretion, provide Franchisee with a _____@n2co.com email address, or an email address using a different domain name that contains the name or any part of the name of the Publication or any of the Marks, or derivatives thereof, at no charge. Franchisee may request additional email addresses using other domain names that contain the Marks or any part of the Marks (except the n2co.com domain) at no charge. If Franchisee requests an additional email address(es) using the n2co.com domain, Franchisee must pay Franchisor the then-current fee designated in the Franchise

Brand Standards Manual for each such additional address. If Franchisor provides Franchisee such email address(es) using the n2co.com domain or other domain names that contain the Marks or any part of the Marks, Franchisee must only use such email address(es) in connection with the Franchised Business and as otherwise directed in the Franchise Brand Standards Manual. Upon request, Franchisee must provide Franchisor with any login credentials for any email address(es) Franchisor has provided to Franchisee. Franchisee shall not establish for the Franchised Business an email address that uses the Marks without obtaining Franchisor's prior consent.

F. Franchisee must obtain Franchisor's prior approval for all advertising and promotional plans and materials that Franchisee desires to use to promote the Franchised Business and that have not been prepared or previously approved by Franchisor. Franchisee must submit such unapproved plans and materials to Franchisor (by personal delivery, by facsimile, through the mail, or by email using the email address required by Franchisor), and Franchisor shall approve or disapprove such plans and materials within 14 days from the date of receipt by Franchisor. Franchisee shall not use such plans or materials until approved by Franchisor. Franchisor reserves the right to disapprove previously approved plans and materials at any time, in Franchisor's sole discretion. Franchisee must promptly discontinue use of any promotional or advertising plans or materials upon notice from Franchisor to do so.

G. Franchisee must notify Franchisor immediately of any apparent infringement of, or challenge to, Franchisee's use of any Mark or Copyrighted Material and of any claim by any person of any rights in any Mark or any Copyrighted Materials. Franchisee and Principals must not communicate with any person other than Franchisor, its affiliates, their counsel, and Franchisee's counsel in connection with any such apparent infringement, challenge, or claim. Franchisor shall have complete discretion to take any action it deems appropriate in connection with any infringement of, or challenge or claim to, any Mark or Copyrighted Materials as well as the right to control exclusively, or to delegate control of, any settlement, litigation, Patent-and-Trademark-Office, or other proceeding arising out of any such alleged infringement, challenge, or claim or otherwise relating to any Mark or Copyrighted Materials. Franchisee agrees to execute all such instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any affiliate in the Marks or Copyrighted Materials. Neither Franchisor nor any of Franchisor's affiliates shall be required to defend Franchisee against any claim, or indemnify Franchisee against or reimburse Franchisee for any loss or damages, arising out of Franchisee's use or misuse of any Mark, the Copyrighted Materials, or other Confidential Information.

H. Franchisor may add, change, revise, discontinue, or substitute different Marks and Copyrighted Materials, in its sole discretion. In such circumstances, Franchisee's use of the additional or substitute proprietary marks and copyrighted materials shall be governed by the terms of this Agreement. Franchisee shall promptly comply with each such addition, change, revision, discontinuation, or substitution and bear all expenses associated therewith. Franchisor shall not be obligated to compensate Franchisee for any costs or expenses incurred by Franchisee in connection with any such addition, change, revision, discontinuation, or substitution.

9. TRANSFER AND ASSIGNMENT

A. By Franchisor.

(1) Franchisor has the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity without prior notice to, or the consent of, Franchisee. Upon any such transfer or assignment, the transferee or assignee shall be solely responsible for all of Franchisor's obligations arising hereunder subsequent to the transfer or assignment.

(2) If Franchisor transfers or assigns this Agreement to an unaffiliated third-party purchaser in connection with the sale of the entire N2 publication(s) franchising business, and if, as of the date of such transfer or assignment, the remaining term of this Agreement is less than 540 days, then, prior to or contemporaneously with the closing of such transfer or assignment, Franchisor shall, at Franchisee's option, enter into an amendment to this Agreement with Franchisee pursuant to which the then-existing term of this Agreement shall be extended so that it expires on the date which is 540 days from the closing date of such transfer or assignment. Nothing in this Section 9.A.(2) limits or otherwise affects Franchisor's right to transfer or assign this Agreement as provided in Section 9.A.(1).

B. By Franchisee. Franchisee shall not transfer or assign this Agreement without Franchisor's prior written consent. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material breach under this Agreement. For purposes of this Agreement, the term "**transfer**" means any issuance, sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation share exchange, or transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary. Any ownership or structural changes in Franchisee (including but not limited to, any merger; reorganization; transfer of shares, stock, or interests among owners; or issuance of additional shares or classes of stock or additional partnership interests) shall constitute and be deemed a transfer. If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or in substantially all of the assets of the Franchised Business, or if Franchisee or any Principal wishes to transfer any ownership interest in Franchisee, transferor and the proposed transferee must apply to Franchisor for its consent. Franchisee agrees to submit to Franchisor all information Franchisor may require in order to determine whether to approve a proposed transfer of the Franchised Business, and Franchisor agrees to notify Franchisee of its approval or disapproval within a reasonable period of time, not to exceed 30 days, after Franchisor has received all requested information relating to any proposed transfer of the Franchised Business. A marketing list, client list or potential client list may be transferred only to a transferee to whom Franchisee's rights and obligations under this Agreement are simultaneously being transferred in accordance with the terms hereof. If Franchisor does not exercise its rights under Section 9.C or Section 9.D, the decision as to whether to approve a proposed transfer shall be made by Franchisor in its sole discretion and shall include numerous factors deemed relevant by Franchisor. These factors may include, but shall not be limited to, the following:

(1) Franchisee, its Principals, and its affiliates shall not be in default under this Agreement, or any other agreement with Franchisor or any of its affiliates, and shall have substantially and timely complied with all the terms and conditions of such agreements during their respective terms, including but not limited to having paid all amounts due;

(2) Franchisor reserves the right to require Franchisee to prepare and furnish to the proposed transferee and/or Franchisor such financial reports and other data relating to the Franchised Business and the Publication as Franchisor deems reasonably necessary or appropriate for transferee and/or Franchisor to evaluate the Franchised Business, the Publication, and the proposed transfer. Franchisor may review all information regarding the Franchised Business and the Publication that Franchisee provides to the proposed transferee, correct any information that Franchisor believes to be inaccurate, and provide the proposed transferee with copies of any reports that Franchisee has provided to Franchisor or that Franchisor has made regarding the operation of the Franchised Business and/or the Publication. Franchisee Agrees that Franchisor shall have the right to confer with any proposed transferee and to furnish it with information concerning the Franchised Business, the Publication, and/or the proposed transfer without any liability to Franchisee, except for intentional misstatements made by Franchisor to transferee. Any information furnished by Franchisor to any proposed transferee shall be for the sole purpose of permitting the proposed transferee to evaluate the Franchised Business, the Publication, and/or the proposed transfer and must not

be construed in any manner or form whatsoever as claims of success or failure of the Franchised Business, the Publication, and/or the proposed transfer;

(3) The transferor and its principals, for themselves and on behalf of their respective guarantors, predecessors, affiliates, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, heirs, executors, administrators, successors, and assigns, if applicable, shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, Franchisor's predecessors and affiliates, their respective officers, directors, shareholders, partners, managers, members, agents, representatives, independent contractors, servants, employees, attorneys, accountants, guarantors, successors, and assigns, past and present, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and any other agreement with Franchisor or its affiliates, and under federal, state, or local laws, rules, and regulations or orders;

(4) The proposed transferee shall have demonstrated to Franchisor's satisfaction that it meets Franchisor's then-current qualifications, and, at the transferee's expense, transferee and any of its principals and any other personnel required by Franchisor shall complete any training programs then in effect for N2 publication franchisees upon such terms and conditions as Franchisor may require;

(5) The transferee shall enter into a written agreement, in a form satisfactory to Franchisor, whereby transferee shall assume full, unconditional, and joint-and-several liability for, and agree to perform from the date of the transfer, all obligations, covenants, and agreements of Franchisee under this Agreement. If the transferee is a corporation, partnership, limited liability company, or other entity, those of transferee's principals who are designated as principals by Franchisor must also execute such agreement and guarantee the performance thereof;

(6) The transferee shall execute Franchisor's then-current form of franchise agreement for a term ending on the expiration date of this Agreement. The new franchise agreement shall supersede this Agreement in all respects, and its terms may differ from the terms of this Agreement, including higher fees, but the transferee shall not be required to pay an initial franchise fee. If the transferee is a corporation, partnership, limited liability company, or other entity, those of transferee's principals who are designated as principals by Franchisor must also execute such agreement and guarantee the performance thereof;

(7) The transferor shall remain liable for all of its obligations to Franchisor under this Agreement incurred prior to the effective date of the transfer and must execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(8) Upon application for consent, Franchisee must pay Franchisor a transfer fee in an amount equal to the then-current initial franchise fee that Franchisor generally charges to new franchisees, plus Franchisor's reasonable attorneys' fees incurred in connection with the transfer;

(9) Prior to or upon closing of the transfer, Franchisee shall pay in full all creditors and suppliers of the Franchised Business or the Publication; and

(10) If transferee is a corporation, partnership, limited liability company, or other entity, the transferee must make all of the representations, warranties, and covenants in Section 7. as Franchisor may request and must provide evidence satisfactory to Franchisor that such representations, warranties, and covenants are true and correct as of the date of the transfer.

Franchisee acknowledges that Franchisor has legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with Franchisee, and

Franchisor's contact with potential transferees to protect Franchisor's business interests will not constitute improper or unlawful conduct. Franchisee expressly authorizes Franchisor to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms, to communicate candidly and truthfully with the transferee regarding the nature of Franchisee's operation of the Franchised Business, and to withhold its consent even if the factors in clauses 9.B.(1) through 9.B.(10) above are satisfied. Franchisee and its Principals waive any claim that Franchisor's decision to withhold approval of a proposed transfer in order to protect its business interests constitutes a breach of contract or tortious interference with contractual or business relationships. Franchisor has the sole right to determine whether to consent to a proposed transfer. Franchisor may review all information regarding the Franchised Business that Franchisee provides to the proposed transferee, correct any information Franchisor believes is inaccurate, and provide the transferee copies of any reports Franchisee has given Franchisor or Franchisor has made regarding the Franchised Business.

Notwithstanding anything to the contrary in this Section 9 or elsewhere in this Agreement, Franchisor need not consider a proposed transfer of a controlling or non-controlling ownership interest in Franchisee, or a proposed transfer of the franchise rights granted by this Agreement, until Franchisee (or a Principal) and the proposed transferee first send Franchisor a copy of a bona fide offer to purchase or otherwise acquire the particular interest from Franchisee (or the Principal). For an offer to be considered "bona fide," it must include a copy of all proposed agreements between Franchisee (or its Principals) and the proposed transferee related to the sale, assignment, or transfer.

C. By Franchisee – Right of First Offer. If Franchisee or any of its Principals desires to transfer all or any part of its interests in this Agreement, Franchisee, or the Franchised Business before obtaining an offer from a buyer, Franchisee must send Franchisor an offer in writing ("**Offer Notice**") containing the exact terms and conditions on which Franchisee desires to transfer such interest in this Agreement, Franchisee, or the Franchised Business. Before delivering the Offer Notice and completing the right of first offer process set forth in this Section 9.C., neither Franchisee nor any of its Principals may, directly or indirectly: (i) list or advertise this Agreement, Franchisee, or the Franchised Business for sale; (ii) engage or retain any business broker, investment banker, intermediary, M&A advisor, or other sales representative in connection with any such transfer; (iii) solicit or contact any prospective purchaser, or enter into any negotiations or discussions with any prospective purchaser, regarding a possible transfer; (iv) solicit or request any indication of interest; (v) solicit, request, receive, or negotiate any offer from any third party; or (vi) otherwise commence or participate in any marketing or sale process with respect to any such interest. Any transaction or series of transactions structured or characterized to accomplish, directly or indirectly, substantially the same economic effect as a transfer of such interests (including any indirect transfer or any direct or indirect change of control) is subject to this Section 9.C. to the same extent as a direct transfer, except for any transfer expressly permitted under this Agreement without Franchisor's consent. Upon receipt of the Offer Notice, Franchisor shall have the option, exercisable by notice ("**Response Notice**") delivered to Franchisee within 30 days thereafter, to indicate Franchisor's intention to accept Franchisee's offer to sell such interest in this Agreement, Franchisee, or the Franchised Business for the price and terms contained in the Offer Notice. Franchisor has the right to investigate and analyze the Franchised Business and all other matters Franchisor deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms described in the Offer Notice. Franchisor's investigation right shall specifically include the right to inspect all of Franchisee's books and records relating to the Franchised Business, including all financial records and statements for the 3 full fiscal years preceding the date on which the 30-day right of first offer commences. Franchisor may conduct such investigation and analysis of the Franchised Business in any manner Franchisor deems reasonably appropriate, and Franchisee and its Principals agree to provide Franchisor with any and all information Franchisor requests and to cooperate fully with Franchisor in connection therewith. If Franchisor delivers a Response Notice, Franchisor and Franchisee and/or its Principals shall enter into a purchase agreement reasonably satisfactory to both Franchisor and Franchisee, containing such agreements, representations, warranties, covenants, and

indemnities, and requiring such documents at closing, as is reasonably necessary to protect each party's interests. The closing shall occur not more than 90 days after the date of the Response Notice, unless the closing is delayed for reasons beyond Franchisor's reasonable control. If Franchisor does not deliver a Response Notice, as provided above, Franchisee and/or its Principals may, upon expiration of the 30-day period described above (and not before), solicit offers to transfer this Agreement or the Franchised Business from other parties at the exact same price and on the exact same terms as presented in the Offer Notice for a period of time expiring 365 days after the Offer Notice is delivered to Franchisor. Franchisee must immediately deliver to Franchisor a complete and accurate copy of any offer that Franchisee receives within such 365-day period from any such third party that Franchisee and/or its Principals are willing to accept ("**Third-Party Offer**"). If the terms of the Third-Party Offer are the same as those contained in the Offer Notice, then Franchisee and/or its Principals may accept such offer and complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to Franchisor's approval of the transfer as provided in Section 9.B, provided that if the sale to such offeror is not completed within 90 days after delivery to Franchisor of such Third-Party Offer, or if there is any change in the terms of such Third-Party Offer, Franchisee must promptly notify Franchisor and Franchisor shall have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30-day period following Franchisee's notification of the expiration of the 90-day period or the change to the terms of the Third-Party Offer. Franchisor shall have the unrestricted right to assign the right of first offer set forth in this Section 9.C.

D. By Franchisee – Right of First Refusal. If the terms of any Third-Party Offer are different in any material respect (including price and/or payment terms) from those contained in the corresponding Offer Notice, Franchisor shall have the option, exercisable by notice delivered to Franchisee within 30 days from the date of delivery to Franchisor of a complete and accurate copy of the Third-Party Offer, to purchase such interest in this Agreement, Franchisee, or the Franchised Business for the price and on the terms and conditions contained in such Third-Party Offer. In addition, if Franchisee or any of its Principals desires to transfer all or any part of its interests in this Agreement, Franchisee, or the Franchised Business to a prospective buyer without first giving Franchisor an Offer Notice pursuant to Section 9.C, Franchisee or its Principals must obtain a bona fide, executed written offer and earnest money deposit in the amount of at least 5% of the offering price from a responsible and fully-disclosed purchaser and must deliver immediately to Franchisor a complete and accurate copy of such offer ("**ROFR Offer**"). Franchisor has the right to investigate and analyze the Franchised Business and all other matters Franchisor deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of our right of first refusal. Franchisor's investigation right shall specifically include the right to inspect all of Franchisee's books and records relating to the Franchised Business, including all financial records and statements for the 3 full fiscal years preceding the date on which the 30-day right of first refusal commences. Franchisor may conduct such investigation and analysis of the Franchised Business in any manner Franchisor deems reasonably appropriate, and Franchisee and its Principals agree to provide Franchisor with all information Franchisor may request and to cooperate fully with Franchisor in connection therewith. If Franchisor exercises its option to purchase pursuant to the terms of the Third-Party Offer or the ROFR Offer, as provided in this Section 9.D or Section 9.C, Franchisor and Franchisee and/or its Principals shall enter into a purchase agreement reasonably satisfactory to Franchisor and Franchisee, containing such agreements, representations, warranties, covenants, and indemnities and requiring such documents at closing, as are reasonably necessary to protect each party's interests. The closing shall occur not more than 90 days after the date of our response to the Third-Party Offer or ROFR Offer, as applicable, unless the closing is delayed for reasons beyond Franchisor's reasonable control. In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be able to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash ("**Reasonable Cash Consideration**"). If the parties cannot agree within a reasonable time on the Reasonable Cash Consideration, Franchisor at its own expense may designate an independent appraiser to determine the Reasonable Cash Consideration and such appraiser's

determination shall be binding. If Franchisor does not exercise its option to purchase the offered interest pursuant to the terms of the Third-Party Offer or the ROFR Offer, as provided in this Section 9.D or Section 9.C, Franchisee or its Principals may complete the sale to such offeror pursuant to and on the exact terms of such Third-Party Offer or ROFR Offer, as applicable, subject to Franchisor's approval of the transfer as provided in Section 9.B, provided that if the sale to such offeror is not completed within 90 days after delivery of such offer to Franchisor, or if there is any change in the terms of the offer, Franchisee must promptly notify Franchisor of the same and Franchisor shall have an additional option to purchase such interest (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30-day period following Franchisee's notification of the expiration of the 90-day period or the change to the terms of the offer. Franchisor shall have the unrestricted right to assign the right of first refusal set forth in this Section 9.D.

E. Transfer Upon Death or Disability

(1) Upon the death or disability of Franchisee or a Principal, the executor, administrator, conservator or other personal representative of such person shall transfer such Franchisee's or Principal's interest to a party approved by Franchisor within six months thereof. The transfer must be completed within six months of the death or disability or this Agreement shall automatically terminate, unless Franchisor grants an extension in writing. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to all conditions set forth in this Article 9, including Franchisor's right of first offer and right of first refusal, provided that if the transfer is by devise or inheritance, the transferor shall not be obligated to pay a transfer fee. Franchisor's consent to a transfer of any interest, subject to the restrictions of this Article 9 of this Agreement, shall not constitute a waiver of any claims it may have against the assignor, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms or conditions of this Agreement by the transferee. The term "**disability**" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent Franchisee or a Principal from operating the Franchised Business in the manner required by this Agreement and the Franchise Brand Standards Manual or from performing its, his, or her obligations under this Agreement and the Franchise Brand Standards Manual.

(2) During the period between death or disability of Franchisee or a Principal and the completion of the transfer described in Section 9.E(1), the Franchised Business still must be operated in accordance with the terms and conditions of this Agreement. Upon the death or disability of Franchisee or a Principal, the Franchisee's or the Principal's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed 30 days from the date of death or disability, appoint a manager for the Franchised Business (unless Franchisee or the Principal had previously appointed a manager who remains responsible for the day-to-day operation of the Franchised Business). Any new manager must complete Franchisor's standard training program at Franchisee's expense, sign Franchisor's then-current form of confidentiality and non-solicit agreement, and comply with any of Franchisor's then-current requirements for acceptance of a manager. However, under no circumstances will Franchisor control the forms of employment agreements Franchisee uses with its Independent Staff or otherwise be responsible for Franchisee's labor relations or employment practices.

(3) Not in lieu of any additional rights Franchisor may have, upon death or disability of Franchisee or a Principal, Franchisor may, but shall not be obligated to, assume the management of the Franchised Business (or appoint a party to assume its management) until the transfer pursuant to Section 9.E(1) is completed. The terms and conditions for the exercise of Franchisor's step-in right are set forth in Section 12.E.

F. Transfer Damages. If Franchisee or any of its Principals engages in a transfer without first complying with the applicable transfer provisions of this Agreement (including, without limitation, the

provisions of this Section 9), Franchisee agrees to pay Franchisor, within 15 days of receiving notice from Franchisor, in addition to the amounts owed under this Agreement, transfer damages equal to the greater of (a) 15% of the price paid by the transferee to Franchisee or any Principal, as applicable; or (b) $25,000 ("**Transfer Damages**"). The parties to this Agreement acknowledge and agree that it would be impracticable to determine precisely the damages that Franchisor would incur from any unauthorized transfer of this Agreement. The parties consider this Transfer Damages provision to be a reasonable, good-faith estimate of those damages.

10. DEFAULT AND TERMINATION

A. Default and Termination. Franchisee acknowledges that each of Franchisee's obligations described in this Agreement is a material and essential obligation; that nonperformance of such obligations will adversely and substantially affect Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable. Franchisee agrees to pay to Franchisor all liabilities, damages, costs, and expenses, including reasonable attorney's fees, incurred by Franchisor in connection with any default by Franchisee under this Agreement.

B. Automatic Termination. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee if:

(1) Franchisee becomes insolvent or makes a general assignment for the benefit of creditors;

(2) Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof;

(3) an involuntary petition is filed with respect to Franchisee under any such laws and is not dismissed within 60 days after it is filed;

(4) Franchisee admits in writing its inability to pay its debts when due;

(5) Franchisee is adjudicated as bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state;

(6) a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee;

(7) a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction;

(8) proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee;

(9) a final judgment remains unsatisfied or of record for 30 days or longer (unless supersedeas bond is filed);

(10) Franchisee is dissolved;

(11) This Agreement and the Franchised Business are not transferred in accordance with Section 9 of this Agreement within six months of the death or disability of Franchisee or any of its Principals, unless Franchisor grants an extension in writing; or

(12) execution is levied against Franchisee's business or property.

C. Termination on Notice; No Cure. Franchisor may terminate this Agreement immediately upon written notice to Franchisee, without an opportunity to cure, if:

(1) Franchisee abandons or otherwise ceases operations of the Franchised Business contemplated by this Agreement;

(2) Franchisee or any Principal transfers or attempts to transfer any interest in this Agreement, Franchisee, or the Franchised Business without Franchisor's prior written consent or otherwise in violation of this Agreement;

(3) Franchisee or any Principal uses any Copyrighted Materials or uses or discloses any Confidential Information in violation of this Agreement;

(4) Franchisee or any Principal fails to comply with any of the covenants set forth in this Agreement, including those in Section 7.A to 7.D. relating to confidentiality and restrictions against unfair competition and solicitation;

(5) Franchisee or any Principal misuses or makes any unauthorized use of the System or the Marks, or impairs the goodwill associated therewith or Franchisor's rights therein; or otherwise breaches the obligations set forth in Section 8;

(6) Franchisee or any Principal makes any material misrepresentation to Franchisor or breaches any warranty or representation made to Franchisor, whether in this Agreement or otherwise;

(7) Whether before or after the Effective Date, Franchisee or any Principal has been or is charged with, convicted of, or pleads nolo contendere to, a felony or indictable offense in any court, is subject to a judgment, default, lien, bankruptcy, or similar occurrence, becomes known to Communities, Industry Groups, or advertisers as being of bad moral character, disparages, embarrasses, or tarnishes Franchisor's reputation, or fails to comport itself at all times in accordance with the highest standards of conduct and behavior, consistent with its responsibilities as a franchisee;

(8) For any N2 publication for which Franchisee is responsible, the total expenses, including Royalty and Publication Expenses (defined below), in a given month exceed the revenue actually received by Franchisor in that same month under the Advertising Contracts for that same publication;

(9) Franchisee, any of its Principals, or any of its affiliates is in default under any other agreement with Franchisor or any of Franchisor's affiliates and fails to cure such default as provided for in such other agreement;

(10) Franchisee or any Principal commits a second or subsequent event of default under this Agreement, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by Franchisee after notice by Franchisor;

(11) Franchisee underreports its sales of Advertising Contracts;

(12) Franchisee accepts any payments from any advertiser, Community, or Industry Group, or makes any payments on behalf of any advertiser, Community, or Industry Group for any reason;

(13) Franchisee begins operations of the Franchised Business prior to receiving prior authorization from Franchisor;

(14) Franchisee operates under any trademark not approved by Franchisor or otherwise uses any trademark not approved by Franchisor in the operation of the Franchised Business;

(15) Franchisee defaults under Section 5.M.;

(16) Franchisee fails to include the minimum number of pages in an issue (as determined by Franchisor's then-current standard) two or more times within a six-month period;

(17) Franchisee fails to meet a deadline two or more times within a 12-month period;

(18) Franchisee or any Principal acts, or fails to act, in a way that is reasonably likely to have an adverse effect on the Publication, any N2 publication, the System, or the Marks; or Franchisee or any Principal, by act or omission, impairs the value of, or the goodwill associated with, the Publication, any N2 publication, the System, or the Marks;

(19) Franchisor terminates more than one publication contract or otherwise ceases production of more than one publication for which Franchisee is responsible, in any six-month period, due to the fact that the Publication Expenses for such publications exceed the total revenue received by Franchisor with respect to such publications;

(20) Franchisee otherwise discontinues more than one N2 publication in any six-month period for any reason or is forced to discontinue more than one N2 publication in any six-month period of time due to the fact that the Publication Expenses for such discontinued publication exceed the total revenue received by Franchisor with respect to such publication;

(21) Franchisee, or any Owner or Principal, defaults under Section 5.P.;

(22) Franchisee fails to satisfy the requirements of any of Sections 5.E.(3), 5.E.(4), or 5.E.(5), and subsequently fails to successfully complete the corresponding Business Improvement Plan provided by Franchisor;

(23) Franchisee, or any Principal, or Independent Staff, (i) accesses without authorization any of the information technologies systems of Franchisor or any of its affiliates ("**IT Systems**"); (ii) uses the IT Systems in excess of or outside the scope of any authorization granted by Franchisor or its affiliates; (iii) misuses, manipulates, corrupts, or improperly modifies the IT Systems or any data stored therein; or (iv) transfers, copies, or discloses any data from the IT Systems except as expressly permitted under this Agreement; or

(24) Franchisee commits a default which is not capable of being cured.

D. Termination on Notice; Opportunity to Cure. Except as provided in Sections 10.B. and 10.C. of this Agreement, upon any default by Franchisee which is capable of being cured, Franchisor may terminate this Agreement by giving Franchisee written notice of termination stating the nature of the default and the time period within which the default must be cured ("**Cure Period**"). Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction

within the Cure Period (or any longer period that applicable law may require). If any such default is not cured within the Cure Period, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the Cure Period. Unless included in the provision below, the Cure Period shall be specified in Franchisor's notice to Franchisee. Defaults which are susceptible of cure hereunder may include, but are not limited to, the following:

(1) Franchisee does not meet all content, review, approval, processing and other publication deadlines for the Publication, including but not limited to the deadline to provide approval(s) on or before the Franchisee's assigned Commission date, or such other date as Franchisor may specify from time to time;

(2) Franchisee does not operate its Franchised Business in accordance with all of Franchisor's standards and procedures, including without limitation, those set forth in Sections 5.B. and 5.E. of this Agreement and those set forth in the Franchise Brand Standards Manual;

(3) Franchisee fails to maintain the Publication for the Territory that contains substantive, current, community-specific, or industry-specific information in accordance with Franchisor's standards and procedures;

(4) Franchisee fails to submit content on or before the applicable deadline or fails to submit sufficient content;

(5) Franchisee or any Principal fails to return any Returnable Commissions to Franchisor within 15 days after receiving notice from Franchisor that such Returnable Commissions are due;

(6) Franchisee fails to pay when due any fee, expense, charge, or other amount due and owing to any supplier or creditor of Franchisee;

(7) Franchisee fails to pay its Independent Staff in accordance with applicable federal, state, and local labor and/or employment and payday laws;

(8) Franchisee or any Principal **(i)** fails to interact with a lead or facilitate a client relationship with N2 Digital in a professional manner or **(ii)** through act or omission, violates a policy or requirement of the Franchise Brand Standards Manual regarding the N2 Digital leads, clients, goods, services, and trademarks;

(9) Franchisee or any Principal fails to interact in a professional manner with any other franchisee, current or prospective advertiser or client, or any member of any Community or Industry Group;

(10) Franchisor receives from any advertiser, Community, or Industry Group repeated complaints about the Franchised Business, Franchisee, or any Principal; or

(11) Franchisee fails to comply with any other provision of this Agreement.

E. Mutual Termination Right. Franchisor and Franchisee each have the right to terminate this Agreement for any reason or no reason by providing the other party with written notice of termination on or before the earlier to occur of **(1)** nine months following the Effective Date or **(2)** the date on which the first issue of the Publication is issued. In the event of termination of this Agreement pursuant to this Section 10.E., neither party shall incur any liability or have any obligation to pay the other party any amounts hereunder, except for amounts due and owing as of the date of the mutual termination. In Franchisor's sole

discretion, Franchisor may condition Franchisee's termination under this Section 10.E. upon the parties' execution of a mutual termination and release agreement in the form required by Franchisor and Franchisee's compliance with the wind-down procedures in the Franchise Brand Standards Manual, and Franchisee shall be required to comply with all of its post-termination obligations required in this Agreement. If Franchisee fails to comply with the terms of the mutual termination and release agreement, abandons the Franchised Business prior to the date of mutual termination, or fails to comply with the wind-down procedures in the Franchise Brand Standards Manual, Franchisor may charge the Wind-Down Damages defined in Section 10.J. below.

F. Consent to Mutual Termination. Franchisee may request mutual termination during the Term of this Agreement. Franchisor has no obligation to consent to such mutual termination. If, in Franchisor's sole discretion, Franchisor consents to mutual termination, Franchisor may establish the termination date, which date shall be no earlier than fifteen days, and no later than ninety days, after the date Franchisor receives Franchisee's request for mutual termination. Franchisor shall give Franchisee at least three days prior notice of the effective date of termination. Franchisor, in its sole discretion and for any reason and no reason, has the right to accelerate the wind-down period and terminate this Agreement earlier than the termination date initially communicated to Franchisor, subject to the three days prior notice requirement, unless Franchisor has the right to immediately terminate this Agreement due to a default by Franchisee. During the period that is between fifteen days of the Franchisee's request and the effective termination date established by Franchisor, Franchisee shall comply with Franchisor's instructions regarding the wind-down of Franchisee's operations, comply with the wind-down procedures in the Franchise Brand Standards Manual, and cooperate in good faith with Franchisor, its affiliates, and their representatives during the wind-down period, including meeting digitally or in-person if requested. For the avoidance of doubt, Franchisee has an obligation to continue to operate the Franchised Business until the effective date of termination. If Franchisee abandons the Franchised Business prior to the effective date of termination established by Franchisor or fails to comply with the wind-down procedures in the Franchise Brand Standards Manual, Franchisee shall be in default under this Agreement and Franchisor shall have the right to immediately terminate this Agreement and charge the Wind-Down Damages. Franchisee shall pay all costs, expenses and attorneys' fees incurred by Franchisor in enforcing the terms and conditions of this provision. Nothing contained herein shall be construed as prohibiting Franchisor from additionally pursuing any other remedies which may be available to Franchisor for a breach.

G. Step-In Rights. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights Franchisor may have against Franchisee, upon a failure by Franchisee or any Principal to comply with any of the requirements of this Agreement, or upon a failure to cure any default within the applicable time period (if any), Franchisor shall have the right, but not the obligation, to assume management of the Franchised Business (or appoint a party to assume its management) until such time as Franchisor determines that the default has been cured and Franchisee is otherwise in compliance with this Agreement, or until Franchisor determines it will no longer exercise its step-in right. The terms and conditions for the exercise of Franchisor's step-in right are set forth in Section 12.E.

H. Limitation of Services or Benefits. Franchisor shall have the right, but not the obligation, to temporarily or permanently limit or remove certain services or benefits provided by Franchisor or Franchisor's affiliates, or required to be provided by Franchisor, to Franchisee hereunder in lieu of exercising its right to terminate this Agreement, including, without limitation, eliminating any Online Presences associated with the Publication or the Franchised Business, restricting or removing Franchisee's right to purchase products directly or indirectly from Franchisor or its affiliates, limiting Franchisor's advertising and promotional assistance, restricting or removing Franchisee's right to use Franchisor's Software Programs or Franchisor-provided Technology, if any, and publishing the Publication. Nothing in this Section constitutes a waiver of any other right or remedy of Franchisor under this Agreement or at law. Franchisee acknowledges that Franchisor's exercise of its rights pursuant to this Section 10.H. shall not be

deemed a constructive termination. Any services or benefits removed or limited pursuant to this Section 10.H. may be reinstated at any time in Franchisor's sole discretion.

I. Notification. Franchisee hereby authorizes Franchisor to notify any lender, creditor, customer, supplier, or landlord of Franchisee or the Franchised Business upon the occurrence of any default under this Section 10, or any event or circumstance which the giving of notice or the passage of time, or both, would constitute an event of default under this Section 10, and to otherwise communicate with such lenders, creditors, customers, suppliers, and/or landlords with respect to any such default, or any such event or circumstance.

J. Wind-Down Damages. Franchisee and Franchisor agree that it would be difficult if not impossible to determine the amount of damages that Franchisor would suffer due to Franchisee (i) abandoning the Franchised Business prior to the expiration date or a mutually agreed upon termination date or (ii) failing to comply with the wind-down procedures in the Franchise Brand Standards Manual. Therefore, Franchisee and Franchisor agree that a reasonable estimate of those damages (as liquidated damages and not as a penalty) is an amount equal to the greater of six months' worth of the average Royalty Franchisee paid for the prior 12 months or $2,500 ("**Wind-Down Damages**"). Franchisor shall have the right to deduct or withhold any Wind-Down Damages from Franchisee's Commissions or transfer the Wind-Down Damages by EFT from Franchisee to Franchisor.

11. OBLIGATIONS OF FRANCHISEE PRIOR TO OR UPON EXPIRATION OR TERMINATION

A. Prior to the closing of a transfer of the Franchised Business or expiration of this Agreement, Franchisee shall comply with Franchisor's instructions regarding the wind-down of Franchisee's operations, comply with the wind-down procedures in the Franchise Brand Standards Manual, and cooperate in good faith with Franchisor, its affiliates, and their representatives during the wind-down period, including meeting digitally or in-person if requested. For the avoidance of doubt, Franchisee has an obligation to continue to operate the Franchised Business until the closing of the transfer or the expiration date. If Franchisee abandons the Franchised Business prior to the closing of the transfer or the expiration date or fails to comply with the wind-down procedures in the Franchise Brand Standards Manual, Franchisee shall be in default under this Agreement and Franchisor may charge the Wind-Down Damages. Franchisee shall pay all costs, expenses and attorneys' fees incurred by Franchisor in enforcing the terms and conditions of this provision. Nothing contained herein shall be construed as prohibiting Franchisor from additionally pursuing any other remedies which may be available to Franchisor for a breach.

B. Upon the expiration or termination of this Agreement (including termination following transfer, if applicable), all rights granted to Franchisee hereunder shall immediately terminate, and Franchisee and its Principals must:

(1) Immediately cease to conduct operations of the Franchised Business and cease holding themselves out as a franchisee (or a principal of a franchisee) of Franchisor (except for purposes of disclosing past experience on a resume);

(2) Promptly discontinue all use of the Marks, Copyrighted Materials, and Confidential Information and take appropriate action to return to Franchisor, or deliver to the transferee if Franchisor so designates, all Copyrighted Materials and Confidential Information in Franchisee's possession or within its control;

(3) Pay all amounts due under this Agreement;

(4) Pay to Franchisor all damages, costs, and expenses, including reasonable attorney's fees and enforcement costs, incurred by Franchisor in connection with any of Franchisee's default(s) under this Agreement;

(5) Comply with the covenants set forth in Section 7.;

(6) At Franchisor's option, assign to Franchisor, or if applicable, the transferee, all rights, control, and access to any business listings and Online Presences (including accounts, credentials, and login information) and telephone numbers (including personal cellphone numbers) related to or associated with the Franchised Business and execute all forms and documents required by Franchisor to transfer such items to Franchisor or, if applicable, the transferee. Franchisee agrees to use different telephone numbers, business listings, and Online Presences in connection with any subsequent business conducted by Franchisee. Franchisor has the right to prohibit Franchisee's continued control of, use of, or access to such Online Presences;

(7) Comply with Franchisor's instructions related to the Technology and Franchised Business Data;

(8) Pay in full all of the creditors and suppliers of the Franchised Business and/or the Publication within 15 days after the expiration or termination of this Agreement; and

(9) Pay to Franchisor all damages, costs, and expenses (whether internal or external), including reasonable attorneys' fees and lost profits, incurred by Franchisor as a result of or subsequent to the termination or expiration of this Agreement or any default by Franchisee under this Agreement, including costs and expenses related to obtaining injunctive or other relief for the enforcement of any provisions of this Section 11. Franchisee's obligations under this Section 11.B.(9) arise regardless of whether Franchisor has initiated a formal legal proceeding against Franchisee to enforce this Agreement. If Franchisor does initiate a formal legal proceeding against Franchisee to enforce this Agreement, Franchisee's payment obligations under this Section 11.B.(9) shall apply to all costs and expenses Franchisor incurs preparing for, commencing, and prosecuting such legal proceeding until the proceeding has come to a complete end (including appeals and settlements).

12. INSURANCE; INDEMNIFICATION; INDEPENDENT CONTRACTOR

A. Insurance. Franchisee shall procure and maintain in full force and effect at all times during the Term, at Franchisee's expense, an insurance policy or policies protecting Franchisee against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising out of or occurring at or in connection with Franchisee's operation as an independent contractor. Such policy or policies must be written by a carrier approved or required by Franchisor and must include, but not be limited to, the following:

(1) Comprehensive General Liability Insurance, including broad-form contractual liability, broad-form property damage, personal injury, advertising injury, completed operations, products liability, and fire damage coverage, in the amount of $2,000,000 combined single limit per occurrence, $4,000,000 general aggregate.

(2) Automobile liability coverage, including coverage of owned, non-owned, and hired vehicles, with coverage in amounts not less than $300,000, combined single limit.

(3) Event insurance for each event Franchisee hosts or sponsors in connection with the Publication in the amount of $1,000,000 per occurrence, $2,000,000 in the aggregate, regardless of where the event is located.

(4) Such other insurance as may be required by the state or locality in which Franchisee operates the Franchised Business.

Franchisor reserves the right, in its sole discretion, to require Franchisee to procure and maintain in full force and effect at all times during the Term, at Franchisee's expense, any other insurance policies or coverages that Franchisor deems necessary, as well as higher policy limits, as specified by Franchisor from time to time in writing.

Franchisee may elect to have reasonable deductibles in connection with the coverage required under this Agreement. Such policies must also include a waiver of subrogation in favor of Franchisor, its affiliates, and the officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees of each of them. Franchisee's obligation to obtain and maintain the foregoing policies in the amounts specified are not limited in any way by reason of any insurance which may be maintained by Franchisor, nor will Franchisee's performance of such obligations relieve it of liability under the indemnity provisions set forth in Section 12.B. of this Agreement. All insurance policies required hereunder (except workers' compensation, if applicable) must name Franchisor and its affiliates, and the officers, directors, shareholders, partners, members, managers, agents, representatives, independent contractors, servants, and employees of each of them, as additional insureds and must expressly provide that such additional insureds' interests will not be affected by Franchisee's breach of any policy provisions and that the insurer must defend each additional insured in any covered action while reserving the additional insureds' right to involve counsel of their own choosing. Franchisee's insurance must apply as primary and non-contributory.

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in writing, Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice. Franchisor may also, in its sole discretion, elect to reduce the compensation payable to Franchisee under Section 4. of this Agreement by an amount equal to the charges Franchisor incurs in procuring and maintaining such insurance coverage required by this Agreement. The foregoing remedies are in addition to any other remedies Franchisor may have at law or in equity.

B. Indemnification.

(1) Franchisee and the Principals ("**Franchisee Indemnifying Parties**") agree to fully protect, indemnify, defend, reimburse, and hold harmless Franchisor; Franchisor's predecessors and affiliates; and their respective shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities, past or present (collectively, "**Indemnitees**"), to the fullest extent permitted by law, from any and all Losses and Expenses (defined below) incurred in connection with or as a result of any action, suit, proceeding, claim, demand, judgment, assessment, investigation, or inquiry (formal or informal), or any settlement of the foregoing (whether or not a formal proceeding or action has been instituted) (collectively, "**Action**"), arising from any of the following: (1) any actual or alleged violation of any law, rule, regulation, or ordinance by any Franchisee Indemnifying Party, any Independent Staff, or the Franchised Business; (2) any damage to property caused by any Franchisee Indemnifying Party, any Independent Staff, or the Franchised Business; (3) injury to or death or disability of any person caused by

any Franchisee Indemnifying Party, any Independent Staff, or the Franchised Business; (4) any negligence, recklessness, misconduct, or criminal conduct by any Franchisee Indemnifying Party, the operations managers, or any Independent Staff; (5) data breaches related to the Franchised Business or the business of Franchisor or any of its affiliates; (6) any breach of this Agreement or any representations and warranties herein by any Franchisee Indemnifying Party; (7) infringement of any intellectual property rights by any Franchisee Indemnifying Party or any Independent Staff, or otherwise related to the operation of the Franchised Business; (8) any failure by any Franchisee Indemnifying Party, any Independent Staff, or the Franchised Business to warn or give instructions related to any products or services provided by Indemnitees or by Franchisee; (9) any labor or employment law disputes relating to the Franchised Business or claims arising out of Franchisee's employment practices, including claims that any of the Indemnities are the employer, joint employer, or co-employer of Franchisee, any Principal, or Franchisee's Independent Staff; (10) any third-party claim that arises from or is connected with Franchisee's employment practices or personnel decisions, or that explicitly or implicitly is premised on Franchisor's direct or vicarious liability for Franchisee's employment practices or personnel decisions, including wrongful termination, wage and hour violations, and employee harassment and discrimination claims; (11) any acts, errors, or omissions of the Franchised Business, any Franchisee Indemnifying Party, and/or any Independent Staff; (12) the content of, advertisements in, and distribution of the Publication; (13) Losses and Expenses incurred by persons, other than Franchisee, due to errors or omissions contained in financial statements prepared by any Franchisee Indemnifying Party pursuant to this Agreement, even if cause by the negligence of any Franchisee Indemnifying Party or others for whom Franchisee is responsible under the law; (14) any third-party claim that arises from or is connected with any Online Presence or other online or digital content that is owned, operated, created, maintained, occupied, or controlled by or on behalf of any Franchisee Indemnifying Party in connection with the Franchised Business, including any defamatory, disparaging, or false statements or content published, posted, or otherwise disseminated through such channels; or (15) any third-party claim that arises from or is connected with the ownership, establishment, operation, or closure of the Franchised Business and/or the Publication.

"**Losses and Expenses**" includes, without limitation, all losses, compensatory, exemplary, or punitive damages, fines, charges, costs, expenses, lost profits, obligations, liabilities, penalties, reasonable attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to Franchisor's reputation and goodwill, and other such amounts incurred in connection with the matters described in Section 12.B.(1) above. This indemnity shall survive the expiration or termination of this Agreement. Each Franchisee Indemnifying Party agrees that this obligation to indemnify applies regardless of the cause or any concurrent or contributing fault or negligence of the Indemnitees. Each Franchisee Indemnifying Party hereby waives all claims against Indemnitees arising from any of the foregoing.

(2) Franchisee shall also notify Franchisor by telephone of any Action within forty-eight (48) hours after such Action is initiated and in writing within four (4) days after such Action is initiated. Indemnitees shall have the right, in their sole discretion, and at Franchisee's expense and risk, to: (1) retain counsel of their own choosing to represent them with respect to any claim, and (2) control the response thereto and the defense thereof, including the right to enter into settlements or take any other mitigating, remedial, corrective, or other actions they deem appropriate. Franchisee Indemnifying Parties must reimburse Indemnitees for all of Indemnitees' costs, expenses, and all attorneys' fees immediately upon Indemnitees' request. Franchisee Indemnifying Parties shall not, without the prior written consent of the Indemnitees, (A) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Indemnitees, or (B) settle or compromise any claim in any manner that may adversely affect the Indemnitees. Franchisee Indemnifying Parties agree to give their full cooperation to Indemnitees in assisting with the defense of any such claim. Indemnitees' undertaking of defense and/or settlement shall in no way diminish Franchisee Indemnifying Parties' obligations to indemnify Indemnitees and to hold Indemnitees harmless. Under no circumstance shall Indemnitees be required to seek recovery from any insurer or other third party or

otherwise mitigate Indemnitees' or the third parties' losses to maintain a claim for indemnification against Franchisee Indemnifying Parties. Franchisee Indemnifying Parties agree that any failure to pursue recovery from third parties or mitigate loss shall in no way reduce the amounts recoverable from the Franchisee Indemnifying Parties by Indemnitees.

C. Collections Actions. Franchisee shall reimburse Franchisor and/or its affiliate for any costs Franchisor and/or its affiliate incur to enforce advertising contracts entered into in connection with the Publication. If advertisers breach such agreements, Franchisor and its affiliates reserve the right, in their sole discretion, to seek payment from advertisers either by engaging a collections agency, instituting other collections means, and/or filing a lawsuit. Franchisor shall retain 7% of any amounts collected by Franchisor, its affiliates, or any third-party collection agency to cover Franchisor's internal costs associated with processing collection requests, managing third-party collection agencies, and administering recoveries. Additionally, Franchisee shall reimburse Franchisor and/or its affiliates for the costs of any litigation related to the enforcement of advertising contracts entered into in connection with the Publication, including without limitation legal and court costs and reasonable attorneys' fees. For the avoidance of doubt, these costs and fees are separate from and in addition to any Royalties Franchisee must pay on collected amounts.

D. Relationship of the Parties. Franchisee and Franchisor are independent contractors. Neither Franchisee nor Franchisor are agents, legal representatives, affiliates, joint venturers, partners, employees, or servants of the other for any purpose. Neither Franchisee nor Franchisor shall be obligated by, or have any liability under, any agreements or representations made by the other, nor shall Franchisor be liable for any damages to any person or property directly or indirectly arising out of Franchisee's operation of the Franchised Business, whether or not caused by Franchisor's negligence or willful action or failure to act. Franchisor shall have no liability for any sales, use, excise, gross receipts, property, income, or other taxes that Franchisee might incur in connection with Franchisee's operation of the Franchised Business. Franchisee shall retain control over Franchisee's own work schedule and determine the hours Franchisee works on any given day. Franchisee shall use his or her own equipment and materials. Franchisor may provide, from time to time, suggestions and training to assist Franchisee, but Franchisee shall retain control over the methods used to obtain the desired results for the Franchised Business, provided that the actions performed are ethical, legal, and do not violate this Agreement, Franchisor's policies, or the Franchise Brand Standards Manual. All employees and independent contractors hired by or working for Franchisee shall be employees or independent contractors of Franchisee or Franchisee's affiliates and will not, for any purpose, be deemed employees or independent contractors of Franchisor or subject to Franchisor's control. Franchisor shall not have the authority to hire, fire, promote, or demote any employees or independent contractors of Franchisee or Franchisee's affiliates or take any disciplinary action whatsoever against any such employees or independent contractors. Franchisor shall not have the right to control any of the following for Franchisee's employees and independent contractors: the hours of work, scheduling, workplace health and safety, supervision, assignment, work rules, or directions for the manner, means or methods of work performance. At all times, Franchisee shall ensure that Franchisee and Franchisee's employees are in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Additionally, Franchisee must communicate clearly to all employees that Franchisee, not Franchisor, is their employer; and Franchisee must ensure that no payroll checks or other employment-related documents (such as job applications and W-2s) contain or reference the Marks or Franchisor's name. During the Term, Franchisee must hold itself out to the public as an independent contractor conducting the Franchised Business pursuant to the rights granted by Franchisor. In accordance with the policies and format for providing notice determined by Franchisor, Franchisee may notify Franchisor that one or more of Franchisee's Independent Staff are authorized to be Franchisee's agent(s) and to communicate with Franchisor and its affiliates on Franchisee's behalf on the matters that Franchisee specifies. Franchisor shall not be liable to Franchisee for losses or expenses Franchisee incurs due to Franchisor's compliance with the instructions given by Franchisee's agents.

E. Step-In Rights Generally. In the event Franchisor exercises its step-in rights in accordance with the terms of this Agreement, Franchisee must (in addition to paying all other amounts owed due under this Agreement) pay to Franchisor an additional fee of 45% of the monthly Cash Received, plus any expenses Franchisor or a third party incurs in managing the Franchised Business ("**Management Fee**"). The Franchisee shall pay the Management Fee for as long as the Franchisor or the third-party manager is managing the Franchised Business. The Management Fee is due monthly. If Franchisor (or a third-party manager it appoints) undertakes to manage the Franchised Business pursuant to the exercise of Franchisor's step-in rights, Franchisee Indemnifying Parties agree to indemnify and hold Indemnitees and the third-party manager, if any (and Franchisor's and any third-party manager's affiliates, representatives, and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of Franchisor's or the third-party manager's management of the Franchised Business. Franchisor, or the third-party manager, as applicable, shall have a duty to utilize only reasonable efforts to operate the Franchised Business and shall not be liable to Franchisee, any Principal, or any of their respective heirs, beneficiaries, or devisees for any debts, losses, or obligations the Franchised Business incurs, or to any of Franchisee's or its Principals' creditors for any products, other assets, or services the Franchised Business purchases, while Franchisor or the third-party manager manages the Franchised Business.

13. NOTICES

A. Except as expressly provided in Section 13.B. below, any and all acceptances, approvals, notices, requests, demands, and other communications required or permitted under this Agreement must be in writing and must be delivered by electronic mail to the parties at the following email addresses:

Notices to N2:	legal@n2co.com
Notices to Franchisee and Principals	_____ @n2co.com and [INSERT PERSONAL EMAIL ADDRESSES]

All notices and other written communications shall be deemed delivered and received on the date the transmission is received in the email box designated above, whether or not the party receiving such message opens and reads the message in a timely manner. Franchisor and Franchisee shall have, and each of them hereby accepts, the obligation to check, open, and read the messages in the email boxes designated above at least once each Business Day.

B. Upon the expiration or termination of this Agreement, or if, for any reason, Franchisor no longer provides an n2co.com email account to Franchisee, then all future notices must be in writing and personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid to the parties at the following addresses until a different address is designated by written notice to the other party:

Notices to Franchisor: N2 Franchising, Inc.
Attention: General Counsel
2093 Philadelphia Pike, #3202,
Claymont, DE 19703

Notices to Franchisee
and Principals:
Attention:

14. APPLICABLE LAW; DISPUTE RESOLUTION

A. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq*.) or other federal law, this Agreement, the franchise, and all claims arising from the relationship between Franchisor and its affiliates, and Franchisee and its Principals shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflict of law rules. Franchisor and Franchisee acknowledge that the agreements regarding applicable law, forum, and venue set forth in this Section 14. provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the relationship created by this Agreement. Franchisor and Franchisee further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

B. Mediation. Before Franchisee and its Principals or Franchisor may bring an action against the other, the parties must first meet to mediate the dispute (except as otherwise provided below). Any such mediation shall be non-binding. Mediation shall be conducted in accordance with the American Arbitration Association ("**AAA**") rules for mediation of commercial disputes and held in the city in which Franchisor maintains its principal business office at the time of the mediation. The mediator must be experienced in franchising or franchise law and have no prior business or professional relationship with either party. Notwithstanding the foregoing, the parties may mutually agree on a mediator, procedures, and/or venue for mediation. The non-binding mediation provided for herein shall be commenced by the party requesting mediation ("**complainant**") providing written notice of the request for mediation to the party with whom mediation is sought ("**respondent**"). The request shall specify with reasonable particularity the matter or matters on which non-binding mediation is sought. A copy of the request shall be given by the complainant simultaneously to Franchisor if Franchisor is not a complainant or respondent. Mediation commenced under this Section 14.B. shall be concluded within sixty (60) days of the issuance of the request or such longer period as may be agreed upon by the parties in writing. All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action of any kind. Complainant and respondent shall each bear their own costs of mediation, and each shall bear one-half the cost of the mediator or mediation service.

C. Arbitration.

(1) The parties agree that, to the extent that any disputes cannot be resolved directly between Franchisee and Franchisor, and following compliance with the applicable mediation requirements set forth in Section 14.B. above, any dispute, controversy, or claim arising out of, in connection with, or relating to this Agreement, and the relationships created hereby; or the formation, interpretation, breach, termination, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, must be resolved by arbitration. The arbitration must be administered in accordance with the Commercial Rules of the AAA. There shall be one arbitrator. The arbitrator must be experienced in franchising or franchise law and have no prior business or professional relationship with either party. All matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) ("**FAA**"). The parties intend and agree that any state laws attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the FAA and that arbitration shall be held as provided in this Section 14.C. The arbitrator must provide a reasoned award in writing. The award rendered by the arbitrator shall be final, and judgment may be entered thereon in any court having jurisdiction thereof.

(2) The costs and expenses of arbitration paid to the AAA and to the arbitrator shall initially be paid equally by the two sides to the arbitration. All other arbitration-related expenses, including but not limited to attorneys' fees and travel expenses, shall be paid initially by the party which incurred such expense. Notwithstanding the foregoing, the arbitrator must award to the prevailing party the reasonable costs and fees, including attorneys' fees, incurred in the arbitration.

(3) Arbitration shall be conducted in the city in which Franchisor maintains its principal business office at the time of the arbitration.

(4) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS-ACTION BASIS OR ON ANY BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. DISPUTES MAY NOT BE JOINED OR CONSOLIDATED WITH ANY OTHER ARBITRATION UNLESS AGREED TO IN WRITING BY ALL PARTIES.**

(5) The arbitrator shall have no power or authority to award punitive damages and, with respect to any claim for damages, the arbitrator shall be authorized to award only actual damages sustained by a party.

(6) If Franchisor, Franchisee, or any of Franchisee's Principals files in court any claim that should have been brought in arbitration under this Section 14.C., and the other party succeeds in a motion to compel arbitration of such claim, the party filing such claim in court must reimburse the other party its reasonable attorneys' fees and costs for defending against the lawsuit and for its motion to compel arbitration. Further, if prior to an arbitrator's final decision, either Franchisee, any of Franchisee's Principals, or Franchisor commences an action in any court for a claim that arises out of or relates to this Agreement (except for the purpose of enforcing this arbitration provision or as otherwise permitted by this Agreement), the party bringing the action in court shall be responsible for the other party's expenses of enforcing this arbitration provision, including court costs, arbitration filing fees, and other costs and attorneys' fees.

(7) Neither Franchisee nor any of Franchisee's Principals shall assert any claim or cause of action against Franchisor or its officers, directors, shareholders, employees, or affiliates after two years following the event giving rise to such claim or cause of action.

D. Notwithstanding the foregoing provisions of Section 14.B. and Section 14.C., controversies, disputes, or claims related to or based on (1) past-due monies owed by Franchisee pursuant to this Agreement, (2) the Marks, (3) the Confidential Information, (4) the Client List, (5) Franchisor's intellectual property, (6) Franchisee's and the Principals' covenants against unfair competition and unfair solicitation, or (7) the Copyrighted Materials may be brought immediately in court by Franchisor and its affiliates without a requirement for mediation or arbitration. Notwithstanding the foregoing provisions of Section 14.B. and Section 14.C., each party retains the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including injunctions or pre-arbitral attachments, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. Franchisee and its Principals hereby irrevocably consent to personal jurisdiction in the state and federal courts located in the county in which Franchisor maintains its principal place of business for this purpose.

E. To the extent that litigation is permitted in accordance with the above provisions, or in the event that, notwithstanding the above provisions, it is ultimately determined that a particular claim is not arbitrable under applicable law, the following provisions shall apply:

(1) **VENUE AND JURISDICTION. ANY ACTION BROUGHT BY ANY PARTY AGAINST THE OTHER IN ANY COURT, WHETHER FEDERAL OR STATE, MUST BE BROUGHT EXCLUSIVELY WITHIN THE COUNTY OR THE FEDERAL JUDICIAL DISTRICT WHERE FRANCHISOR'S PRINCIPAL BUSINESS OFFICE IS LOCATED. FRANCHISEE AND ITS PRINCIPALS HEREBY SUBMIT TO THE JURISDICTION OF THOSE**

COURTS FOR PURPOSES OF ANY SUCH PROCEEDING AND WAIVE ANY OBJECTIONS TO JURISDICTION AND ANY CLAIM THAT SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM OR THAT VENUE IS IMPROPER. NOTWITHSTANDING THE ABOVE, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER PROVISIONAL RELIEF, ANY PARTY MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

(2) **WAIVER OF JURY TRIAL. FRANCHISEE AND FRANCHISOR HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

(3) **WAIVER OF PUNITIVE DAMAGES. THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, CLAIMS FOR DAMAGES SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY A PARTY.**

(4) Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

15. CONSTRUCTION OF AGREEMENT

A. Entire Agreement. This Agreement, the documents referred to herein, and the Attachments hereto constitute the entire, full, and complete agreement between Franchisor, Franchisee, and Principals concerning the subject matter hereof and supersede all prior related understanding, representations (including, unless otherwise agreed to by the parties, the representations of any franchised sellers), or agreements concerning the subject matter hereof; provided, however, that nothing in this Agreement or any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document that Franchisor furnished to Franchisee. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

B. No Waiver. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee or the Principals under this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power against Franchisee or the Principals, or as to a subsequent breach or default by Franchisee or the Principals.

C. Approval or Consent. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee must make a timely written request to Franchisor, and such approval or consent must be obtained in writing. No waiver, approval, consent, advice, or suggestion given to Franchisee, and no neglect, delay, or denial of any request therefor, shall constitute a warranty or guaranty by Franchisor, nor does Franchisor assume any liability or obligation to Franchisee or any third party as a result thereof.

D. Force Majeure. Upon the occurrence of a Force Majeure Event (as defined below), the party affected thereby must give prompt notice thereof to the other party, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement

to be affected, and a plan for resuming operation under the Agreement, which the party must promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused. Except as provided in this Section 15.D., neither party shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. "**Force Majeure Event**" means any act of God, war, riot, embargo, act of terrorism or sabotage, electronic viruses, fire flood, earthquake, or other unforeseeable circumstance or unavoidable event which is beyond the control of the party invoking this clause and which renders such party completely incapable of performing its obligations under this Agreement.

E. Severability. Except as expressly provided to the contrary herein, each portion, section, part, term, and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term, or provision is determined by a court or agency having valid jurisdiction to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such determination shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms, or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms, or provisions shall be deemed not to be part of this Agreement; and such portion, section, part, term, or provision as similar as possible to that which was severed shall automatically be added, which addition shall be valid and not contrary to or in conflict with any law or regulation.

F. Counterpart Execution; Digital Signatures. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument. Facsimile signatures, including digital signatures, shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.

G. Headings. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part thereof, nor shall such captions otherwise be given any legal effect.

H. Survival. Any obligation of Franchisee or the Principals that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or the Principals therein shall be deemed to survive such termination, expiration, or transfer. Without limitation of the foregoing, the provisions of Section 14. are intended to benefit and bind certain third-party non-signatories and shall continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

I. Interpretation. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable. Without limiting the obligations individually undertaken by the Principals under this Agreement, all acknowledgments, promises, covenants, agreements, and obligations made or undertaken by Franchisee in this Agreement shall be deemed to have been jointly and severally undertaken by all of the Principals. No term of this Agreement shall be deemed to restrict Franchisee's ability to communicate with government agencies and officials regarding the Franchised Business.

J. Remedies Cumulative. All rights and remedies of the parties to this Agreement are cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure, or default or threatened breach, failure, or default of any term, provision, or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more

uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination, or exercise of Franchisor's rights pursuant to Section 10. of this Agreement shall not discharge or release Franchisee or any of the Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination, or the exercise of such rights under this Agreement. Additionally, Franchisee and the Principals shall pay all court costs and reasonable attorneys' fees and costs incurred by Franchisor in obtaining any remedy available to Franchisor for any violation of this Agreement.

K. No Third-Party Beneficiary. Except as expressly provided to the contrary herein, nothing in this Agreement is intended to confer, nor shall anything in this agreement be deemed to confer, any rights or remedies under or as a result of this Agreement upon any person or legal entity other than Franchisee, Franchisor, the Indemnitees and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, authorized by Section 9.).

L. Further Assurances. The parties shall promptly execute and deliver such further documents and take such further action as may be necessary in order to effectively carry out the intent and purposes of this Agreement.

M. Agreement Effective Upon Execution by Franchisor. This Agreement shall not become effective until signed by an authorized representative of Franchisor.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth below, each intending to be legally bound by its terms.

FRANCHISOR:
N2 Franchising, Inc.

By:_____
JP Hamel, CEO
Date:_____

FRANCHISEE:
[Insert name of Franchisee entity here]

By: _____
Name:_____
Title:_____
Date: _____

ATTACHMENT A
CERTAIN DEFINITIONS

"**Franchise Brand Standards Manual**" means Franchisor's confidential operations manual, which may consist of one or more manuals, containing Franchisor's mandatory and suggested standards, specifications, and operating procedures relating to the operation of the Franchised Business and Franchisee's obligations under this Agreement. The term also includes alternative or supplemental means of communicating information to Franchisee, including bulletins, video files, audio files, CD ROMs, and electronic communications (including via a website, extranet, or intranet).

"**Advertising Value**" means the greater of **(1)** the minimum market value of each ad, as Franchisor or its affiliate determines, in its sole discretion; **(2)** the contract price for which the print advertising actually sold, which Franchisee can determine; **(3)** the cash value of services that Franchisee barters in exchange for print advertising; or **(4)** the combined amount/value of (2) and (3), if applicable.

An "**affiliate**" of a named person is any person or entity that is controlled by, controlling or under common control with such named person, and includes parents and subsidiaries of the named person.

"**Business Day**" means each day other than a Saturday, Sunday, federal U.S. holiday, or any other day on which the Federal Reserve is not open for business in the United States.

"**Cash Received**" means all revenue actually received by Franchisor or its affiliates from advertisers, Communities, Industry Groups, or other parties under the terms of an Advertising Contract or any other form of agreement or contract related to the Publication.

"**Commission**" the Franchisee will receive for each of the N2 publications it manages, including the Publication, is calculated as follows:

(i) For any print advertisement Franchisee sells for inclusion in the Publication, the amount equal to the total Cash Received for the Publication in the applicable month; minus the Royalty for the Publication for the applicable month; minus the Publication Expense for the Publication for the applicable month; plus

(ii) For any print advertisement Franchisee sells for inclusion in a publication managed by another franchisee or the Franchisor's affiliate, as applicable, **(x)** the amount equal to Franchisor's then-current Outgoing Cross-Selling Fee, divided by the total number of publications Franchisee manages, or **(y)** the Pre-print Commission, divided by the total number of publications Franchisee manages; plus

(iii) For any print advertisement another franchisee or Franchisor's affiliate sells for inclusion in the Publication, the amount equal to Franchisor's then-current Receiving Cross-Selling Fee; plus

(iv) The amounts paid by advertisers for the digital extended reach ("Extended Reach") services allocated to the Publication; minus the Extended Reach fee for the applicable month; plus

(v) If in the future Franchisor institutes a fee for managing a client, for any print advertisement where Franchisee "manages" (as defined in Franchisor's then-current Franchise Brand Standards Manual) a client who publishes a print advertisement in a publication managed by another franchisee, Franchisee will receive a Commission equal to Franchisor's then-current Managing Cross-Selling Fee, divided by the number of publications Franchisee manages; minus

(vi) All other applicable fees and/or deductions applicable to Franchisee or the Publication, including, but not limited to: **(1)** extra copy orders fee; **(2)** late commission deductions;

(3) ad design revision fee and adjustment fee; **(4)** missed deadline fee and late revision fee; **(5)** Returnable Commissions; **(6)** fees for services Franchisor or its affiliates provide, including any optional services Franchisee elects to receive from Franchisor or its affiliates; **(7)** cross-selling fees originating from Franchisee's sales into publications managed by Franchisor or its affiliates or fees for Corporate Ads; **(8)** lead generation fees; **(9)** administrative credit card fees; and/or **(10)** Negative Commissions.

"**Confidential Information**" means information and know-how, oral, visual or written, and documents relating to Franchisor, its affiliate, the Franchised Business, and any publication furnished by Franchisor or its affiliates, or representatives of Franchisor, to Franchisee. Franchisor's Confidential Information includes, without limitation, all trademarks, trade names, service marks, emblems, and indicia of origin used by Franchisor in connection with the operation of the Franchised Business, and all trade secrets or know-how, including, but not limited to, research, plans, products, services, customer lists, supplier information, advertisers, business plans, marketing data and materials, software, electronic code, forms, processes, methods of operation, strategic information, financial information, manuals, and other business information disclosed to Franchisee by Franchisor or its representatives, as well as any data stored on or within the IT Systems.

"**Copyrighted Materials**" means works of authorship which are owned by Franchisor or its affiliate and fixed in a tangible medium of expression including, without limitation, the contents of the Franchise Brand Standards Manual; the design elements of the Marks; Franchisor's bulletins, correspondence, and communications with its franchisees; training, advertising, and promotional materials; and the content and design of Franchisor's Online Presences and all N2 publications; and other written materials relating to the operation of the Franchised Business and the System.

"**Negative Commissions**" means the negative amount that occurs when the Royalty, Publication Expenses, and other applicable fees and deductions (including without limitation amounts owed Franchisor or its affiliate as a result of other agreements between Franchisee or its affiliate on the one hand and Franchisor or its affiliate on the other hand) exceed Cash Received.

"**Owner"** means a holder of a direct or indirect ownership interest in Franchisee and of any entity directly or indirectly controlling Franchisee.

"**Person**" means an individual or an entity, including a corporation, limited liability company, partnership, trust, unincorporated organization, association, or investment entity, or any Governmental Authority.

"**Pre-print Commission**" means a one-time payment equal to 10% of the total value of the contract with the advertiser for the purchase of print advertisements to be included in a publication managed by a Receiving Franchisee.

"**Principals**" includes, collectively and individually, all officers, directors, and limited liability company managers of Franchisee (including the officers and directors and limited liability company managers of any general partner of Franchisee) whom Franchisor designates as Franchisee's Principals, and all Owners.

"**Publication Expense**" means Franchisor's affiliate's cost to design, publish, print, and deliver each issue of the Publication and undertake all other related tasks, including, without limitation, publication design costs, ad creation and design costs, printing costs, postage, administrative costs (including allocable portions of salaries, computer systems, etc.), and any miscellaneous costs. The Publication Expense for a particular publication is determined based on the number of homes contained in the Mailing List ("**Home**

Count") and the number of pages in the particular publication ("**Page Count**"). The Publication Expense for a particular publication can be determined by entering the Home Count and the Page Count in the Publication Calculator on Franchisor's Online Presence or as otherwise provided by Franchisor or its affiliate. Franchisor or its affiliate determines the cost basis used for calculating the Publication Expense ("**Cost Basis**") on an annual basis, and that Cost Basis is implemented on November 1 of each year and is applied through October 31 of the following year ("**Calculation Year**"). Notwithstanding anything to the contrary in this Agreement, Franchisor or its affiliate will not increase the Cost Basis by more than the greater of **(a)** 10% per Calculation Year or **(b)** the percentage change in the "Consumer Price Index – All Urban Consumers," which is determined and published by the Bureau of Statistics of the United States Department of Labor, for the immediately preceding Calculation Year; except that if postage rates increase at any time during any Calculation Year, Franchisor and its affiliate reserve the right to increase the Cost Basis during the Calculation Year by the amount of the postage rate increase.

"**Receiving Franchisee**" means the franchisee or affiliate of Franchisor who has the right to distribute the publication within which the print advertisements sold by a Selling Franchisee will be published.

"**Royalty**" means 15% of the Advertising Value of each issue of the Publication (or, in the case of cross-selling, the publication managed by another franchisee or an affiliate of Franchisor), whether or not Franchisor or its affiliate actually receives payment for the print advertisements.

"**Selling Franchisee**" means the franchisee (or affiliate of Franchisor) who sells print advertisements to be included in a publication managed by another franchisee (or affiliate of Franchisor).

"**Software Programs**" means the proprietary or other software programs developed or acquired by or on behalf of Franchisor for use in connection with the Franchised Business.

ATTACHMENT B
PUBLICATION DESCRIPTION, TERRITORY & INITIAL FRANCHISE FEE

Franchisee has the right to operate the Franchised Business only for the Publication described below and in compliance with the Agreement and the information provided below:

1. The Territory for the BELOCAL® Publication is:

_____

_____

_____

2. Franchisee has the right to use the following Marks, as set forth in the Agreement: BELOCAL®

3. Franchisee acknowledges that Franchisor is the lawful, rightful, and sole owner of the Internet domain name, belocalpub.com.

Check one:

□ The Initial Franchise Fee of $735 is waived.

□ The Initial Franchise Fee is due and payable upon execution of the Franchise Agreement because Franchisee is purchasing a franchise located in a Territory in which a Bridge Publication is currently located. The Initial Franchise Fee is not refundable upon any circumstances.

Acknowledged by:

FRANCHISOR:
N2 Franchising, Inc.

By:_____
JP Hamel, CEO
Date:_____

FRANCHISEE:
[Insert name of Franchisee entity here]

By:_____
Name:_____
Title:_____
Date: _____

ATTACHMENT C
PRINCIPALS' UNDERTAKING

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement, and any revisions, modifications, and amendments thereto, (collectively, "**Agreement**") by and between N2 Franchising, Inc. ("**Franchisor**"), and [Franchisee], ("**Franchisee**"), and dated [Insert Date of Agreement]), the undersigned (each, a "**Principal**") agree(s) as follows:

1. Each Principal acknowledges and agrees as follows:

(a) The undersigned is a "Principal," as defined in the Agreement, and has read the terms and conditions of the Agreement and acknowledges that the execution of this Principal's Undertaking is in partial consideration for, and a condition to, Franchisor entering into the Agreement with Franchisee and that Franchisor would not have entered into the Agreement without the execution of this Principal's Undertaking; and

(b) Without limiting any of Franchisee's obligations under the Agreement, Principal **(i)** makes all of the covenants, representations, warranties, and agreements set forth in Section 5.L. (Legal Compliance), Section 7. (Confidentiality, Covenants Against Unfair Competition and Solicitation), Section 8. (Use of Marks and Copyrighted Materials), Section 9. (Transfer and Assignment), and Section 14. (Applicable Law; Dispute Resolution) of the Agreement and is obligated to perform thereunder; and **(ii)** represents that each and every representation of Franchisee made in connection with the Agreement is true, correct, and complete in all respects as of the time given and as of the time of the undersigned's execution of this Principals' Undertaking.

(c) If Principal is an Owner, Principal (i) makes all of the covenants, representations, and warranties set forth in Sections 7.B and 7.D of the Agreement and **(ii)** represents that each and every representation of Franchisee made in connection with the Agreement is true, correct, and complete in all respects as of the time given and as of the time of the undersigned's execution of this Principals' Undertaking. If Principal is not an Owner, Principal shall not be bound by Sections 7.B and 7.D of the Agreement.

(d) Principal agrees to jointly, individually, and severally become a surety and guarantor for the payment of all amounts Franchisee must pay under the terms of the Agreement, including under any indemnity. Principal's liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and the other guarantors of Franchisee. Principal shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so. Franchisor may proceed against Principal and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Principal, without having commenced any action or obtained any judgment against Franchisee. Principal agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Principal. Principal consents and agrees that: (1) Principal's liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against the Franchisee or any other person; (2) Principal's liability will not be diminished, relieved, or otherwise affected by the Franchisee's insolvency, bankruptcy, or reorganization; the invalidity, illegality, or unenforceability of all or any part of the Agreement; or the amendment or extension of the Agreement with or without notice to the Principal; (3) Principal's liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of

which shall in any way modify or amend this Principal's Undertaking, which shall be continuing and irrevocable during the term of the Agreement; and (4) this Principal's Undertaking shall apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without the Principal receiving notice thereof. Principal waives: (1) notice of demand for payment of any indebtedness or on performance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability; (4) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed; and (5) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

2. The obligations of Principal are independent of the obligations of Franchisee, and a separate action or actions may be brought and prosecuted against Principal, whether or not actions are brought against Franchisee or whether or not Franchisee is joined in any such action.

3. This Principal's Undertaking is governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. This Principal's Undertaking is enforceable by and against the respective administrators, executors, successors, and assigns of Principal, and the death of any Principal will not terminate the liability of such Principal or limit the liability of other Principals hereunder.

IN WITNESS WHEREOF, the undersigned execute this Principals' Undertaking effective as of the date(s) set forth below.

PRINCIPAL(S):

_____	_____
(Signed as an Individual)	(Signed as an Individual)
Name:_____	Name: _____
Date:_____	Date: _____

ATTACHMENT D-1
CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into this _____ day of _____, 20__, between N2 Franchising, Inc. ("**Franchisor**") and _____ ("**Covenantor**"). Franchisor has granted to _____ ("**Franchisee**") the right to operate business pursuant the terms of a franchise agreement between Franchisor and Franchisee dated _____ ("**Franchise Agreement**"). Initially capitalized terms used, but not defined in this Agreement, have the meanings contained in the Franchise Agreement.

RECITALS

A. Franchisor has the right to use and license the use of a system ("**System**") for the establishment and operation of franchised businesses that (i) sell print advertising for publications, (ii) sell digital advertising services, (iii) facilitate publishing of a print publication, (iv) solicit and compile content for a publication, and (v) organize local events, all under the Marks ("**Franchised Businesses**").

B. The System is identified by certain Marks and includes certain Confidential Information which provides economic advantages to Franchisor and licensed users of the System.

C. Covenantor desires to become involved with Franchisee in the capacity of an Owner of the Franchised Business that is subject to the Franchise Agreement (the "Franchised Business").

D. In connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the Confidential Information, to use the Marks, and to obtain valuable knowledge and experience about the Franchised Business, including through training.

E. Franchisor and Franchisee have agreed on, and Covenantor acknowledges, the importance of restricting the use, access, and dissemination of the Confidential Information and otherwise protecting the goodwill, the Marks, and other legitimate business interests of the Franchisor; and Covenantor has agreed to enter into a written agreement protecting the Confidential Information, further protecting the legitimate interests of the Franchised Business, and protecting the System against unfair competition.

F. Covenantor acknowledges that receipt of and the right to use the Confidential Information, the Marks, the training, and goodwill constitutes independent valuable consideration for the representations, promises, and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

AGREEMENT

Confidentiality/Non-Disclosure

1. Covenantor will at all times maintain the confidentiality of the Confidential Information and will use and disclose such Confidential Information only in the course of his or her work with or performance of services for the Franchisee in connection with the operation of the Franchised Business under the Franchise Agreement.

2. Covenantor will not at any time make copies of any of the Confidential Information for any purpose that is not directly related to the Franchised Business.

3. Covenantor will return and surrender any material containing any Confidential Information to Franchisee or Franchisor, upon request, or upon termination of Covenantor's business relationship with the Franchised Business.

4. Without limiting the foregoing in any way, Covenantor acknowledges that the Franchise Brand Standards Manual is Confidential Information; that Franchisor grants Franchisee, and therefore Covenantor, access to the Franchise Brand Standards Manual for limited purposes only; and that the Franchise Brand Standards Manual remains the property of Franchisor. Covenantor agrees that no Franchise Brand Standards Manual may be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

5. In order to protect the Confidential Information, the Marks, the goodwill of the System, and the legitimate business interests of the Franchised Business, Covenantor agrees that, during the term of his or her business relationship with the Franchisee or the Franchised Business, and for a period of two years following the earlier of **(A)** the termination of Covenantor's business relationship with Franchisee (regardless of the reason for such termination), or **(B)** the termination, expiration, or transfer of Franchisee's interest in the Franchise Agreement (regardless of the reason for termination, expiration, or transfer), Covenantor will not, without Franchisor's prior written consent or as permitted under a valid franchise agreement with Franchisor:

(i) own, operate, or manage any Competitive Business; or

(ii) engage in, provide, or assist others in engaging in or providing, Competitive Services; or

(iii) perform any activities for or relating to a Competitive Business, the performance of which is reasonably likely to involve the use or disclosure of Confidential Information, which activity is similar to any activity Covenantor engaged in during the twelve-month period prior to the termination of Covenantor's business relationship with Franchisee or the termination, expiration, or transfer of Franchisee's interest in the Franchise Agreement; provided, however, that nothing herein shall prohibit Covenantor from owning, solely as an investment, securities of any Person traded on any national securities exchange if neither Franchisee nor any Covenantor controls, or is a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person.

6. Definitions.

(A) The term "**Restricted Territory**" means the following divisible and severable territorial divisions:

(i) the territories of, and a ten-mile radius around the perimeter of the territory of, any publication business owned by Franchisor, its affiliates, or its franchisees (including the territory of the Franchised Business); or

(ii) only in the event the foregoing is determined to be too broad by a court of law or arbitrator, the territories of any publication business owned by Franchisor, its affiliates, or its franchisees (including the territory of the Franchised Business); or

(iii) only in the event the foregoing is determined to be too broad by a court of law or arbitrator, the territories of any of Franchisor's franchisees (including the territory of the Franchised Business); or

(iv) only in the event the foregoing is determined to be too broad by a court of law or arbitrator, a ten-mile radius around the perimeter of the territory of the Franchised Business and the territory of the Franchised Business; or

(v) only in the event the foregoing is determined to be too broad by a court of law or arbitrator, the territory of the Franchised Business.

(B) The term "**Competitive Business**" includes the following divisible and severable business lines or services (each, a "**Competitive Service**") which the Franchisee's Franchised Business of which Covenantor is a part provided **(i)** for covenants applicable during the term of the Covenantor's business relationship with Franchisee or the Franchised Business, at any time during that relationship and **(ii)** for covenants applicable after the term of the Covenantor's relationship with Franchisee or the Franchised Business, at any time within the twelve-month period prior to the termination of the Covenantor's business relationship with the Franchised Business or the termination, expiration, or transfer of the Franchisee's Franchise Agreement:

(i) selling digital and/or print advertising to businesses for publication in or related to digital or print publications that compete with any N2 publication(s), including BELOCAL publications;

(ii) publishing and/or facilitating the publishing of digital or print publications that compete with any N2 publication(s), including BELOCAL publications;

(iii) developing relationships among members of Communities within the Territory, or members of Industry Groups within the Territory and within ten miles of the Territory, for the purpose of selling or marketing digital or print publications that compete with any N2 publication(s), including BELOCAL publications;

(iv) organizing, sponsoring, or hosting events for advertisers in the Publication or members of Communities within the Territory, or members of Industry Groups within the Territory and within ten miles of the Territory, for the purpose of selling or marketing digital or print publications, or digital or print advertising in digital or print publications, that compete with any N2 publication(s); or

(v) offering or selling digital marketing and advertising services which are offered or sold by Franchisor or its affiliates or are or were offered and sold by Franchisee.

(C) The term "**Confidential Information**" means information and know-how, oral, visual, or written, and documents relating to Franchisor, its affiliates, the Franchised Business, and any publication Furnished by Franchisor or its affiliates, or representatives of Franchisor, to Covenantor. Franchisor's Confidential Information includes, without limitation, all trademarks, trade names, service marks, emblems, and indicia of origin used by Franchisor in connection with the operation of the Franchised Business, and all trade secrets or know-how, including, but not limited to, research, plans, products, services, customer lists, supplier information, advertisers, business plans, marketing data and materials, software, electronic code, forms, processes, methods of operation, strategic information, financial information, manuals, and other business information disclosed to Covenantor by Franchisor or its representatives, as well as any data stored on or within the information technology systems of Franchisor or any of its affiliates.

Miscellaneous

8. Covenantor agrees that:

(A) Each of the covenants herein contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

(B) Each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor shall be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement. No term of this Agreement shall be deemed to restrict Covenantor's ability to communicate with government agencies and officials regarding the Franchised Business.

(C) In the event of a breach of this Agreement, Franchisor would be irreparably injured and without an adequate remedy at law and, therefore, upon any such breach or attempted breach of any provision hereof, Franchisor shall be entitled, in addition to any other remedies which it may have at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. The time periods relating to the obligations described in this Agreement will be tolled during any period of noncompliance.

9. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees and costs) incurred by Franchisor in enforcing this Agreement.

10. Any failure by Franchisor to object to or take action with respect to any breach of any provision of this Agreement by Covenantor will not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

11. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO TEXAS CONFLICT OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL DISTRICT COURTS LOCATED IN THE STATE, COUNTY, OR JUDICIAL DISTRICT IN WHICH FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM OR HER IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY TEXAS OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL BE THE COUNTY OR JUDICIAL DISTRICT IN WHICH THE FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

12. FRANCHISOR AND COVENANTOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A TRIAL BY THE COURT.

13. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a duly-authorized writing executed by all parties.

14. Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by facsimile or electronic mail to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice will be addressed to:

N2 Franchising, Inc.
2093 Philadelphia Pike, #3202
Claymont, DE 19703
Attention: General Counsel

If directed to Covenantor, the notice will be addressed to:

_____
_____
_____

Attention: _____
Facsimile: _____

Any notice will be deemed to have been given at the time of personal delivery; or, in the case of expedited delivery service, on the next Business Day; or, in the case of or registered or certified mail, three Business Days after the date and time of mailing; or, in the case of facsimile or electronic mail, upon transmission (provided confirmation is sent by expedited delivery service or registered or certified mail).

15. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and will inure to the benefit of its respective affiliates, successors and assigns. The respective obligations of Covenantor hereunder may not be assigned by Covenantor without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR:
N2 Franchising, Inc.

By:_____
JP Hamel, CEO

Date:_____

COVENANTOR:

By: _____
Name:_____
Title:_____
Date: _____

ATTACHMENT D-2
CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO SOLICIT

This Agreement is made and entered into this _____ day of _____, 20__, between N2 Franchising, Inc. ("**Franchisor**") and _____ ("**Covenantor**"). Franchisor has granted to _____ ("**Franchisee**") the right to operate business pursuant the terms of a franchise agreement between Franchisor and Franchisee dated _____ ("**Franchise Agreement**"). Initially capitalized terms used, but not defined in this Agreement, have the meanings contained in the Franchise Agreement.

RECITALS

A. Franchisor has the right to use and license the use of a system ("**System**") for the establishment and operation of franchised businesses that (i) sell print advertising for publications; (ii) sell digital advertising services; (iii) facilitate a publishing of a print publication; (iv) solicit and compile content for a publication; and (v) organize local events, all under the Marks ("**Franchised Businesses**").

B. The System is identified by certain Marks and includes certain Confidential Information which provides economic advantages to Franchisor and licensed users of the System.

C. Covenantor desires to become involved with Franchisee in the capacity of an owner, officer, director, partner, member, manager, shareholder, guarantor, employee, or contractor of the Franchised Business that is subject to the Franchised Agreement (the "Franchised Business").

D. In connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the Confidential Information, to use the Marks, and to obtain valuable knowledge and experience about the Franchised Business, including through training.

E. Franchisor and Franchisee have agreed on, and Covenantor acknowledges, the importance of restricting the use, access, and dissemination of the Confidential Information and otherwise protecting the goodwill, the Marks, and other legitimate business interests of the Franchisor; and Covenantor has agreed to enter into a written agreement protecting the Confidential Information, further protecting the legitimate interests of the Franchised Business and protecting the System against unfair competition.

F. Covenantor acknowledges that receipt of and the right to use the Confidential Information, the Marks, the training, and goodwill constitutes independent valuable consideration for the representations, promises, and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

AGREEMENT

Confidentiality/Non-Disclosure

1. Covenantor will at all times maintain the confidentiality of the Confidential Information and will use and disclose such Confidential Information only in the course of his or her work with or performance of services for the Franchisee in connection with the operation of the Franchised Business under the Franchise Agreement.

2. Covenantor will not at any time make copies of any of the Confidential Information for any purpose that is not directly related to the Franchised Business.

3. Covenantor will return and surrender any material containing any Confidential Information to Franchisee or Franchisor, upon request, or upon termination of Covenantor's business relationship with the Franchised Business.

4. Without limiting the foregoing in any way, Covenantor acknowledges that the Franchise Brand Standards Manual is Confidential Information that Franchisor grants Franchisee, and therefore Covenantor, access to the Franchise Brand Standards Manual for limited purposes only; and that the Franchise Brand Standards Manual remains the property of Franchisor. Covenantor agrees that no Franchise Brand Standards Manual may be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Solicit

5. In order to protect the Confidential Information, the Marks, the goodwill of the System, and the legitimate business interests of the Franchised Business, Covenantor agrees that, during the term of his or her business relationship with the Franchisee or the Franchised Business, Covenantor will not, without Franchisor's prior written consent or as permitted under valid franchise agreements with Franchisor, solicit or attempt to solicit, using any form of oral, written, or electronic communications, (i) any current franchisee of Franchisor, or (ii) any of Franchisor's or Franchisee's current or prospective business advertisers with whom Covenantor interacted for the purpose of soliciting, offering, or accepting goods or services that are competitive with those offered by Franchisee, Franchisor, or Franchisor's affiliate.

6. In order to protect the Confidential Information, the Marks, the goodwill of the System, and the legitimate business interests of the Franchised Business, Covenantor agrees that, for a period of two years following the earlier of **(i)** the termination of Covenantor's business relationship with Franchisee (regardless of the reason for such termination), or **(ii)** the termination, expiration, or transfer of Franchisee's interest in the Franchise Agreement (regardless of the reason for termination, expiration, or transfer), Covenantor will not, without Franchisor's prior written consent or as permitted under valid franchise agreements with Franchisor, solicit or attempt to solicit, using any form of oral, written, or electronic communications, (a) any franchisee of Franchisor, or (b) any of Franchisor's, Franchisor's affiliate, or Franchisee's current or prospective business advertisers with whom Covenantor interacted during the twelve-month period prior to the termination of Covenantor's business relationship or the termination, expiration, or transfer of Franchisee's interest in the Franchise Agreement, for the purpose of soliciting, offering, or accepting Competitive Services.

7. Definitions.

(A) The term "**Confidential Information**" means information and know-how, oral, visual, or written, and documents relating to Franchisor, its affiliates, the Franchised Business, and any publication Furnished by Franchisor or its affiliates, or representatives of Franchisor, to Covenantor. Franchisor's Confidential Information includes, without limitation, all trademarks, trade names, service marks, emblems, and indicia of origin used by Franchisor in connection with the operation of the Franchised Business, and all trade secrets or know-how, including, but not limited to, research, plans, products, services, customer lists, supplier information, advertisers, business plans, marketing data and materials, software, electronic code, forms, processes, methods of operation, strategic information, financial information, manuals, and other business information disclosed to Covenantor by Franchisor or its representatives.

(B) The term "**Competitive Services**" means the severable business lines or services which the Franchisee's Franchised Business of which Covenantor is a part provided **(i)** for covenants applicable during the term of the Covenantor's business relationship with Franchisee or the Franchised Business, at any time during that relationship and **(ii)** for covenants applicable after the term of the Covenantor's relationship with Franchisee or the Franchised Business, at any time within the twelve-month period prior to the termination of the Covenantor's business relationship with the Franchised Business or the termination, expiration, or transfer of the Franchisee's Franchise Agreement:

(1) selling digital and/or print advertising to businesses for publication in or related to digital or print publications that compete with any N2 publication(s), including BELOCAL publications;

(2) publishing and/or facilitating the publishing of digital or print publications that compete with any N2 publication(s), including BELOCAL publications;

(3) developing relationships among members of Communities within the Territory, or members of Industry Groups within the Territory and within ten miles of the Territory, for the purpose of selling or marketing digital or print publications that compete with any N2 publication(s), including BELOCAL publications;

(4) organizing, sponsoring, or hosting events for advertisers in the Publication or members of Communities, or members of Industry Groups within the Territory and within ten miles of the Territory, within the Territory for the purpose of selling or marketing digital or print publications, or digital or print advertising in digital or print publications, that compete with any N2 publication(s); or

(5) offering or selling digital marketing and advertising services which are offered or sold by Franchisor or its affiliates or are or were offered and sold by Franchisee.

Miscellaneous

8. Covenantor agrees that:

(A) Each of the covenants herein contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

(B) Each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor shall be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement. No term of this Agreement shall be deemed to restrict Covenantor's ability to communicate with government agencies and officials regarding the Franchised Business.

(C) In the event of a breach of this Agreement, Franchisor would be irreparably injured and without an adequate remedy at law and, therefore, upon any such breach or attempted breach of any provision hereof, Franchisor shall be entitled, in addition to any other remedies which it may have at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the

terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. The time periods relating to the obligations described in this Agreement will be tolled during any period of noncompliance.

9. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees and costs) incurred by Franchisor in enforcing this Agreement.

10. Any failure by Franchisor to object to or take action with respect to any breach of any provision of this Agreement by Covenantor will not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

11. **THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO TEXAS CONFLICT OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL DISTRICT COURTS LOCATED IN THE STATE, COUNTY, OR JUDICIAL DISTRICT IN WHICH FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM OR HER IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY TEXAS OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL BE THE COUNTY OR JUDICIAL DISTRICT IN WHICH THE FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.**

12. **FRANCHISOR AND COVENANTOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A TRIAL BY THE COURT.**

13. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a duly-authorized writing executed by all parties.

14. Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by facsimile or electronic mail to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice will be addressed to:

N2 Franchising, Inc.
2093 Philadelphia Pike, #3202
Claymont, DE 19703
Attention: General Counsel

If directed to Covenantor, the notice will be addressed to:

_____
_____
_____

Attention: _____
Facsimile: _____

Any notice will be deemed to have been given at the time of personal delivery; or, in the case of expedited delivery service on the next Business Day; or, in the case of or registered or certified mail, three Business Days after the date and time of mailing; or, in the case of facsimile or electronic mail, upon transmission (provided confirmation is sent by expedited delivery service or registered or certified mail).

15. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and will inure to the benefit of its respective affiliates, successors and assigns. The respective obligations of Covenantor hereunder may not be assigned by Covenantor without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR:
N2 Franchising, Inc.

By:_____
JP Hamel, CEO

Date:_____

COVENANTOR:

By: _____
Name:_____
Title:_____
Date: _____

ATTACHMENT E
STATEMENT OF OWNERSHIP INTERESTS AND MANAGEMENT INFORMATION

1. The following is a list of all shareholders, partners, members, or other investors owning a direct or indirect interest in Franchisee and a description of the nature of their interests (the Owners):

Name	Ownership Interest in Franchisee	Nature of Interest

2. The following is a list of all of Franchisee's Principals who are signing the Principals' Undertaking.

_____

_____

_____

3. The following named Principal or Operations Manager is the person responsible for the day-to-day operations and management of the Franchised Business.

_____

ATTACHMENT F
ELECTRONIC FUNDS TRANSFER AUTHORIZATION

DIRECT DEPOSIT ENROLLMENT

I hereby authorize N2 Franchising, Inc. ("Company") to initiate credit and, if necessary, debit entries, and adjustments for any credit entries in error to the account indicated below, at the depository financial institution (Bank Name) named below, and to credit or debit the same from such account. I acknowledge that this authorization will remain in effect until I cancel or supersede the account information in writing and that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authorization will remain in effect until Company has received advanced written notice of cancellation from me in such time and in such manner as to afford Company a reasonable opportunity to act on it, and in no event will not be less than 30 days.

Bank Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Account Number: _____ Routing Number: _____

Select one: ☐ Checking ☐ Savings

Name on Account (Entity or Individual): _____

_____

Signature Date Print Name

_____

Title if Signing for Entity

ATTACHMENT G
LISTING ASSIGNMENT

This Assignment Agreement ("Assignment") is made, and entered into, between N2 FRANCHISING, INC. ("Franchisor") and the undersigned Franchisee ("Franchisee").

A. Franchisor and Franchisee have entered into a Franchise Agreement dated _____ ("Franchise Agreement"), pursuant to which Franchisee was granted the right to operate a BELOCAL franchised business ("Franchised Business"); and

B. It is the desire of and in the best interests of Franchisor and the system for operations that Franchisor has developed that, in the event the Franchise Agreement terminates or expires, the telephone numbers, telephone directory listings, email addresses, and Online Presences used by Franchisee in connection with the operation of the Franchised Business shall be assigned to Franchisor.

NOW THEREFORE, in consideration of the foregoing and Franchisor agreeing to enter into the Franchise Agreement, Franchisor and Franchisee agree as follows:

1. Franchisee hereby agrees to assign to Franchisor: (i) those certain telephone numbers and regular, classified, or other telephone directory listings used by Franchisee in connection with operating the Franchised Business, including personal cellphone numbers; (ii) all email addresses that use the Marks or that are used by Franchisee in connection with the operation of the Franchised Business; (iii) any Online Presence (as that term is defined in the Franchise Agreement) which uses the Marks, which Franchisee uses in connection with the operation of the Franchised Business, or which Franchisee has been permitted by Franchisor to create; and (iv) all rights, title, and interest in the content of any Online Presence, whether now-existing or adopted by Franchisee in the future (collectively the "Listings").

2. This Assignment is for collateral purposes only and, except as specified herein, Franchisor will have no liability or obligation of any kind whatsoever arising from or in connection with Franchisee's use of the Listings unless and until Franchisor notifies the telephone company, listing agencies, internet service providers, or other parties that provide the Listings (collectively, the "Providers") to effectuate the assignment pursuant to the terms hereof.

3. Upon termination or expiration of the Franchise Agreement, Franchisor will have the right and is hereby empowered to effectuate the assignment of the Listings to itself or to any third party it designates. In the event Franchisor exercises its assignment rights, Franchisee will have no further right, title, or interest in or to the Listings; provided, however, Franchisee shall be obligated to pay all amounts owed in connection with the Listings, including all sums owed to Franchisor, Franchisor's affiliates, or Franchisor's approved suppliers under existing contracts for the Listings, and Franchisee shall immediately, at the Franchisor's request, (i) take any other action as may be necessary to transfer the Listings to the Franchisor or Franchisor's designated agent; (ii) install and maintain on any or all of the Listings, at Franchisee's sole expense, an intercept message, in a form and manner acceptable to Franchisor; (iii) disconnect, cancel, delete, remove, or discontinue the Listings; (iv) relist any Listing in a different location or with a new provider, whether published or online; (v) modify any Listing and any content in such Listing; (vi) provide all login or other access credentials to the Listings; and/or (vii) cooperate with Franchisor or its designated agent in undertaking any or all of the foregoing.

4. Franchisee appoints Franchisor as Franchisee's attorney-in-fact, to act in Franchisee's place, for the purpose of assigning any Listings covered by the Assignment to Franchisor or Franchisor's designated agent or taking any other actions required of Franchisee under this Agreement. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the forgoing powers,

including full power of substitution and execution or completion of any documents required or requested by any Provider to transfer or modify such Listings; and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration or termination of Franchisee's rights under the Franchise Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

5. The parties agree that the Providers may accept any of (a) Franchisor's written direction, (b) the Franchise Agreement, or (c) this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Listings upon such termination or expiration of the Franchise Agreement, and that such assignment shall be made automatically and effective immediately upon a Providers' receipt of such notice from Franchisor or Franchisee. The parties further agree that, if the Providers require that the parties execute the Providers' assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon any termination or expiration of the Franchise Agreement.

6. The validity, construction, and performance of this Assignment is governed by the laws of Texas. All agreements, covenants, representations, and warranties made in this Agreement shall survive the signing of this Assignment. All of Franchisor's rights inure to Franchisor's benefit and to the benefit of Franchisor's successors and assigns.

FRANCHISOR:
N2 Franchising, Inc.

By:_____
JP Hamel, CEO
Date:_____

FRANCHISEE:
[Insert name of Franchisee entity here]

By: _____
Name:_____
Title:_____
Date: _____

ATTACHMENT H
TEST PUBLICATION AMENDMENT TO N2 FRANCHISING, INC.
FRANCHISE AGREEMENT

THIS TEST PUBLICATION AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT ("**Amendment**") is entered into by and between N2 Franchising, Inc., a Delaware corporation ("**Franchisor**"), and [name of franchisee entity], a [name of state where entity is filed and type of entity or an individual] ("**Franchisee**") and will be effective when signed by Franchisor ("**Effective Date**"). Capitalized terms used in this Amendment have the meanings given to them in the Franchise Agreement (defined below), unless otherwise defined herein.

RECITALS

Concurrently with the execution of this Amendment, Franchisor and Franchisee are entering into that certain franchise agreement ("**Franchise Agreement**"), whereby Franchisee is being granted the right and is undertaking the obligation to operate the Franchised Business for the publication identified in Attachment B ("**Test Publication**"), and the Franchise Agreement is hereby amended as follows.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1) Grant of Rights. The following is added as new language to the end of Section 1.A. of the Franchise Agreement:

Franchisee acknowledges and understands that the Publication is being tested by Franchisor to determine, among other things, the viability and financial parameters of the publication ("Test Publication"). Therefore, Franchisor may discontinue the publication of the Test Publication at any time without penalty to Franchisor and without any compensation to Franchisee.

2) Management and Promotion of the Franchised Business. Section 5.E.(3) of the Franchise Agreement is hereby deleted in its entirety.

3) Termination on Notice; No Cure. The following is added to the Franchise Agreement as new section under Section 10.C.:

> Franchisor determines, in its sole discretion, that it will no longer publish or support the publishing of the Test Publication.

4) Defined Term; Test Publication. Throughout the Agreement, the terms Publication and N2 publications also include the Test Publication. References to the BELOCAL brand and publications in the Agreement shall instead refer to the Test Publication brand and test publications.

5) Attachment B. Attachment B to the Franchise Agreement is hereby deleted in its entirety and is replaced with Schedule 1 to this Amendment.

6) Performance Requirements. Notwithstanding anything in the Franchise Agreement to the contrary, any performance requirements for the Test Publication relating to minimum, monthly

Commission, minimum number of pages, minimum number of articles or Qualified Sales shall be set forth in the Franchise Brand Standards Manual.

7) Ratification. Except as expressly provided above, nothing in this Amendment abrogates, nullifies, or modifies any right, obligation, condition, requirement, or provision of the Franchise Agreement. All other terms and conditions of the Franchise Agreement are fully incorporated herein, as are the Recitals set forth in this Amendment, and each is an integral part of the Franchise Agreement and this Amendment. If any provision of the Franchise Agreement conflicts with any provision of this Amendment, the terms and conditions of this Amendment will apply.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the dates set forth below, each intending to be legally bound by its terms.

FRANCHISOR:
N2 Franchising, Inc.

By:_____
Name:_____
Title:_____
Date: _____

FRANCHISEE:

By: _____
Name:_____
Title:_____
Date: _____

SCHEDULE 1 TO
TEST PUBLICATION AMENDMENT TO N2 FRANCHISING, INC.
FRANCHISE AGREEMENT

Test Publication **[Name]™**

1. The Territory for the _____ Publication is: _____

_____

2. Franchisee has the right to use the following Marks, as set forth in the Agreement:

_____™

3. Franchisee acknowledges that Franchisor is the lawful, rightful, and sole owner of the Internet domain name, __.com.

STATE-SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 *et seq*., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq*. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Agreement contains a provision that is inconsistent with the law, the law will control.

b. The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq*.).

c. The Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

d. The Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

e. The Agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

f. The Agreement requires binding arbitration. The arbitration will occur in the city in which Franchisor maintains its principal business office at the time of the arbitration with the costs being borne by initially be paid equally by the two sides to the arbitration. The arbitrator must award to the prevailing party the reasonable costs and fees, including attorneys' fees, incurred in the arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of the Agreement restricting venue to a forum outside the State of California.

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

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date: _____

FRANCHISEE:

_____

By: _____
Name:_____
Title:_____
Date: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF HAWAII

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1– 482E-12 applies, the terms following terms apply:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

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

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR: N2 Franchising, Inc. a Delaware corporation	FRANCHISEE: _____
By:_____ Name:_____ Title:_____ Date:_____	By: _____ Name: _____ Title: _____ Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. Illinois law governs the Franchise Agreement.

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

3. Your rights upon Termination and Non-Renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____
Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF INDIANA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

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

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Indiana law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____
Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. § 14-201 *et seq*. (2015 Repl. Vol.) ("**Law**"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The general release required as a condition of renewal, sale, assignment/transfer, refund of the initial fee, and/or a reduction in the size of the Territory will not apply to any liability under the Law.

b. Any acknowledgments or representations of Franchisee made in the Agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Law are not intended to, nor will they, act as a release, estoppel, or waiver of any liability incurred under the Law.

c. A Franchisee may bring a lawsuit in Maryland for claims arising under the Law to the extent required by the Law, unless preempted by the Federal Arbitration Act.

d. The limitation on the period of time when mediation and/or arbitration claims must be brought will not act to reduce the three-year statute of limitations afforded Franchisee for bringing a claim arising under the Law. Any claims arising under the Law must be brought within three years after the grant of the franchise.

2. Section 3.A. of the Agreement is hereby supplemented with the following:

Even though Franchisor has waived payment of the initial franchise fee, the Maryland Securities Division has required Franchisor to defer Franchisee's obligation to pay the initial franchise fee until Franchisor has performed its pre-opening obligations and Franchisee begins operating the Franchised Business. Notwithstanding the foregoing, Franchisor's waiver of the initial franchise fee remains in full force and effect.

3. During the term of the Agreement, the following fees shall not be increased by Franchisor by an amount to exceed twenty-five percent (25%) of the amount of the fee that was disclosed to Franchisee in Franchisor's Franchise Disclosure Document: Extended Reach Fee, Extra Copy Orders Fee, Ad Design Revision Fee, Email Address Fee, N2 Franchisee Services Fees, Lead Generation Fees, and Late Commission Fee. Additionally, the maximum event revenue royalty will be the greater of Two Hundred Dollars ($200) per event or five percent (5%) of the gross revenues from an event. The maximum event credit card fee will be five percent (5%) of the amounts paid to the Franchisee by credit card. The additional training fee will not exceed One Thousand Dollars ($1,000) per day, plus travel-related expenses Franchisee incurs. The maximum software fee will be Two Hundred and Fifty Dollars ($250) per month.

4. The following statement is added to the Agreement: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law,

including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF MICHIGAN

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

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

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Michigan law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____
Date:_____

AMENDMENT TO N2 FRANCHISING, INC.
FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with the Minnesota Franchise Act, Minn. Stat. Section 80C.01 *et seq*., and the rules and regulations promulgated thereunder (collectively, "**Franchise Act**"). To the extent that the Agreement/and or franchise disclosure document contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees' against liability to third parties resulting from claims by third parties that the franchisees' use of the franchisor's proprietary marks infringes trademark rights of the third party.

b. Minn. Stat. Sec. 80C.14, Subds. 3 and 4 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement will be superseded by the Act's requirements and will have no force or effect.

c. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation, or action that would violate the Franchise Act, such release will exclude claims arising under the Franchise Act, and such acknowledgments will be void with respect to claims under the Franchise Act.

d. Any provision that requires Franchisee to consent to a claims period that differs from the applicable statute of limitations period under Minn. Stat § 80C.17, Subd. 5. may not be enforceable under Minnesota law.

2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise disclosure document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including your rights to any procedure, forum, or remedies provided for in such statute.

3. To the extent required by Minnesota law, the Agreement and/or franchise disclosure document is hereby amended to delete all references to liquidated damages in violation of Minnesota law; provided, that no such deletion will excuse Franchisee from liability for actual or other damages, and the formula for liquidated damages in the Agreement/and or franchise disclosure document will be admissible as evidence of actual damages.

4. To the extent required by Minnesota law, the Agreement and/or franchise disclosure document is amended to delete all references to a waiver of jury trial.

5. All sections of the Agreement/and or franchise disclosure document referencing Franchisor's right to obtain injunctive relief are hereby amended to refer to Franchisor's right to seek to obtain injunctive relief.

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

7. Each provision of this Agreement will be effective only to the extent that the jurisdictional requirements of the Franchise Act or other Minnesota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc.	_____
a Delaware corporation	
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF NEW YORK

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation, or action that would violate the General Business Law, regulation, rule, or order under New York law, such release will exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments will be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied

2. If the Agreement requires that it be governed by the law of a state, other than the state of New York, the choice of law provision will not be considered to waive any rights conferred upon Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

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

4. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc. a Delaware corporation	_____
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota Law:

(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement;

(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

(c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;

(d) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;

(e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;

(f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

Any and all provisions in the Franchise Agreement that are in violation of Section 1.(a-f) above are hereby deleted.

2. The following is hereby added to Section 7. of the Agreement: North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

3. In Section 14.A., "Texas" is hereby replaced with "North Dakota."

4. The following is hereby added to Section 14. of the Agreement: The site of any mediation or arbitration of the parties' disputes will be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation will be in Fargo, North Dakota.

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

6. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will prevail. Each provision of this Amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of North Dakota Law are met independently without reference to this Amendment.

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

8. The following statement is added to the Agreement: The State of North Dakota has determined that certain covenants restricting competition may be contrary to Section 9-08-06 of the North Dakota Century Code. Any covenants against competition shall be subject to this section of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota.

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

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

11. The following statement is added to the agreement: The State of North Dakota has determined that requiring franchisees to be governed by the laws of a state other than North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements.

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

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

14. The following statement is added to the agreement: The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and

inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

15. The following statement is added to the agreement: The State of North Dakota has determined that requiring franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____
Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF RHODE ISLAND

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The following are hereby added to Section 14.D.(1). of the Agreement: Rhode Island Law provides that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Law.

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

3. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will prevail. Each provision of this Amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of Rhode Island Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____
Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF SOUTH DAKOTA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

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

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of South Dakota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____
Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF VIRGINIA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

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

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Virginia law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____
Date:_____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("Agreement"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1994) ("**Act**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

b. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

d. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

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

g. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

i. The following language from Section 10.C of the Agreement (Termination on Notice; No Cure), if added to the Agreement because Franchisee executed Attachment H Test Publications Amendment, is hereby deleted:

> Franchisor determines, in its sole discretion, that it will no longer publish or support the publishing of the Test Publication.

j. The following language from Section 10.C(19) of the Agreement (Termination on Notice; No Cure) is hereby deleted:

> Franchisor terminates more than one publication contract or otherwise ceases production of more than one publication for which Franchisee is responsible, in any six-month period due to the fact that the Publication Expenses for such publications exceed the total revenue received by Franchisor with respect to such publications.

k. During the term of the Agreement, the following fees shall not be increased by Franchisor by an amount to exceed twenty-five percent (25%) of the amount of the fee that was disclosed to Franchisee in Franchisor's Franchise Disclosure Document: Extended Reach Fee, Extra Copy Orders Fee, Ad Design Revision Fee, Email Address Fee, N2 Franchisee Services Fees, Lead Generation Fees, and Late Commission Fee. Additionally, the maximum event revenue royalty will be the greater of Two Hundred Dollars ($200) per event or five percent (5%) of the gross revenues from an event. The maximum event credit card fee will be five percent (5%) of the amounts paid to the Franchisee by credit card. The additional training fee will not exceed One Thousand Dollars ($1,000) per day, plus travel-related expenses Franchisee incurs. The maximum software fee will be Two Hundred and Fifty Dollars ($250) per month.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

Dated this _____ day of _____ 20_____.

_____	_____
FRANCHISOR	FRANCHISEE

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF WISCONSIN

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") of even date herewith ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

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

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Wisconsin law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, and Franchisor execute this Amendment. This Amendment is effective on the date Franchisor signs below.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____
Date:_____

EXHIBIT C
LIST OF FRANCHISED OUTLETS
AS OF JUNE 30, 2026

BELOCAL

Name	Address	City	State	Zip	Phone
Vicki Moorer Golden	9445 County Rd 97	Perdido Beach	AL	36530	(251) 583-2003
Larry Scott Howell (Scott)	105 Oakwood Circle	Scottsboro	AL	35768	256-441-5291
Kathleen Joy Becher	1891 E Lafayette Ave	Gilbert	AZ	85298	(602) 369-8380
Kristin Joy Altieri	2387 E. Galileo Dr.	Gilbert	AZ	85298	(260) 437-7570
Kristin Joy Altieri	2387 E. Galileo Dr.	Gilbert	AZ	85298	(260) 437-7570
Kristin Hannah Krznarich	4125 West Grovers Avenue	Glendale	AZ	85308	602-465-7132
Jennifer Jill Johnson (formerly Petruzzella)	4386 N 185th Ave	Goodyear	AZ	85395	(480) 755-7917
Amanda Leah Holmes (Mandy)	3016 E. Herrera Dr.	Phoenix	AZ	85050	(602) 326-1317
Stephen Patrick Crossley	7208 East Courage Butte	Prescott Valley	AZ	86315	949-258-2925
Cary Evan Frumes	14456 N. 110th Pl.	Scottsdale	AZ	85255	(602) 291-3637
Ryan Tyson Green	2123 C Street	Bakersfield	CA	93301	661-900-6249
Annette Johnson	2047 Johnston Glen	Escondido	CA	92029	(760) 317-6727
Christine Elise Raymond	1535 Ashwood Dr., Unit D	Martinez	CA	94553	(831) 295-7676
Christine Anne Gallagher (Christy)	3419 Via Lido #397	Newport Beach	CA	92663	(949) 521-3401
Robert Bruce Gallagher (Rob)	3419 Via Lido #397	Newport Beach	CA	92663	714-267-9549
Carrie Jane Sweet	1776 Mary Jo Ct	Ripon	CA	95366	209-969-4296
Alison Rachel Scovie	3509 10th Avenue	Sacramento	CA	95817	(619) 203-1720
Alison Rachel Scovie	3509 10th Avenue	Sacramento	CA	95817	(619) 203-1720
Robert Dustin Burns (Bobby)	13226 Moorpark Street Apt 305	Sherman Oaks	CA	91423	310-945-7074
Cassidy Anne Collins	1707 South Roeben St.	Visalia	CA	93277	949-942-2065
Krista Palmer	5494 Hickory Oaks Trail	Castle Rock	CO	80104	(585) 415-3992
Sylia Marie Fox (formerly Honne)	9116 Uravan Court	Commerce City	CO	80022	623-606-1454
Jeremy David Roentz[1]	359 Conestoga Pl.	Franktown	CO	80116	(303) 905-0410
Jeremy David Roentz	359 Conestoga Pl.	Franktown	CO	80116	(303) 905-0410
Jeremy David Roentz	359 Conestoga Pl.	Franktown	CO	80116	(303) 905-0410
Jeremy David Roentz	359 Conestoga Pl.	Franktown	CO	80116	(303) 905-0410

[1] This Franchisee lives in Colorado and the publication is distributed in Montana.

Name	Address	City	State	Zip	Phone
Karen Grannan Ryan	11244 W Asbury Ave	Lakewood	CO	80227	(720) 951-0991
Shelly Rene' Montoya	7278 S. Sundown Circle	Littleton	CO	80120	(720) 373-6704
Monica Sue Yates	4185 Rocky Ford Dr.	Loveland	CO	80538	(970) 690-6128
Joseph Layton Kapp	3913 Northwest 42nd Lane	Cape Coral	FL	33993	561-504-0439
Paul Greenhalgh	530 South Gulf View Blvd Unit 305	Clearwater Beach	FL	33767	610-389-0622
Sean William Spreen	17800 Rosehill Court	Estero	FL	33928	770-354-1004
Rodolfo Pou (Rudy)	13650 Fiddlesticks Blvd Suite 202257	Fort Myers	FL	33912	239-634-8497
Tamara Lynn Slattery (Tammi)	3701 Danforth Drive West #1518	Jacksonville	FL	32224	(904) 626-4822
George Peter Latos	8424 Cane Bay Court	Lakewood Ranch	FL	34202	(949) 526-0094
Debra B. Pappas (Devin)	204 Live Oak Lane	Largo	FL	33770	(727) 657-9615
Todd Keith Braun	1174 SW Elm Grove Ct	Palm City	FL	34990	609-617-8300
Todd Keith Braun (Todd)	1174 SW Elm Grove Ct	Palm City	FL	34990	(609) 617-8300
Christina Cara Schemkes	6818 115th St. E.	Palmetto	FL	34221	727-515-3325
Alyson Lynn Elliott (Aly)	612 S 1st St #33	Pensacola	FL	32507	850-333-7758
Kristin Nicolle Cash	26169 Madras Court	Punta Gorda	FL	33983	727-432-0599
Corey Flynn	40 Riker Ave.	Santa Rosa Beach	FL	32459	860-248-9760
Amy Theresa Allen	2500 Wood Oak Dr	Sarasota	FL	34232	508-932-0348
Heather Colleen Delaney	2754 Midnight Pearl Drive	Sarasota	FL	34240	815-931-4818
Kathryn Lawrence Howell	4224 Adelaar Drive	Sarasota	FL	34240	(941) 993-5965
Patsy Irene Niver	2316 Herring Rd SouthWest	Atlanta	GA	30311	706-464-3073
Leigh Ann Paugh	5707 Mountain Oak Dr	Braselton	GA	30517	(205) 381-6659
Angela Ilene Williams	30 Laurel Canyon Village Circle, Apt 8308	Canton	GA	30114	(919) 244-7354
Thomas William Hanscom	1110 Liberty Bluff Rd.	Greensboro	GA	30642	770-331-4498
John A. Winters	17 Inland Ct	Newnan	GA	30263	(678) 231-8523
Amy Danice Schroeder	638 Owl Creek Dr	Powder Springs	GA	30127	404-907-8303
Justin Aaron Gross	30 Angel Oaks	Savannah	GA	31410	912-596-1816
Joshua Caleb Smith (Josh)	1256 Ainsworth Alley	Sugar Hill	GA	30518	706-975-6367
Jerry Porebski	117 S. Cook St., Unit 112	Barrington	IL	60010	(847) 345-6611
Andrew Jared Burton (Andy)	3658 W. Wabansia Ave.	Chicago	IL	60647	(951) 334-5301
Dolores R. Caravette McCarthy (Dolly)	783 Lee St.	Des Plaines	IL	60016	630-272-7582
Dolores R. Caravette McCarthy (Dolly)	783 Lee St.	Des Plaines	IL	60016	630-272-7582
Joel Christopher Ramseyer	902 Spear Dr	Normal	IL	61761	309-826-5109
Scott Allen Dabson	4224 Stage Coach Trail	Rockford	IL	61101	815-494-3002
Candice Dawn Ellensohn	4N346 Samuel Clemens Course	St. Charles	IL	60175	(847) 650-0261
Ryan Christopher Johnson	1231 Parkside Drive	Sugar Grove	IL	60544	(630) 363-1988

Name	Address	City	State	Zip	Phone
Allison Jean Kile	1321 Avery Ave.	Wheaton	IL	60187	(312) 952-8963
Jared Michael Hoss	15099 Blue Ribbon Blvd	Fishers	IN	46040	(317) 430-1542
Mary Elizabeth L. Hoss	15099 Blue Ribbon Blvd	Fishers	IN	46040	(317) 430-1542
Deena Jean Nystrom	2000 Dockside Dr	Greenwood	IN	46143	(317) 513-4981
Margaret Gail Isaacson (Margee)	16935 Painter Rd.	Leo	IN	46765	260-443-9294
David Robert Meek	4209 Estate Dr.	Louisville	KY	40216	502-609-6518
John Brooks Robinson[2]	375 Wesley Rd	Somerset	KY	42503	(704) 870-7318
John Richard Nugent	3212 Tanner Rd	Scott	LA	70583	337-230-2107
Danielle Marie Harbour	48 Logans Run	Attleboro	MA	2703	(781) 752-9802
Katriena Pless Devlin	683 Franklin St	Duxbury	MA	2332	(203) 273-5976
Nicole Marie Packard (Nikki)	10 Pine Brooke Drive	Kingston	MA	2364	617-501-3515
Mary Alice Harrington	72 Union St	Rockland	MA	2370	(617) 974-0005
Shirly Ellison	11 Howarth Dr	Upton	MA	1568	(508) 740-2764
Shirly Ellison	11 Howarth Dr	Upton	MA	1568	(508) 740-2764
Mark William Walter[3]	54 Beechnut Road	Westwood	MA	2090	781-414-0437
Caressa Lyn Peterson	2409 Mill Race Rd	Frederick	MD	21701	(301) 606-8935
Melissa Slizewski Shifflett	5926 Gambrill Circle	White Marsh	MD	21162	(443) 963-9078
Joseph Oliver Walsh	206 W Duncan St	Manchester	MI	48158	517-990-7864
Christine Danielle Moore	4005 South Kings Highway	Independence	MO	64055	816-516-6817
Vikki DeVonne Williams[4]	5521 Wallace Ave	Kansas City	MO	64129	816-359-2701
Robin Leilani Bradbury	102 Staysail Dr.	Elizabeth City	NC	27909	360-649-1201
Macy Butler Knoble	3721 Stormy Gale Pl.	Hayne	NC	28429	(910) 363-6919
Jennifer Dawn Hewitt	1047 12th Ave NW	Hickory	NC	28601	(828) 781-6517
Lauren Taylor Britton	3609 Alamosa Dr	High Point	NC	27265	336-848-5640
William Dean Martin (Dean)	233 B West Murphy St	Madison	NC	27025	704-215-0476
Michael John Fasano (Mickey)	109 Cleat Dr	Surf City	NC	28445	910-471-9965
Ashley Varrecchia Grimm	9114 Sunday Silence Drive	Waxhaw	NC	28173	407-435-8611
Steven Lewis West (Steve)	126 Navaho Trail	Wilmington	NC	28409	(910) 352-4614
Kristin Sue Holmes	8211 S. 16 Street	Lincoln	NE	68512	402-617-6350

[2] This Franchisee lives in Kentucky and the publication is distributed in North Carolina.

[3] This Franchisee lives in Massachusetts and the publication is distributed in Maine.

[4] This Franchisee lives in Missouri and the publication is distributed in Kansas.

Name	Address	City	State	Zip	Phone
Lynn Faherty (Zimmerman)	30 King Road	Bedford	NH	3110	917-482-6503
Lynn Faherty (Zimmerman)	30 King Road	Bedford	NH	3110	917-482-6503
Randy B. Bamberger	4 Blevens Dr	Bow	NH	3304	(603) 493-9147
Aaron David Klein	940 Garrison Ave	Teaneck	NJ	7666	(201) 638-2218
Tamera L. Ahner	331 West Las Cruces Avenue	Las Cruces	NM	88005	(575) 654-5622
Kimberly Dawn Williams	9705 Northern Dancer Dr	Las Vegas	NV	89117	541-954-3163
Carlie Anne Comphel	3973 Buckingham Square	Reno	NV	89503	775-225-8147
Trent Allen Soles	3885 Barley Circle	Columbus	OH	43207	(614) 216-8102
Tanya Faith Burkhardt	7933 Stoltz Road	Greenville	OH	45331	(937) 239-0366
Amber Ann Ivans	7841 Brightfield Ct	Liberty Township	OH	45044	513-808-2884
Brian Christopher Schuller	4073 April Dr	Uniontown	OH	44685	(330) 904-4371
Richard Lee Miller	4043 April Dr	Uniontown	OH	44685	330-283-8462
Corinne Nichole Walker	4730 S. 168th East Avenue	Tulsa	OK	74134	(918) 850-0215
Sheldon Glen Esch	2314 Wicklyn Road	Lancaster	PA	17601	(717) 693-6584
Edward James Papp	P.O. box 683	Maytown	PA	17550	(717) 517-0296
Jordan Valdez	2100 Woodward Ave.	Pittsburgh	PA	15226	(724) 420-1962
Linda Jo Roman	386 McCombs Rd	Venetia	PA	15367	(724) 624-1852
Jason Clayton Neely[5]	100 Double Tree Drive	Aiken	SC	29803	(706) 432-1669
James Patrick Rechichar (Patrick)[6]	1703 College Ave	Anderson	SC	29621	864-314-1951
Mark Kevin Van Natta	231 E Park Ave Unit F	Greenville	SC	29601	843-224-1190
Jennie Chester Moran	162 Highwood Circle	Murrells Inlet	SC	29576	(818) 968-2298
Robert Rashad Smith	307 S. River Bluff	Piedmont	SC	29637	(843) 560-6278
Dawn Kelly Castaneda	349 Bundrick Rd.	Pomaria	SC	29126	951-655-0472
Wilmer Robert Singleton[7]	415 Glory Road, Apt 1	Blountville	TN	37617	423-366-8785
Matthew Joseph Gomez (Matt)	1736 Highway 25	Gallatin	TN	37066	(951) 347-5586
Lisa Speropulos Flippin	1604 E. Oakland Avenue	Johnson City	TN	37601	901-233-8002
Kina Lynn Dutro	623 Willowcrest Place	Kingsport	TN	37660	(423) 480-7244
Tiffany Michelle Davis	5208 Avery Woods Lane	Knoxville	TN	37921	734-363-9233
Valeriia Beylina	205 Land Breeze Dr	La Vergne	TN	37086	239-940-1021

[5] This Franchisee lives in South Carolina and the publication is distributed in Georgia.

[6] This Franchisee lives in South Carolina and the publication is distributed in Tennessee.

[7] This Franchisee lives in Tennessee and the publication is distributed in Pennsylvania.

Name	Address	City	State	Zip	Phone
James Blake Goldston	6713 Chalet Court	Amarillo	TX	79124	(806) 358-1894
Jennifer Nolte Campbell (Jenny)	16305 Wynstone Ln	Austin	TX	78717	512-789-8970
Julie Kay Olsen	128 Steel Valley Drive	Boerne	TX	78006	(830) 428-4027
Caitlyn Wynn Michel	7462 Spitfire Dr	Corpus Christi	TX	78412	361-446-4074
Brenda Sanchez	221 Tres Casas Way	Decatur	TX	76234	(817) 733-3087
Marget Cashman Brown (Meg)	127 Arbor Bay Dr	Dripping Springs	TX	78620	
Laura Capes Terry	107 River Chase Blvd.	Georgetown	TX	78628	512-658-5991
Therese Preas (Teri)	1820 Morrish Lane	Heath	TX	75032	(214) 675-7215
Darrah La Vonne Lay	8860 Weston Ln	Lantana	TX	76226	720-298-3540
Bobby W. Blair	5007 101st Street	Lubbock	TX	79424	(806) 407-2440
Justin Tanner Hobbs (Tanner)	6604 Sonnet Trail	Plano	TX	75023	443-255-4547
Elizabeth Mary Victoria Oakes Hamm (Liz)	9711 S Mason Road Suite 125-369	Richmond	TX	77407	(310) 488-7927
Chasity Marie Blount	3801 ValleyView Dr	Temple	TX	76502	254-493-7067
Janet C. Mackey-Amador	16 E Wandering Oak Dr	The Woodlands	TX	77381	(281) 748-1800
Stacie Manning Walker	2719 Pecan Dr	Tyler	TX	75701	903-571-7278
Nicolle Ann Pepple Nascimento	570 N 250 E	Millville	UT	84326	(503) 330-1004
Domenick Anthony Fini	904 Cedarwood Trace	Chesapeake	VA	23322	757-675-1148
Traci Lyn Pasqualone	917 Strawberry Court	Purcellville	VA	20132	(703) 201-7550
Ashley Arnall Felton (Ashley Arnall)[8]	3215 Stuart Ave #12	Richmond	VA	23221	404-444-0255
Michael Emerson Terry	15417 NE 119th St.	Brush Prairie	WA	98606	360-521-3614
Mitchell Wayne Wright Jr.	1521 North Argonne Rd Suite C198	Spokane Valley	WA	99212	509-263-0822

TEST PUBLICATIONS

[8] This Franchisee lives in Virginia and the publication is distributed in Georgia.

Name	Address	City	State	Zip	Phone
Paul Herschel Hancock	63 Summerfield Ct.	Deatsville	AL	36022	334-398-4530
Sabrina Renae Avenida	2557 Oak Mont Circle	Tulare	CA	93274	559-759-3103
Rachel Sarah McEachern	56 Cassella Drive	Hamden	CT	6514	203-500-5907
Meghan Douglas Weaver	11331 Scott Mill Rd	Jacksonville	FL	32223	904-707-8018
Mandy Leigh Pinckley	1399 Belcher Road South Lot 254	Largo	FL	33771	727-358-3376
Melissa Dana Levine	9405 Southwest 137th Steet Apt 6-605	Miami	FL	33186	917-751-4091
Salima Ladha Fetter	631 Edinboro Rd	Atlanta	GA	30327	678-595-5335
Thomas William Hanscom (Tom)	1110 Liberty Bluff Rd	Greensboro	GA	30642	(770) 331-4498
Kristopher Cullen McVaney (Kris)	20248 Forest Avenue	Pacific Junction	IA	51561	712-302-4448
Lisa A. Crehan-Jegen	1605 Sand Creek Drive	Chesterton	IN	46304	312-805-0204
Jamie Marie Olson (formerly McCabe)[9]	8115 Walden Glen Ct.	Indianapolis	IN	46278	248-882-8448
Jamie Marie Olson (formerly McCabe)	8115 Walden Glen Ct.	Indianapolis	IN	46278	248-882-8448
Kristen Marie Wojdan	6140 Margarita Way	Frederick	MD	21703	301-325-0779
Brynn Ashley Dombroski	8010 Angelica Lane Apt #301	Charlotte	NC	28277	352-257-1025
Michael Bruce Crain (Bruce)	1718 Heisser Lane	Fuquay Varina	NC	27526	925-989-4220
Denise Orlando Hurley	12645 Willingdon Rd	Huntersville	NC	28078	(704) 654-8042
Jodie LaRae Frankl	510 Central Ave W	Velva	ND	58790	701-818-4110
Mitchell Phillip Staugler	3740 Darby Knolls Blvd	Hilliard	OH	43026	614-886-3213
Richard Lee Miller	4043 April Dr	Uniontown	OH	44685	330-283-8462
Richard Lee Miller	4043 April Dr	Uniontown	OH	44685	330-283-8462
Hannah Clements Kinser	1 Term Farm Drive	Central	SC	29630	864-633-8812
Betzaida Marisol Burns (Beth)	10005 Rolling Wind Drive	Soddy Daisy	TN	37379	901-497-2448
Jennifer Saffell Parrott	13110 Windmill Trace	Helotes	TX	78023	210-387-1624
Lauren Alexis Hasz	262 Misty Dawn Drive	The Woodlands	TX	77385	713-887-7951
Elizabeth Watts Jones	2928 Avenham Avenue	Roanoke	VA	24014	540-728-0328

[9] This Franchisee lives in Indiana and the publication is distributed in Michigan.

EXHIBIT D
LIST OF FORMER FRANCHISEES

Franchisees whose franchise agreements were terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under their franchise agreement between July 1, 2024 through June 30, 2025, or who have not communicated with us within the last 10 weeks.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

BELOCAL

Name	City	State	Phone Number	Reason for Departure
Alan Paul Hallerman	Hoover	AL	205-999-1953	Ceased Operations
William Michael Lewter (Mike)	Birmingham	AL	770-377-6473	Ceased Operations
Jordan Alex Gross	Maricopa	AZ	216-337-6726	Ceased Operations
Britt Weston Bennett	Scottsdale	AZ	602-448-0090	Ceased Operations
Brenda Lynn Clewley	Fairfield	CA	707-592-8820	Ceased Operations
Geraldine Louise Troxel	Irvine	CA	206-457-9334	Ceased Operations
William Meredith Hare (Bill)	Denver	CO	920-216-3695	Ceased Operations
Alicia Irene Montoya	Littleton	CO	303-472-2206	Ceased Operations
Ashley Danielle Brissette	Loveland	CO	720-278-5704	Ceased Operations
Peter Matthew Racich (Pete)	Parker	CO	720-235-9616	Ceased Operations
Kevin Fitzgerald Hayes	Ellington	CT	(860) 614-5866	Ceased Operations
Cary Nathaniel Northrop	Washington	DC	240-832-2758	Ceased Operations
Akins Kwabena Powder	Wilmington	DE	302-438-6549	Ceased Operations
Bradford Christopher Jacobs	Boca Raton	FL	585-734-0126	Ceased Operations
Gary John Powers	Daytona Beach	FL	386-780-4614	Ceased Operations
Jennifer Lynn Scally	Holly Hill	FL	386-867-1115	Ceased Operations
Adrian SunAnderson	Lake Worth	FL	786-547-2499	Ceased Operations
Kenneth Thomas (Ken)	Lakeland	FL	863-838-8705	Ceased Operations
Damian Angelo Hollis	North Lauderdale	FL	754-272-9081	Ceased Operations
Anthony Jay Bonardi	Palm Beach Gardens	FL	561-262-2904	Ceased Operations
Joseph Raymond Spencer (Joe)	Palmetto	FL	918-880-6077	Ceased Operations
Brooke Elizabeth Cormier	Panama City Beach	FL	832-248-6619	Ceased Operations
Leticia Ruata (Tish)	Panama City Beach	FL	832-517-3017	Ceased Operations
Shaeylea Deanna Metz	Port Charlotte	FL	913-609-3905	Ceased Operations
Danielle Marie Eber	Port St. Lucie	FL	631-204-8047	Ceased Operations
David Lightfoot Permenter	St. Augustine	FL	(904) 808-5301	Ceased Operations
Shelby Patricia Dempsey	Tampa	FL	727-599-8008	Ceased Operations
Bobbie Alexis Slocum	Atlanta	GA	414-316-1879	Ceased Operations
Julian Lamar Williams	Bonaire	GA	571-451-5352	Ceased Operations
Darius Dion Mann	Mableton	GA	912-433-8618	Ceased Operations
Ketrina Laverne Mitchell	Union City	GA	404-663-2235	Ceased Operations
Swen Douglas Froemke	Winterville	GA	706-372-3743	Ceased Operations
Tina Khamphavongsa Frederick	Bolingbrook	IL	312-513-5257	Ceased Operations

Name	City	State	Phone Number	Reason for Departure
Canmu Malcolm Dennis	Chicago	IL	612-581-4581	Ceased Operations
Ky Robert Gustafson II	Roscoe	IL	630-636-0304	Ceased Operations
David Warren Jacob	Shaumburg	IL	224-415-0284	Ceased Operations
Blake Nathanial Hicks	Kokomo	IN	765-513-2903	Ceased Operations
Joseph Andrew-Charlan Cottle	Olathe	KS	231-527-5945	Ceased Operations
Michelle Brill Lorms	Union	KY	(859) 462-7760	Ceased Operations
Mauricio Antonio Zavala	Chelsea	MA	857-423-5829	Ceased Operations
Lee Aaron Ablove	Marborough	MA	978-284-0279	Ceased Operations
Daniel Gilbert Kostecke Jr. (Dan)	Mason	MI	517-888-3600	Ceased Operations
Jason Maurice Sherman	Sterling Heights	MI	586-212-1218	Ceased Operations
Archibald Flomo (Archie)	Brooklyn Park	MN	612-865-0730	Ceased Operations
Laurie Lynn Tirio	Ham Lake	MN	630-688-2986	Ceased Operations
Edward Taber McCann (Ted)	St. Louis	MO	574-323-7738	Ceased Operations
Amanda Clark Whitley	Bailey	NC	252-678-4453	Ceased Operations
Bryce Nelson Chaney	Durham	NC	919-943-8198	Ceased Operations
William Patrick Queen (Patrick)	Hayesville	NC	828-421-7960	Ceased Operations
Denise Orlando Hurley	Huntersville	NC	(704) 654-8042	Ceased Operations
Daylin Rebecca Collins	Kernersville	NC	336-689-2004	Ceased Operations
Chaka Asim Ibn Ali	Mint Hill	NC	763-267-4091	Ceased Operations
Timothy Tyrone Carmichael (Tim)	Parkton	NC	(910) 215-7008	Ceased Operations
Amanda Denise Hodge	Raleigh	NC	919-900-0511	Ceased Operations
Sherri Paige Howell	Surf City	NC	910-465-7103	Ceased Operations
Susan Lynn Beck	Sylva	NC	(828) 508-7241	Ceased Operations
Christopher Allan Bell (Chris)	Wilmington	NC	919-440-1788	Ceased Operations
Jason Jeffry Weber	Winston-Salem	NC	509-728-5177	Ceased Operations
Scot Joseph Orlowski	Pelham	NH	203-768-2905	Ceased Operations
Angela Gabrielle Lake	Colonia	NJ	908-472-6584	Ceased Operations
Julia Marie Bys	Hillsborough	NJ	908-227-0097	Ceased Operations
John Joseph Capriotti	Millville	NJ	856-265-4793	Ceased Operations
Robert Kogan (Bobby)	Monroe Township	NJ	732-995-8063	Ceased Operations
Sarah Christina Hernandez	New Brunswick	NJ	908-644-5875	Ceased Operations
Jennifer Irene C. Rodriguez Black (Jen Black)	North Brunswick	NJ	732-470-3370	Ceased Operations
Amanda Jo Santora	Pompton Plains	NJ	862-200-8055	Ceased Operations
Elsie Guzman	Vineland	NJ	856-899-4854	Ceased Operations
Cassandra Dawn Lipsey	West Orange	NJ	850-591-2155	Ceased Operations
Kailee Yvonne James-Calhoun	Las Vegas	NV	702-573-5178	Ceased Operations
Stacy Ciaravella	Irvington	NY	(917) 613-8513	Ceased Operations
Andrew Michaels	New City	NY	201-341-0399	Ceased Operations
Amanda Kathleen Kirkpatrick	Columbus	OH	202-308-0307	Ceased Operations
Antwan Kristofer Lawrence	Dayton	OH	937-554-7159	Ceased Operations
Jessica Renée Dow	Huber Heights	OH	615-767-7476	Ceased Operations
Samantha Elizabeth Chambers-Begley	Mount Healthy	OH	734-274-0692	Ceased Operations
Ryan Lawrence Bonds	Valley City	OH	216-308-7459	Ceased Operations
Victor Aaron Rainey	Westerville	OH	614-620-8757	Ceased Operations

Name	City	State	Phone Number	Reason for Departure
Danielle Marie Robertson	Tuttle	OK	405-821-5468	Ceased Operations
Lindsey Johnston Hovland	Bend	OR	801-448-1379	Ceased Operations
Stephanie Kathleen Wolcott	Philadelphia	PA	215-430-2075	Ceased Operations
Dennis Haskell Thornton (Tripp)	Simpsonville	SC	864-864-0933	Terminated
Katie Lindsay McCravy	Summerville	SC	843-817-5186	Ceased Operations
Christine Ann Dean	Knoxville	TN	865-323-7540	Ceased Operations
Jeffrey Alan Newton (Jeff)	Nashville	TN	248-996-3434	Ceased Operations
John Carter Chapman (Carter)	Nashville	TN	404-964-9012	Ceased Operations
Alyssa Marie Rushby	Cypress	TX	281-844-6263	Ceased Operations
Saad Ayachi	Dallas	TX	214-283-9140	Ceased Operations
Jasen Edward Beemer	Dripping Springs	TX	512-813-1000	Ceased Operations
Jasen Edward Beemer	Dripping Springs	TX	512-813-1000	Ceased Operations
Scotty Lee Russell (Scott)	Gainesville	TX	940-390-6875	Ceased Operations
Christopher Rodriguez	Hockley	TX	713-806-6961	Ceased Operations
Valerie Kelly	Horseshoe Bay	TX	830-613-9341	Ceased Operations
Aquino Osoteo Boucher (Keno)	Houston	TX	425-829-5579	Ceased Operations
Raul Barron Flores	Katy	TX	832-855-8314	Ceased Operations
Christopher Patrick Lane (Chris)	La Marque	TX	409-392-6167	Ceased Operations
John Robert Hagan (Robert)	Montgomery	TX	281-787-0489	Ceased Operations
Laura Marguerite Gray	North Richland Hills	TX	(210) 843-3969	76182
Joel Chamberlain	San Antonio	TX	210-625-8074	Ceased Operations
Kimberly Ann Haese (Kim)	San Antonio	TX	210-317-7633	Ceased Operations
Morgan Lea Starling	San Antonio	TX	210-480-8222	Ceased Operations
Dylan John Chynoweth	Salt Lake	UT	801-750-2469	Ceased Operations
Heather Jeanne Braden-Victoria (Heather Victoria)	Santa Clara	UT	435-251-7749	Ceased Operations
Jacob Lawrence Aughey	Afton	VA	434-944-4852	Ceased Operations
Kelsey Ann Leeper	Yorktown	VA	757-876-4367	Ceased Operations
Adrian Dean Horien	Hartford	WI	920-214-8133	Ceased Operations
Brian Keith Flynn	Wausaukee	WI	907-306-6131	Ceased Operations

TEST PUBLICATIONS

Name	City	State	Phone	Reason for Departure
Kevin Michael Burke	Bestavia	AL	205-601-3610	Ceased Operations
Edgar Brett Kitchen (Brett)[10]	Washington	DC	(202) 355-8811	Ceased Operations
Adam Smith	Weeki Wachee	FL	352-942-0925	Ceased Operations
Jennifer David	Charlestown	IN	812-369-9158	Ceased Operations
Deborah Lambrecht (Debbie)	Natick	MA	781-330-6961	Ceased Operations
Kristen Marie Wojdan	Frederick	MD	301-325-0779	Ceased Operations

[10] This Franchisee lives in District of Columbia and the publication is distributed in Virginia.

Ashley Ferrell	Holland	MI	616-610-2013	Ceased Operations
William Justin Sigmon (Will)	Raleigh	NC	919-215-4255	Ceased Operations
Steven Lewis West	Wilmington	NC	910-352-4614	Ceased Operations
Kimberly Ann Bowman(Kim) (formerly Carter)[11]	Mayfield Heights	OH	859-494-1875	Ceased Operations
Summer Dawn Parrish	Enid	OK	580-541-2102	Ceased Operations
David Donald Ritz	Quitman	TX	903-565-9266	Ceased Operations
Patrick Kelly Schmear	Tyler	TX	(903) 707-0348	Ceased Operations

[11] This Franchisee lives in Ohio and the publication is distributed in South Carolina.

EXHIBIT E
FRANCHISE BRAND STANDARDS MANUAL TABLE OF CONTENTS

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Revised February 2025
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EXHIBIT F
N2 FRANCHISEE SERVICES AGREEMENT

This N2 Franchisee Services Agreement (this "**Agreement**") dated as of [INSERT DATE] (the "Effective Date"), is entered into by and between The N2 Company, a Delaware corporation, with its principal place of business located in Irving, Texas ("**N2**"), and [FRANCHISEE NAME] (the "**Franchisee**").

1. Services. Pursuant to this Agreement, N2 will provide to the Franchisee the services selected below (the "**Services**") and described more fully in **Exhibit A**. The Services will be provided in accordance with N2's then-current Service Guidelines, which N2 may update from time to time to reflect changes in service delivery, best practices, or business needs. N2 may perform the Services under this Agreement directly, through one or more of its subsidiaries or affiliates, or through a third-party vendor of its selection, and may change the provider at any time in its discretion.

Franchisee Initials	Services
	Full Ad Strategy
	Silver Client Care
	Gold Client Care
	Launch Services

2. Fees and Expenses. For the Services to be performed hereunder, the Franchisee will pay N2 the applicable fees (the "**Fees**") listed in **Exhibit A**. The Fees will be deducted from the Commissions (as defined under Franchisee's applicable Franchise Agreement) owed to the Franchisee by N2's affiliate, N2 Franchising, Inc. Franchisee will be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Franchisee hereunder; provided, that, in no event will Franchisee pay or be responsible for any taxes imposed on, or regarding, N2's income, revenues, gross receipts, personnel, or real or personal property or other assets. All late payments shall bear interest at the lesser of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Franchisee shall also reimburse N2 for all reasonable costs incurred by N2 in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which N2 does not waive by the exercise of any rights hereunder), N2 shall be entitled to suspend the provision of any Services if the Franchisee fails to pay any amounts when due hereunder and such failure continues for 7 days following written notice thereof. N2 has the right to modify (including by increasing) any of the Fees upon 45 days' written notice to Franchisee.

3. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to the Franchisee under this Agreement or prepared by or on behalf of N2 in the course of performing the Services (collectively, the "**Deliverables**") shall be owned exclusively by N2. N2 hereby

grants the Franchisee a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis, solely to the extent necessary to enable the Franchisee to make reasonable use of the Deliverables and the Services.

4. Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to Section 5 (the "**Term**").

5. Termination. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding anything to the contrary in this section, N2 may terminate this Agreement before the expiration date of the Term on written notice if (x) the Franchisee fails to pay any amount when due hereunder and such failure continues for 7 days after N2's written notice to the Franchisee of nonpayment; or (y) the Franchisee fails to pay any amount when due hereunder more than 2 times in any 2-month period. Moreover, this Agreement shall immediately terminate upon any expiration or termination of the Franchise Agreement between Franchisee and N2's affiliate, N2 Franchising, Inc. Additionally, N2 or Franchisee may terminate this Agreement for convenience at any time upon 30 days' written notice; provided that, any termination for convenience by Franchisee shall be subject to the then-current minimum service period(s) associated with the selected Services as set forth in the Service Guidelines.

6. Independent Contractor. N2 shall control the details of the method and manner for performance of the Services, the Franchisee being interested only in the results thereof. N2 shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Franchisee the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. N2 shall for all purposes hereunder be an independent contractor, and in no event shall N2 be considered an agent or employee of the Franchisee or any of its subsidiaries or affiliates for any purpose.

7. Limited Warranty. N2 will provide the Services in a professional manner. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, N2 MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS, OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, ALL OF WHICH ARE HEREBY DISCLAIMED BY N2 AND EXCLUDED FROM THIS AGREEMENT. N2's sole and exclusive liability and Franchisee's sole and exclusive remedy for breach of the limited warranty set out in this Section shall be reperformance of the affected Services. If N2 cannot reperform the Services in compliance with the warranty set forth above within a reasonable time (but no more than 30 days) after Franchisee's written notice of such breach, the Franchisee may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 5.

Within 30 days after the effective date of such termination, N2 will credit to the Franchisee an amount equal to the portion of the fees previously paid by the Franchisee as of the date of termination corresponding to the defective Services.

8. Limitation of Liability. IN NO EVENT SHALL N2 BE LIABLE TO THE FRANCHISEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER N2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL N2'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO N2 DURING THE PRECEDING 12-MONTH PERIOD PURSUANT TO THIS AGREEMENT.

9. General. Each of the parties hereto shall use reasonable efforts, from time to time at the request and sole expense of the other party, to furnish the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things as may be reasonably necessary to carry out the intent of this Agreement. Each party shall deliver all communications in writing via email. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims shall be governed by, and construed in accordance with, the laws of Texas, (including its statutes of limitations and choice of law statute), without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party shall exclusively institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Irving, Texas. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY TEXAS LAW. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The parties may not amend this Agreement except by a written instrument signed by the parties. No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise; provided that, the parties intend that the remedy set out in Section 7 (Limited Warranty) is the Franchisee's exclusive remedy for any breach by N2 of the limited warranty set out in Section 9. Neither party may

directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. N2, however, may subcontract the Services. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties, their successors, and permitted assigns, there are no third-party beneficiaries under this Agreement. Sections 3, 6, 7, and 8 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, shall survive such expiration or termination for the period specified therein, or if nothing is specified for a period of thirty-six (36) months after such expiration or termination. This Agreement may be executed in counterparts and/or using electronic signatures. To add, delete, or modify the Services and to adjust the Fees accordingly, Exhibit A and Exhibit B may be amended by mutual agreement through a writing signed by both parties; provided, the foregoing does not modify or reduce N2's unilateral right to change the Fees upon 45 days' notice as set forth in Section 2 above.

This N2 Franchisee Services Agreement has been executed as of the date first set forth above.

N2:
The N2 Company
a Delaware corporation

By:_____
Name:_____
Title:_____

[FRANCHISEE ENTITY]:
_____

By: _____
Name: [AREA DIRECTOR NAME]
Title: _____

Exhibit A to N2 Franchisee Services Agreement

DESCRIPTION OF SERVICES AND FEES

[Insert Description of Franchisee's Selected Services and Corresponding Fees]

EXHIBIT G
FORM OF GENERAL RELEASE
[Current Form for Transfers and Other Occasions]

1. **Release of Claims**. Franchisee and its Principals, for themselves and on behalf of their respective guarantors, predecessors, parents, subsidiaries, affiliates, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, heirs, executors, administrators, family members, successors, and assigns, and all other persons acting on their behalf or claiming under them (collectively referred to as the "Franchisee Related Parties") irrevocably and unconditionally release and forever discharge Franchisor, Franchisor's predecessors, parents, subsidiaries, and affiliates, and their respective officers, directors, shareholders, partners, managers, members, agents, representatives, independent contractors, servants, employees, attorneys, accountants, guarantors, successors, and assigns, past and present, in their corporate and individual capacities, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from all actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, rights, demands, damages, controversies, losses, costs, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent ("Claim" or "Claims"), which they now have or claim to have or at any time heretofore have had or claimed to have against each or any of the Releasees, including, without limitation, any and all such Claims arising from, based upon or related to the Franchise Agreement.

[For California franchisees, add: Each of the Releasing Parties expressly waives and relinquishes all rights and benefits which either may now have or in the future have under and by virtue of California Civil Code Section 1542. The Releasing Parties do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." For the purpose of implementing a general release and discharge as described in Section 1 above, the Releasing Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims described in Section 1 above which the Releasing Parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.**]**

[FOR WASHINGTON FRANCHISEES, ADD: This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

2. **Unknown Claims**.

(a) Franchisee acknowledges for itself and the Franchisee Related Parties that there is a risk that, subsequent to the execution of this Agreement, it will discover, incur, or suffer Claims which are unknown or unanticipated at the time this Agreement is executed, including, without limitation, unknown or unanticipated Claims which arose from, are based upon, or are related to the Franchise Agreement or some part or aspect thereof, which if known by Franchisee on the date this Agreement is being executed may have materially affected its decision to execute this Agreement.

(b) Franchisee acknowledges and agrees for itself and the Franchisee Related Parties that by reason of the release contained in Section 1 above, it is assuming the risk of such unknown and unanticipated Claims; and agrees that its release of the Releasees contained in this Agreement applies thereto.

3. **Covenant Not to Sue**. Franchisee covenants and agrees for itself and for the Franchisee Related Parties not to bring or allow to be brought on behalf of itself or any Franchisee Related Party, any action, cause of action, suit, or other proceeding of any kind, which has accrued or which may ever accrue, whether based in the Constitution, common law or statute, contract, tort, or in equity, for actual or punitive damages or other relief, against Franchisor and/or the Releasees arising out of, resulting from, or in any manner related to the matters referenced in Section 1.

4. **No Assignment of Claims**. Franchisee represents and warrants for itself and the Franchisee Related Parties that it has not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claims released under Section 1 of this Agreement, and agrees to indemnify, defend and hold the Releasees harmless from and against any and all Claims based on or arising out of any such assignment or transfer, or purported assignment or transfer, of any Claims, or any portion thereof or interest therein. Franchisee represents and warrants that, since the date of the Franchise Agreement, there has been no assignment or transfer, and no purported assignment or transfer, to any person or entity of the Franchise, the Franchise Agreement, or any rights or interests therein or in the Franchisee.

5. **[OMIT FOR WASHINGTON FRANCHISEES: FOR USE IN STATES OTHER THAN WASHINGTON:] Full and Independent Knowledge**. Franchisee represents that it has been represented by an attorney in connection with the preparation and review of this Agreement, that it has specifically discussed with its attorney the meaning and effect of this Agreement, and that it has carefully read and understands the scope and effect of each provision contained herein. Franchisee further represents that it does not rely and has not relied upon any representation or statement made by the Franchisor or, any of the Releasees or any of their representatives with regard to the subject matter, basis, or effect of this Agreement.

6. **Compromise**. Franchisee agrees for itself and the Franchisee Related Parties that the releases contained herein are the result of a compromise and shall never at any time or for any purpose be considered as an admission of liability or responsibility on the part of Franchisor or the Releasees regarding any matter.

7. **General Provisions**.

(a) Entire Agreement. This Agreement, when fully executed, supersedes all previous negotiations, representations, and discussions by the parties hereto concerning the subject matter hereof and integrates the whole of all of their agreements and understandings concerning the subject matter hereof. No oral representations or undertakings concerning the subject matter hereof shall operate to amend, supersede, or replace any of the terms or conditions set forth herein.

(b) Authority. By their signatures below, the parties hereto represent and warrant to each other that they have all necessary authority to enter into this Agreement. Each party hereto represents and warrants that the party is entering into this Agreement solely for the purposes and consideration set forth herein.

(c) Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original.

(d) Survival. All covenants, representations, warranties, and agreements of the parties shall survive execution and delivery of this Agreement and shall continue until such time as all the obligations of the parties hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.

(e) Further Assurance. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

(f) Complete Defense. Franchisee acknowledges for itself and the Franchisee Related Parties that this Agreement shall be a complete defense to any claim released under the terms of Section 1 of this Agreement and hereby consents to the entry of a temporary or permanent injunction to end the assertion of any such claim.

(g) Attorneys' Fees. In the event that Franchisor institutes legal proceedings of any kind to enforce this Agreement, Franchisee agrees to pay all costs and expenses associated therewith, including, but not limited to, all attorneys' fees.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc. a Delaware corporation	
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____

[Add signature blocks for any additional parties identified pursuant to Section 1]

EXHIBIT H-1
SAMPLE TRANSFER AGREEMENT AND CONSENT
[Subject to change]

THIS TRANSFER AGREEMENT AND CONSENT ("**Transfer Agreement**") is made and entered into by and between N2 Franchising, Inc., a Delaware Corporation ("**Franchisor**"), [name of entity], a[n] [state] [type of entity] ("**Transferor**"), [name(s) of individual(s) who are named as Principals], [an] adult individual[s] ("**Transferor Principals**"), [name of entity], a[n] [state] [type of entity] ("**Transferee**"), and [names of individual(s) who are named as Principals in the new franchise agreement], [an] adult individual[s] ("**Transferee Principals**"). This Transfer Agreement will be effective upon execution by Franchisor ("**Effective Date**").

RECITALS

A. Transferor is the Franchisee under that certain N2 Franchising, Inc. Franchise Agreement dated _____, 20__ between Franchisor and Transferor ("**Franchise Agreement**") for the Territory listed in Attachment B to the Franchise Agreement, and Transferor Principals are personally bound by certain covenants set forth in the Franchise Agreement.

B. Transferor operates its N2 publications business ("**Franchisee's Business**"), pursuant to the terms and conditions of the Franchise Agreement.

C. Transferor desires to transfer, convey, and assign to Transferee all of its interest in and to the Franchise Agreement as provided for in this Transfer Agreement and to sell certain assets used in the operation of Franchisee's Business, as defined in that certain purchase agreement dated _____, 20__ between Transferor as seller and Transferee as buyer ("**Purchase Agreement**"), such transaction to be effective as of the date specified in the Purchase Agreement or otherwise mutually agreed to by the parties ("**Closing**").

D. Transferee desires to assume the duties and obligations of Transferor under a New Franchise Agreement (defined below), subject to the terms, conditions, and covenants contained herein.

E. Franchisor desires to consent to the transfer contemplated by this Transfer Agreement, subject to the terms, conditions, and covenants set forth below.

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, the parties, each intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. Consent to Transfer. Franchisor hereby consents to the transfer contemplated by this Transfer Agreement, provided that all of the terms and conditions set forth herein are met. All future transfers subject to the terms of the New Franchise Agreement remain subject to Franchisor's further consent.

2. Payment of Fees. Upon execution of this Transfer Agreement by Franchisor, Transferor must have paid Franchisor all sums owed to Franchisor by Transferor, including but not limited to the required transfer fee and all Returnable Commissions.

3. Termination of Franchise Agreement; Survival of Certain Covenants and Obligations. Except as provided for in Section 9. of this Transfer Agreement, upon execution of this Transfer Agreement by Franchisor, the Franchise Agreement will terminate automatically; however, Transferor and Transferor Principals, and each of them, remain bound by, and must comply with, those provisions of the Franchise Agreement, which by their nature survive termination and include, but are not limited to, confidentiality, non-solicitation, and noncompetition; payment of debts and taxes; indemnification; and the post-term obligations set forth in Section 11. of the Franchise Agreement. **Further, Transferor and Transferor Principals will remain bound by the dispute resolution provisions set forth in Section 14. of the Franchise Agreement**.

4. New Franchise Agreement. Transferee and Transferee's Principals have read and understand Franchisor's current form of franchise agreement with related attachments, if any (collectively, "**New Franchise Agreement**"), and agree that on or before Closing, Transferee will enter into the New Franchise Agreement with Franchisor and execute or cause to be executed all attachments thereto, and Transferee Principals will each execute the Principals' Undertaking (Attachment C to the New Franchise Agreement).

5. Releases

a. By Franchisor. Except for the obligations set forth in this Transfer Agreement, Franchisor irrevocably and unconditionally releases, acquits, and forever discharges Transferor and each Transferor Principal ("**Transferor Parties**") from all actions, causes of action, suits, debts, liens, obligations, promises, liabilities, claims, rights, demands, damages, controversies, losses, costs, and expenses (including attorneys' fees and costs actually incurred), known or unknown, suspected or unsuspected, fixed or contingent, which Franchisor now has, owns, holds, claims to have, claims to own, or claims to hold, or at any time heretofore had owned, held, claimed to have, claimed to own, or claimed to hold against any Transferor Party arising out of or relating to the Franchise Agreement.

b. By Transferor. Transferor and each Transferor Principal, for themselves and on behalf of all other persons or entities acting on any of their behalf or claiming under any of them ("**Releasing Parties**"), hereby irrevocably and unconditionally release, acquit, and forever discharge Franchisor, Franchisor's predecessors, parents, subsidiaries, and affiliates, their respective officers, directors, shareholders, partners, managers, members, agents, representatives, independent contractors, servants, employees, attorneys, accountants, guarantors, successors, and assigns, past and present, in their corporate and individual capacities, past and present, and all persons acting by, through, under or in concert with any of them ("**Franchisor Releasees**") or any of them, from all actions, causes of action, suits, debts, liens, obligations, promises, liabilities, claims, rights, demands, damages, controversies, losses, costs, and expenses (including attorneys' fees and costs actually incurred), known or unknown, suspected or unsuspected, fixed or contingent, which any of them now has, owns, holds, claims to have, claims to own, or claims to hold, or at any time heretofore had, owned, held, claimed to have, claimed to own, or claimed to hold (collectively, "**claims**") against each or any of the Franchisor Releasees, including but not limited to those arising out of or relating to the Franchise Agreement and the relationships created thereby, any other agreement between any Franchisor Releasee on the one hand and any Releasing Party on the other hand, and the offer or sale of the N2 publication franchise opportunity.

[INCLUDE THE FOLLOWING SENTENCE FOR TRANSFERS IN WASHINGTON ONLY: This release in paragraph 5(b) does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

INCLUDE THE FOLLOWING PARAGRAPH FOR TRANSFERS IN CALIFORNIA ONLY:[c. The parties to this Transfer Agreement expressly waive and relinquish all rights and

benefits which any of them may now have or in the future have under and by virtue of California Civil Code Section 1542. Each party does so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which is known by him must have materially affected his settlement with the debtor." For the purpose of implementing a general release and discharge as described in Sections 5.a. and 5.b., above, each party hereto expressly acknowledges that this Transfer Agreement is intended to include in its effect, without limitation, all claims described in Sections 5.a. and 5.b. above, which the parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Transfer Agreement contemplates the extinguishment of any such claims.]

6. Covenant Not to Sue. Each of the parties hereto covenants and agrees for themselves and for their assigns, heirs, representatives, agents, family members, and all other persons acting on their behalf or claiming under them (collectively, "**Covenantors**") not to participate in, bring, or allow to be brought on behalf of any Covenantor, any action, cause of action, suit, or other proceeding of any kind, which has accrued or which may ever accrue, whether based in the Constitution, common law, or statute, contract, tort, or in equity, for actual or punitive damages or other relief, against one another arising out of, resulting from, or in any manner related to the matters released in Sections 5.a. and 5.b

7. **[OMIT FOR WASHINGTON FRANCHISEES; FOR USE IN STATES OTHER THAN WASHINGTON:]** Acknowledgments Regarding Releases. By affixing their signatures to this Transfer Agreement, the parties acknowledge that they have carefully read and fully understand the provisions of this Agreement, including, specifically, the release of claims set forth in Sections 5.a. and 5.b. of this Agreement, and that their release of such claims is knowing and voluntary. Transferor and each Transferor Principal acknowledges that it has had a reasonable opportunity to consult with an attorney prior to executing this Transfer Agreement and that the execution of this Transfer Agreement is voluntary. Transferor and each Transferor Principal further acknowledge that Franchisor has advised them to consult with an attorney before executing this Transfer Agreement. Each party represents that it does not rely, and has not relied upon, any representation or statement made by any of the Franchisor Releasees or any of the Transferor Parties, as the case may be, or any of their representatives, with regard to the subject matter, basis, or effect of this Agreement.

8. Indemnity. The parties acknowledge and agree that except for those matters relative to its consent, Franchisor has neither exercised any influence over, nor has it taken any part in, the transfer of the Franchise Agreement or Franchisee's Business. Accordingly, Transferor, each Transferor Principal, Transferee, and each Transferee Principal hereby agree to, and will at all times, indemnify and hold each of the Franchisor Releasees harmless, to the fullest extent permitted by law, from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted), which arises out of or is based upon the transactions contemplated by this Transfer Agreement. "**Losses and expenses**" include, without limitation, all losses, compensatory, exemplary, or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys' fees, investigative fees, court costs, settlement amounts, judgments, compensation for damages to Franchisor's reputation and goodwill, and other such amounts incurred in connection with such matters.

9. Failure to Close. If Closing does not take place as provided herein, then Franchisor's approval of the transfer contemplated by this Transfer Agreement will be deemed withdrawn, unapproved, and without any force or effect, and Transferor and Transferor Principals will remain bound by the terms of the Franchise Agreement, which will remain in full force and effect.

10. Notices. Any and all notices required or permitted under this Transfer Agreement must be in writing and personally delivered or mailed by expedited delivery service or certified or registered mail,

return receipt requested, first class postage prepaid, or sent by prepaid facsimile (provided that the sender confirms the facsimile by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission) to the parties at the following addresses until a different address is designated by written notice to the other party:

Notices to Franchisor:	N2 Franchising, Inc. 2093 Philadelphia Pike #3202 Claymont, Delaware 19703 Attention: General Counsel Facsimile: 910-202-1876
Notices to Transferor and Transferor Principals:	_____ _____ _____ Attention: _____ Facsimile: _____ Telephone: _____
Notices to Transferee and Transferee Principals:	_____ _____ _____ Attention: _____ Facsimile: _____ Telephone: _____

11. Governing Law. This Transfer Agreement will be interpreted and construed under the laws of the state of Texas, without regard to the application of Texas conflict of law rules.

12. Severability. Except as expressly provided to the contrary herein, each portion, section, part, term, and provision of this Transfer Agreement will be considered severable; and if, for any reason, any portion, section, part, term, or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such determination will not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms, or provisions of this Transfer Agreement that may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms, or provisions will be deemed not to be part of this Transfer Agreement; and such portion, section, part, term, or provision as similar as possible to that which was severed will automatically be added, which addition will be valid and not contrary to or in conflict with any law or regulation.

13. Dispute Resolution; Venue. The parties hereto hereby irrevocably submit themselves to the jurisdiction of the state and federal district courts located in the state, county, or judicial district in which Franchisor's principal place of business is located, and the parties each waive all questions of personal jurisdiction for the purpose of carrying out this provision. The parties further agree that the venue for any proceeding relating to or arising out of this Transfer Agreement will be the state and federal district courts located in the county or judicial district in which Franchisor's principal place of business is located; provided however, that Franchisor may bring any action for injunctive or other extraordinary relief in any state or federal district court that has jurisdiction.

14. Counterpart Execution; Facsimile Signatures. This Transfer Agreement may be executed in multiple counterparts, each of which when so executed will be an original, and all of which will constitute one and the same instrument. Facsimile signatures will be considered effective for execution purposes.

15. Further Assurances. Transferor, Transferor Principals, Transferee, and Transferee Principals hereby irrevocably agree to execute, deliver, or cause to be executed and delivered any and all other documents that may now or hereafter be necessary to consummate the transactions contemplated hereby, as reasonably requested by Franchisor.

16. Capitalized Terms. Initially capitalized terms used in this Transfer Agreement have the meanings given to them in the Franchise Agreement, unless otherwise defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Transfer Agreement on the dates set forth below.

TRANSFEROR:
[entity name]
a[n] [state] [type of entity]

By: _____
[Name, Title]

Date: _____

TRANSFEREE:
[entity name]
a[n] [state] [type of entity]

By: _____
[Name, Title]

Date: _____

TRANSFEROR PRINCIPALS:

By: _____
[Name], an Individual

Date: _____

TRANSFEREE PRINCIPALS:

By: _____
[Name], an Individual

Date: _____

Franchisor hereby consents to the foregoing transfer on the term described in this Transfer Agreement.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware Corporation

By: _____
Name: _____
Title: _____

EXHIBIT H-2
SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT
[Subject to change]

This Assignment and Assumption Agreement and Amendment to Franchise Agreement ("**Agreement**") is entered into by and between N2 Franchising, Inc., a Delaware Corporation ("**Franchisor**"), [Assignor Name], an individual resident of [State] ("**Assignor**"), and [Assignee Name], a [state] [corporation or limited liability company] ("**Assignee**"). This Agreement will be effective upon execution by Franchisor ("**Effective Date**").

BACKGROUND

A. Franchisor and Assignor entered into that certain franchise agreement dated [Franchise Agreement Date], ("**Franchise Agreement**"), pursuant to which Assignor obtained the right and undertook the obligation to operate an independently owned and operated franchised business ("**Franchised Business**").

B. Assignor is the sole owner of Assignee and desires to assign to Assignee all of Assignor's rights and obligations under the Franchise Agreement and Assignor's rights and title to the Franchised Business.

C. Franchisor has agreed to consent to the assignment and assumption set forth in this Agreement, pursuant to the terms and conditions set forth herein.

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. Assignment. Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in and to the Franchise Agreement as of this Agreement's Effective Date.

2. Assumption. Assignee hereby assumes all of Assignor's obligations, agreements, commitments, duties, and liabilities under the Franchise Agreement and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments, and duties of Assignor under the Franchise Agreement with the same force and effect as if the Franchise Agreement had been originally written with Assignee as Franchisee.

3. Amendment to Franchise Agreement.

   a. All references to [Assignor Name] as Franchisee in the Franchise Agreement are hereby deleted and replaced with [Assignee Name].

   b. Attachment E to the Franchise Agreement is hereby deleted in its entirety and replaced with the Amended Attachment E attached hereto.

4. Representations and Warranties. Assignee hereby represents and warrants that the ownership interests in Assignee are accurately and completely described in the table set forth in Amended

Attachment E attached hereto, and that each person listed in that table will sign the Principals' Undertaking attached hereto as Schedule 1.

5. Release. Assignor, for itself and on behalf of its guarantors, predecessors, parents, affiliates, subsidiaries, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, heirs, executors, administrators, family members, successors, and assigns, and all other persons acting on their behalf or claiming under them ("**Assignor Releasing Parties**"), hereby release, acquit, and forever discharge Franchisor, Franchisor's predecessors, parents, subsidiaries, and affiliates, and their present and former officers, directors, shareholders, partners, managers, members, agents, representatives, independent contractors, servants, employees, attorneys, accountants, guarantors, successors, and assigns, past and present, in their corporate and individual capacities, and all persons acting by, through, under or in concert with any of them ("**Released Parties**"), from all claims and damages whether known or unknown, which Assignor Releasing parties, or any of them, have, had, or claim to have against Released Parties, or any of them, including but not limited to claims arising out of or relating to the performance or non-performance of the Franchise Agreement or the relationships created thereby, this Agreement, and/or any other agreement between Assignor, Assignor's Principals, and/or entity owned in whole or in part by Assignor or Assignor's Principals on the one hand and Franchisor and/or any of its affiliates on the other hand. Excepted from this release are any contractual obligations under this Agreement, which remain in full force and effect.

[**INCLUDE THE FOLLOWING SENTENCE FOR TRANSFERS IN WASHINGTON ONLY:** The release in this Section 5 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

[**INCLUDE IF ASSIGNOR IS A CALIFORNIA RESIDENT**: Assignor Releasing Parties, and each of them, expressly waive and relinquish all rights and benefits which any of them may now have or in the future have under and by virtue of California Civil Code Section 1542. Assignor Releasing Parties do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." For the purpose of implementing a general release and discharge as described in this Section 5., Assignor Releasing Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims described in this Section 5., which the parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.] **[Include if Assignor is California resident.]**

6. Covenant Not to Sue. Assignor hereby covenants and agrees for itself and for its assigns, heirs, representatives, agents, family members, and all other persons acting on its behalf or claiming under them (collectively, "**Covenantors**") not to participate in, bring, or allow to be brought on behalf of any Covenantor, any action, cause of action, suit, or other proceeding of any kind, which has accrued or which may ever accrue, whether based in the Constitution, common law, or statute, contract, tort, or in equity, for actual or punitive damages or other relief, against any Released Party arising out of, resulting from, or in any manner related to the matters released in Section 5.

7. Unknown/Unanticipated Claims. Assignor acknowledges there is a risk that, subsequent to the execution of this Agreement, it will discover, incur, or suffer claims which are unknown or unanticipated at the time this Agreement is executed, including, without limitation, unknown or unanticipated claims which arose from, are based upon, or are related to the Franchise Agreement or some part or aspect thereof, which if known by it on the date this Agreement is being executed may have materially affected its decision to execute this Agreement. Assignor acknowledges and agrees that by reason of the releases contained in

Section 5. above, it is assuming the risk of such unknown and unanticipated claims and agrees that its release contained in this Agreement applies thereto.

8. [OMIT FOR WASHINGTON FRANCHISEES; FOR USE IN STATES OTHER THAN WASHINGTON:] Acknowledgments Regarding Releases. By affixing its signature to this Agreement, Assignor acknowledges that it has carefully read and fully understands the provisions of this Agreement, including, specifically, the release of claims set forth in Sections 5. of this Agreement, and that its release of such claims is knowing and voluntary. Assignor acknowledges that it has had a reasonable opportunity to consult with an attorney prior to executing this Agreement and that it has executed this Agreement voluntarily. Assignor acknowledges that Franchisor has advised it to consult with an attorney before executing this Agreement. Assignor represents that it does not rely, and has not relied upon, any representation or statement made by any of the Released Parties or any of their representatives with regard to the subject matter, basis, or effect of this Agreement.

9. Governing Law. This Agreement is entered into in the State of Texas and will be construed and interpreted in accordance with its laws, without regard to its conflict of law principles.

10. Construction. Capitalized terms have the meanings given to them in the Franchise Agreement, unless otherwise defined in this Agreement.

11. Enforceability. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. **WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM AGAINST THE OTHER, AND RELATING TO THIS AGREEMENT AND/OR THE FRANCHISE AGREEMENT, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

13. Notices. Any notices required or permitted to be given hereunder will be in accordance with the notice provisions set forth in the Franchise Agreement.

Intending to be legally bound, the parties have executed this Agreement on the dates set forth below.

ASSIGNOR:
[Assignor Name]

By:_____
Name:_____
Title:_____
Date:_____

ASSIGNEE:
[Assignee Name]

By: _____
Name: _____
Title: _____
Date:_____

Franchisor hereby consents to the foregoing assignment on the terms described in this Agreement.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware Corporation

By:_____
Name:_____
Title:_____
Date:_____

AMENDED ATTACHMENT E

STATEMENT OF OWNERSHIP INTERESTS AND MANAGEMENT INFORMATION

1. The following is a list of all shareholders, partners, members, or other investors owning a direct or indirect interest in Franchisee and a description of the nature of their interests (the Owners):

Name	Ownership Interest in Franchisee	Nature of Interest

2. The following is a list of all of Franchisee's Principals who are signing the Principals' Undertaking:

_____

_____

3. The following named Principal or Operations Manager is the person responsible for the day-to-day operations and management of the Franchised Business:

_____

Schedule 1 – See Attachment C to the Franchise Agreement

EXHIBIT I
LIST OF STATE ADMINISTRATORS

Listed here are the names, addresses, and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws.

CALIFORNIA
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
866-275-2677

CONNECTICUT
Cynthia Antanaitis Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

FLORIDA
Florida Department of Agriculture & Consumer Services
Attn: Finance & Accounting
407 South Calhoun Street
Tallahassee, Florida 32399-0800

HAWAII
Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS
Chief, Franchise Bureau
Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

INDIANA
Securities Commissioner
Indiana Securities Division
302 West Washington Street Room E-111
Indianapolis, Indiana 46204

MARYLAND
Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN
Michigan Attorney General's Office Consumer Protection Division
Attn.: Franchise Section
525 West Ottawa Street
Lansing, Michigan 48933

MINNESOTA
Minnesota Department of Commerce
Securities & Franchise Registration
85 75th Place East
Suite 280
Saint Paul, Minnesota 55101-2198

NEBRASKA
Nebraska Department of Banking and Finance
1526 K Street, Suite 300
Lincoln, Nebraska 68508

NEW YORK
New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
212-416-8222

NORTH DAKOTA
Franchise Examiner
North Dakota Insurance & Securities Department
600 East Boulevard
Bismarck, North Dakota 58505-0510

RHODE ISLAND
Securities Division
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA
Division of Insurance
Securities Regulations
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

TEXAS
Texas Secretary of State
Statutory Document Section
P.O. Box 12887
Austin, Texas 78711

UTAH
Director, Department of Commerce
Division of Consumer Protection
160 East 300 South
SM Box 146204
Salt Lake City, Utah 84111-6704

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON
Administrator
Department of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN
Franchise Office
Wisconsin Securities Commission
P.O. Box 1768
Madison, Wisconsin 53701

EXHIBIT J
AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses, and telephone numbers of the state offices or agents that require that we appoint them as our agents to receive service of process when we sell franchises in their states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

CALIFORNIA
Commissioner of Financial Protection and Innovation, Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

HAWAII
Commissioner of Securities, Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA
Secretary of State
Room E-111
302 W. Washington Street
Indianapolis, Indiana 46204

MARYLAND
Maryland Securities Commissioner
Maryland Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN
Securities Director, Office of Financial & Insurance Regulation
525 West Allegan
1st Floor, Constitution Hall
Lansing, Michigan 48909

MINNESOTA
Commissioner of Commerce
85 75th Place East, Suite 280
Saint Paul, Minnesota 55101

NEW YORK
Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA
Securities Commissioner, North Dakota Insurance & Securities Department
600 East Boulevard
Bismarck, North Dakota 58505-0510

RHODE ISLAND
Director, Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA
Director, Division of Insurance
Securities Regulations
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON
Director of Financial Institutions Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN
Commissioner of Securities, Wisconsin Securities Commission
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT K
STATE-SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

3. Item 3 of the disclosure document is supplemented by the following language:

Neither we nor any person or franchise broker in Item 2 of the franchise disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A.78a *et seq*., suspending or expelling such persons from membership in such association or exchange.

4. Item 17 of the franchise disclosure document is supplemented by the following language:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

b. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq*.).

c. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

d. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

e. The franchise agreement requires binding arbitration. The arbitration will occur in the city in which Franchisor maintains its principal business office at the time of the arbitration with the costs being borne by initially be paid equally by the two sides to the arbitration. The arbitrator must award to the prevailing party the reasonable costs and fees, including attorneys' fees, incurred in the arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

f. The Franchise Agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

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

6. You must sign a general release if you transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

7. Corporations Code 31512 provides that: "Any conditions, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of this law or any rule or order hereunder is void."

The Franchise Agreement requires a shortened statute of limitations period. Pursuant to Corporations Code Section 31512, this provision is void, to the extent that it is inconsistent with the provisions of Corporations Code Sections 31303 and 31304.

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

a. Representations made by the franchisor or its personnel or agents to a prospective franchisee.

b. Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

c. Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

d. Violations of any provision of this division.

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

9. The financial performance representation figures do not reflect costs of sales, operating expenses, or other costs and expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchises or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

10. A contract which restrains a franchise from engaging in a lawful trade or business is to that extent void under California Business & Professions Code section 16600.

11. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act.

12. 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.

13. The Franchisor determines the price of your service. This may be price fixing and a violation of the California's Cartwright Act.

HAWAII ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

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.

ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. Illinois law governs the Franchise Agreement.

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

3. Your rights upon Termination and Non-Renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

6. By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. Item 5 of the disclosure document is supplemented with the following:

   Even though we have waived payment of the initial franchise fee, the Maryland Securities Division has required us to defer your obligation to pay all initial franchise fees, including payments for goods and services received from us, until we have performed our pre- opening obligations and you begin operating the Franchised Business. Notwithstanding the foregoing required disclosure, our waiver of the initial franchise fee remains in full force and effect.

2. The Summary column for Item 17.v., "Choice of Forum" (Franchise chart) is supplemented with the following:

   This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by such law, unless preempted by the Federal Arbitration Act.

3. Item 17.c., "Requirements for you to renew or extend" (Franchise Agreement chart) and Item 17.m. "Conditions for our approval of transfer" (Franchise Agreement chart) are amended by the addition of the following:

   The Code of Maryland Regulations, COMAR 02.02.08.16L., states that a general release required as a condition of renewal, sale, and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment, or transfer of the Franchise Agreement.

4. Item 17 is amended by adding the following to the end of Item 17:

   Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought by the earlier of: (i) four (4) years after the franchise is granted; or (ii) two (2) years after the date the franchise opened to the public.

5. The following is added as the last paragraph of Item 17:

   A provision in the Franchise Agreement which terminates the agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101.

1. Item 17 is amended by adding the following:

   You have the right to join and participate in a trade association consisting of other franchisees of the same franchise, and to engage in free association among franchisees, for any lawful purpose. We may not, directly or indirectly, through an officer, agent, or employee, restrict or inhibit your right to join such a trade association or your right of free association with other franchisees for any lawful purpose. Maryland law provides you with a private cause of action against us for a violation of these rights. Any provision in the Franchise Agreement that conflicts with these rights may be unenforceable.

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.

MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. The following is added to Item 13 of the disclosure document:

   We will protect your right to use the trademarks, service marks, trade names, logos, 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.

2. The following is added to Item 17 of the disclosure document:

   Under Minnesota law, and except in certain specified cases, we must give you 90 days notice of termination with 60 days to cure. We also must give you at least 180 days notice of our intention not to renew a franchise and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Franchise Agreement is inconsistent with Minnesota law, Minnesota law will control.

3. Under Minnesota Statutes, Section 80C.21, to the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports 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 with the Minnesota Franchise Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchise Law.

4. Minnesota Rule 2860.4400(J) prohibits the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. This does not bar an exclusive arbitration clause. In addition, nothing the disclosure document or agreement can abrogate or reduce any of franchisee's right as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release from liability imposed by Minnesota Statutes, Section 80C.01 to 80C.22. This does not bar the voluntary settlement of disputes.

6. 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.

NEW YORK ADDENDUM TO THE 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 I 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 conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. 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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. Item 17.w. is amended by adding the following to the "Summary" column opposite category w. "Choice of law":

> If you bring any claims relating to the Franchise Agreement and/or the relationship between you and us, if you independently meet the jurisdictional requirements of North Dakota, then North Dakota will apply to such claims.

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

3. The following statements are added to the Franchise Disclosure Document:

> The State of North Dakota has determined that requiring franchisees to consent to termination penalties or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination penalties or liquidated damages is deleted.
>
> The State of North Dakota has determined that certain covenants restricting competition may be contrary to Section 9-08-06 of the North Dakota Century Code. Any covenants against competition shall be subject to this section of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota.
>
> The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.
>
> The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.
>
> The State of North Dakota has determined that requiring franchisees to be governed by the laws of a state other than North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements.
>
> The State of North Dakota has determined that requiring franchisees to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee waive a jury trial is deleted.

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

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

The State of North Dakota has determined that requiring franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

VIRGINIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the disclosure document is supplemented by the following:

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

3. Under subsection A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

RISK FACTOR

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Franchisees who receive financial incentives to refer franchise prospects to Franchisor may be required to register as franchise brokers under the laws of the Washington State. The Franchise Referral Program described in Item 1 of the disclosure document is not available to referrals made in connection with franchises offered or sold in the state of Washington.

No more than one referral fee will be paid to franchisees living in or operating a Franchised Business within the state of Washington, and no franchisee, regardless of location, will receive more than one referral fee for referrals made to franchisees living in or operating a Franchised Business in Washington.

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.

Franchisor does not have the right to discontinue the Test Publications Franchised Business in its sole discretion.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____	_____
FRANCHISOR	FRANCHISEE

INDIANA, MICHIGAN, RHODE ISLAND, SOUTH DAKOTA, AND WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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.

State Effective Dates

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	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.

ITEM 23
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 N2 Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Applicable state laws in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, (b) New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, and (c) Iowa requires us to provide you the disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If N2 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and any applicable state agency (as listed in Exhibit I to this disclosure document).

The name, principal business address, and telephone number of the franchise seller offering the franchise is provided in the attached Franchise Sellers' Information document.

Issuance Date: October 9, 2026

Our agents for service of process are identified on Exhibit J to this disclosure document. Our agent for service of process in Delaware is National Registered Agents, Inc., 1209 Orange Street, Wilmington, Delaware, 19801. I received a disclosure document dated October 9, 2026. The disclosure document included the following Exhibits:

Exhibit A – Financial Statements
Exhibit B – Franchise Agreement (with Attachments and State-Specific Amendments)
Exhibit C – List of Franchised Outlets
Exhibit D – List of Franchisees Who Have Left the System
Exhibit E – Franchise Brand Standards Manual Table of Contents
Exhibit F – N2 Franchisee Services Agreement
Exhibit G – Form of General Release
Exhibit H-1 – Sample Transfer Agreement and Consent
Exhibit H-2 – Sample Assignment and Assumption Agreement
Exhibit I – List of State Administrators
Exhibit J – Agents for Service of Process
Exhibit K – State-Specific Addenda to Franchise Disclosure Document

Dated:_____ _____
Individually and as an Officer of the company designated below or of a company to be formed and designated below on formation

_____
Printed Name
of_____
(a_____Corporation)
(a_____Limited Liability Company)

(Keep this page for your records.)

Franchise Sellers' Information

Check the applicable box for the name, principal business address, and telephone number of the franchise seller offering the franchise.

	First Name	Last Name	Principal Business Address	Telephone Number
	Abigail	Masch	2093 Philadelphia Pike, #3202, Claymont, DE 19703	832-277-5610
	Alejandro (Alex)	Masch	2093 Philadelphia Pike, #3202, Claymont, DE 19703	832-277-5610
	Allison	Kapellusch	2093 Philadelphia Pike, #3202, Claymont, DE 19703	765-588-7155
	Allison	Kile	1321 Avery Ave., Wheaton, IL 60187	312-952-8963
	Angie	Sampson	3080 Laminar Drive, Timnath, CO 80547	970-219-7506
	Angie	Williams	100 Cottage Walk NW, Cartersville, GA 30121	919-244-7354
	Ashley	Streight	1420 S. Wichita, Wichita, KS 67213	316-253-7900
	Bernadette	Gabaree	2093 Philadelphia Pike, #3202, Claymont, DE 19703	513-846-4606
	Bethany Mascena	Tracy	2093 Philadelphia Pike, #3202, Claymont, DE 19703	401-255-0115
	Bob	Moses	46 North Street, Marcellus, NY 13108	315-730-3423
	Brenda	Slavich	1804 Bayshore Way, Clearwater, FL33670	727-422-9328
	Candice	Ellensohn	4N346 Samuel Clemens Course, St. Charles, IL 60175	847-650-0261
	Catherine	Groves	9017 Salem Church Rd, Hahira, GA 31632	770-377-3097
	Cathy	Sine	2093 Philadelphia Pike, #3202, Claymont, DE 19703	951-294-2992
	Dana	Moler	2093 Philadelphia Pike, #3202, Claymont, DE 19703	830-331-0100
	Danielle	Harbour	2093 Philadelphia Pike, #3202, Claymont, DE 19703	781-752-9802
	Dave	Cooke	15575 Declaration Dr, Westfield, IN 46074	636-744-6131
	Deena	Nystrom	2000 Dockside Dr, Greenwood, IN 46143	317-513-4981
	Dennis	Jankowski	2093 Philadelphia Pike, #3202, Claymont, DE 19703	201-446-6564
	Devin	Pappas	204 Live Oak Lane, Largo, FL 33770	727-657-9615
	Doug	Couillard	2093 Philadelphia Pike, #3202, Claymont, DE 19703	508-934-6904
	Duane	Hixon	2093 Philadelphia Pike, #3202, Claymont, DE 19703	910-202-0917
	Earl	Seals	2093 Philadelphia Pike, #3202, Claymont, DE 19703	910-202-0917
	Gina	Russen	4030 Stow Way, Naples FL	239-595-4462
	Harold	Cooper	1018 Crestmont Rd, Hurricane, WV 25526	303-539-9136
	Hazel	Manjarris	7246 Brown Dr, Corpus Christi, TX 78414	361-774-0104
	Jamie	McCabe	8115 Walden Glen Ct., Indianapolis, IN 46278	248-882-8448
	Jason	Pattee	2093 Philadelphia Pike, #3202, Claymont, DE 19703	440-655-4870
	Jayme	Halfhill	1200 Village Drive Apt 2401, Pittsburgh, PA 15241	724-433-7855
	Jeremy	Roentz	359 Conestoga Pl, Franktown, CO 80116	303-905-0410
	Jerry	Porebski	444 Oak Grove Circle, Wauconda, IL 60084	847-345-6611
	Jody	Fowler	216 S Walnut Avenue, Broken Arrow, OK74012	918-770-3125
	John	Nugent	3212 Tanner Rd, Scott, LA 70583	337-230-2107
	Josefa	Banbury	3453 W. Bonner Dr., Norfolk, VA 23513	812-212-6249
	JP	Hamel	2093 Philadelphia Pike, #3202, Claymont, DE 19703	201-410-8350
	Julaine	Davis	2093 Philadelphia Pike, #3202, Claymont, DE 19703	646-325-3588
	Julie	Olsen	128 Steel Valley Drive, Boerne, TX 78006	830-428-4027
	Kate	Silberfeld	1403 S 4th St, Wilmington, NC 28401	603-493-8909
	Kathlene	Clarke	208 Richmond Rd, Litchfield, ME 04350	207-907-6978
	Kaylie	Oppedisano	2093 Philadelphia Pike, #3202, Claymont, DE 19703	407-687-3224
	Kelly	Hanlon	367 Prospect Point Dr, Tryon, NC28782	614-657-2788
	Kelly	Winnik	2093 Philadelphia Pike, #3202, Claymont, DE 19703	402-770-9598
	Kevin	Baggs	2093 Philadelphia Pike, #3202, Claymont, DE 19703	919-322-3978
	Kimberly	Williams	100 Cottage Walk NW, Cartersville, GA 30121	919-244-7354

	Lisa	Masquelier	2093 Philadelphia Pike, #3202, Claymont, DE 19703	972-838-3811
	Liz	Hamm	9711 S Mason Road Suite 125-369, Richmond, TX 77407	310-488-7927
	Lynn	Zimmerman	30 King Road, Bedford, NH 03110	917-482-6503
	Maria	Isaacson	16935 Painter Road, Leo, IN 46765	260-443-6503
	Mark	Harbour	2093 Philadelphia Pike, #3202, Claymont, DE 19703	781-752-9802
	Matt	Gomez	1736 Highway 25, Gallatin TN, 37066	951-347-5586
	Megan	Farmer	308 Fairway Dr, Southport, NC 28461	910-471-6241
	Merritt	Rechichar	1703 College Ave, Anderson, SC 29621	864-314-4546
	Michelle	Davis	2093 Philadelphia Pike, #3202, Claymont, DE 19703	646-325-3588
	Michelle	Rails	2093 Philadelphia Pike, #3202, Claymont, DE 19703	214-455-8818
	Mike	Cozart	2093 Philadelphia Pike, #3202, Claymont, DE 19703	440-315-9082
	Natalie	Jostes	2093 Philadelphia Pike, #3202, Claymont, DE 19703	630-673-7616
	Nicole	Geraghty	2093 Philadelphia Pike, #3202, Claymont, DE 19703	407-970-4335
	Paul	Oppedisano	2093 Philadelphia Pike, #3202, Claymont, DE 19703	407-687-3224
	Rik	Franke	23246 Lieutenant Ave, Foley, AL 36535	608-386-8794
	Sharon	Cawood	PO BOX 233, Lillian, AL 36549	865-385-9987
	Sheila	Kilpatrick	1860 Wolfsnare Rd, Virginia Beach, VA 23454	757-646-5869
	Shirly	Ellison	3 Roy Street, Westborough, MA 01581	508-571-8571
	Tammi	Joseph	3110 N Ridge Rd Apt 523, Wichita, KS 67205	316-644-7703
	Theresa	Cooper	1018 Crestmont Rd, Hurricane, WV 25526	303-539-9136
	Trish	Spindler	4746 W Princetown Ln, Coeur D'Alene 83815	619-865-3028
	Tristan	Manning	2093 Philadelphia Pike, #3202, Claymont, DE 19703	360-626-3163
	Wendy	Franke	23246 Lieutenant Ave, Foley, AL 36535	608-386-8794
	Whitney	Chism	2093 Philadelphia Pike, #3202, Claymont, DE 19703	910-616-0115

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 N2 Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Applicable state laws in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, (b) New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, and (c) Iowa requires us to provide you the disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If N2 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and any applicable state agency (as listed in Exhibit I to this disclosure document).

The name, principal business address, and telephone number of the franchise seller offering the franchise is provided in the attached Franchise Sellers' Information document.

Issuance Date: October 9, 2026

Our agents for service of process are identified on Exhibit J to this disclosure document. Our agent for service of process in Delaware is National Registered Agents, Inc., 1209 Orange Street, Wilmington, Delaware, 19801. I received a disclosure document dated October 9, 2026. The disclosure document included the following Exhibits:

Exhibit A – Financial Statements
Exhibit B – Franchise Agreement (with Attachments and State-Specific Amendments)
Exhibit C – List of Franchised Outlets
Exhibit D – List of Franchisees Who Have Left the System
Exhibit E – Franchise Brand Standards Manual Table of Contents
Exhibit F – N2 Franchisee Services Agreement
Exhibit G – Form of General Release
Exhibit H-1 – Sample Transfer Agreement and Consent
Exhibit H-2 – Sample Assignment and Assumption Agreement
Exhibit I – List of State Administrators
Exhibit J – Agents for Service of Process
Exhibit K – State-Specific Addenda to Franchise Disclosure Document

Dated:_____ _____
Individually and as an Officer of the company designated below or of a company to be formed and designated below on formation

_____
Printed Name
of_____
(a_____Corporation)
(a_____Limited Liability Company)

(Sign and return this page to N2 Franchising, Inc.)

Franchise Sellers' Information

Check the applicable box for the name, principal business address, and telephone number of the franchise seller offering the franchise.

	First Name	Last Name	Physical Business Address	Telephone Number
	Abigail	Masch	2093 Philadelphia Pike, #3202, Claymont, DE 19703	832-277-5610
	Alejandro (Alex)	Masch	2093 Philadelphia Pike, #3202, Claymont, DE 19703	832-277-5610
	Allison	Kapellusch	2093 Philadelphia Pike, #3202, Claymont, DE 19703	765-588-7155
	Allison	Kile	1321 Avery Ave., Wheaton, IL 60187	312-952-8963
	Angie	Sampson	3080 Laminar Drive, Timnath, CO 80547	970-219-7506
	Angie	Williams	100 Cottage Walk NW, Cartersville, GA 30121	919-244-7354
	Ashley	Streight	1420 S. Wichita, Wichita, KS 67213	316-253-7900
	Bernadette	Gabaree	2093 Philadelphia Pike, #3202, Claymont, DE 19703	513-846-4606
	Bethany Mascena	Tracy	2093 Philadelphia Pike, #3202, Claymont, DE 19703	401-255-0115
	Bob	Moses	46 North Street, Marcellus, NY 13108	315-730-3423
	Brenda	Slavich	1804 Bayshore Way, Clearwater, FL33670	727-422-9328
	Candice	Ellensohn	4N346 Samuel Clemens Course, St. Charles, IL 60175	847-650-0261
	Catherine	Groves	9017 Salem Church Rd, Hahira, GA 31632	770-377-3097
	Cathy	Sine	2093 Philadelphia Pike, #3202, Claymont, DE 19703	951-294-2992
	Dana	Moler	2093 Philadelphia Pike, #3202, Claymont, DE 19703	830-331-0100
	Danielle	Harbour	2093 Philadelphia Pike, #3202, Claymont, DE 19703	781-752-9802
	Dave	Cooke	15575 Declaration Dr, Westfield, IN 46074	636-744-6131
	Deena	Nystrom	2000 Dockside Dr, Greenwood, IN 46143	317-513-4981
	Dennis	Jankowski	2093 Philadelphia Pike, #3202, Claymont, DE 19703	201-446-6564
	Devin	Pappas	204 Live Oak Lane, Largo, FL 33770	727-657-9615
	Doug	Couillard	2093 Philadelphia Pike, #3202, Claymont, DE 19703	508-934-6904
	Duane	Hixon	2093 Philadelphia Pike, #3202, Claymont, DE 19703	910-202-0917
	Earl	Seals	2093 Philadelphia Pike, #3202, Claymont, DE 19703	910-202-0917
	Gina	Russen	4030 Stow Way, Naples FL	239-595-4462
	Harold	Cooper	1018 Crestmont Rd, Hurricane, WV 25526	303-539-9136
	Hazel	Manjarris	7246 Brown Dr, Corpus Christi, TX 78414	361-774-0104
	Jamie	McCabe	8115 Walden Glen Ct., Indianapolis, IN 46278	248-882-8448
	Jason	Pattee	2093 Philadelphia Pike, #3202, Claymont, DE 19703	440-655-4870
	Jayme	Halfhill	1200 Village Drive Apt 2401, Pittsburgh, PA 15241	724-433-7855
	Jeremy	Roentz	359 Conestoga Pl, Franktown, CO 80116	303-905-0410
	Jerry	Porebski	444 Oak Grove Circle, Wauconda, IL 60084	847-345-6611
	Jody	Fowler	216 S Walnut Avenue, Broken Arrow, OK74012	918-770-3125
	John	Nugent	3212 Tanner Rd, Scott, LA 70583	337-230-2107
	Josefa	Banbury	3453 W. Bonner Dr., Norfolk, VA 23513	812-212-6249
	JP	Hamel	2093 Philadelphia Pike, #3202, Claymont, DE 19703	201-410-8350
	Julaine	Davis	2093 Philadelphia Pike, #3202, Claymont, DE 19703	646-325-3588
	Julie	Olsen	128 Steel Valley Drive, Boerne, TX 78006	830-428-4027
	Kate	Silberfeld	1403 S 4th St, Wilmington, NC 28401	603-493-8909
	Kathlene	Clarke	208 Richmond Rd, Litchfield, ME 04350	207-907-6978
	Kaylie	Oppedisano	2093 Philadelphia Pike, #3202, Claymont, DE 19703	407-687-3224
	Kelly	Hanlon	367 Prospect Point Dr, Tryon, NC28782	614-657-2788
	Kelly	Winnik	2093 Philadelphia Pike, #3202, Claymont, DE 19703	402-770-9598
	Kevin	Baggs	2093 Philadelphia Pike, #3202, Claymont, DE 19703	919-322-3978
	Kimberly	Williams	100 Cottage Walk NW, Cartersville, GA 30121	919-244-7354
	Lisa	Masquelier	2093 Philadelphia Pike, #3202, Claymont, DE 19703	972-838-3811

	Liz	Hamm	9711 S Mason Road Suite 125-369, Richmond, TX 77407	310-488-7927
	Lynn	Zimmerman	30 King Road, Bedford, NH 03110	917-482-6503
	Maria	Isaacson	16935 Painter Road, Leo, IN 46765	260-443-6503
	Mark	Harbour	2093 Philadelphia Pike, #3202, Claymont, DE 19703	781-752-9802
	Matt	Gomez	1736 Highway 25, Gallatin TN, 37066	951-347-5586
	Megan	Farmer	308 Fairway Dr, Southport, NC 28461	910-471-6241
	Merritt	Rechichar	1703 College Ave, Anderson, SC 29621	864-314-4546
	Michelle	Davis	2093 Philadelphia Pike, #3202, Claymont, DE 19703	646-325-3588
	Michelle	Rails	2093 Philadelphia Pike, #3202, Claymont, DE 19703	214-455-8818
	Mike	Cozart	2093 Philadelphia Pike, #3202, Claymont, DE 19703	440-315-9082
	Natalie	Jostes	2093 Philadelphia Pike, #3202, Claymont, DE 19703	630-673-7616
	Nicole	Geraghty	2093 Philadelphia Pike, #3202, Claymont, DE 19703	407-970-4335
	Paul	Oppedisano	2093 Philadelphia Pike, #3202, Claymont, DE 19703	407-687-3224
	Rik	Franke	23246 Lieutenant Ave, Foley, AL 36535	608-386-8794
	Sharon	Cawood	PO BOX 233, Lillian, AL 36549	865-385-9987
	Sheila	Kilpatrick	1860 Wolfsnare Rd, Virginia Beach, VA 23454	757-646-5869
	Shirly	Ellison	3 Roy Street, Westborough, MA 01581	508-571-8571
	Tammi	Joseph	3110 N Ridge Rd Apt 523, Wichita, KS 67205	316-644-7703
	Theresa	Cooper	1018 Crestmont Rd, Hurricane, WV 25526	303-539-9136
	Trish	Spindler	4746 W Princetown Ln, Coeur D'Alene 83815	619-865-3028
	Tristan	Manning	2093 Philadelphia Pike, #3202, Claymont, DE 19703	360-626-3163
	Wendy	Franke	23246 Lieutenant Ave, Foley, AL 36535	608-386-8794
	Whitney	Chism	2093 Philadelphia Pike, #3202, Claymont, DE 19703	910-616-0115