FRANCHISE DISCLOSURE DOCUMENT

Money Pages Franchising Group, LLC
A Florida limited liability company
7892 Baymeadows Way
Jacksonville, Florida 32256
Telephone 888.417.2552
Email address: info@moneypagesfranchising.com
www.moneypagesfranchising.com

The franchise offered by Money Pages Franchising Group, LLC is for the operation of a business that markets, produces and distributes a monthly direct-mail coupon magazine in a designated area under the name "MONEY PAGES."

The total investment necessary to begin operation of a Money Pages Business is from $107,500 to $148,500. This includes $53,000 to $60,000 that must be paid to franchisor and/or an affiliate. We also offer qualified individuals the right to open multiple Money Pages Mailing Zones within a 50,000 to 100,000 or 100,000 to 150,000 household Territory under a Development Agreement. The total investment necessary to begin operation of a Money Pages Business under a Development Agreement is from $132,500 to $198,500. This includes $75,000 to $100,000 that must be paid to franchisor and/or an affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Alan Worley at 7892 Baymeadows Way, Jacksonville, Florida 32256 and (888) 417-2552.

The terms of your contract will govern your franchise relationship. Do not 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, such as a lawyer or an 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," can help you understand how to use this disclosure document, and is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: April 22, 2022

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 Exhibit E-1.
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 F 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 Money Pages 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 Money Pages franchisee?	Item 20 or Exhibit E-3 lists 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 C.

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 and development agreement requires you to resolve disputes with us by mediation and litigation only in Florida. Out-of-state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and litigate with us in Florida than in your own state.

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

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

4. **Minimum Mandatory Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Franchisor

The Franchisor is Money Pages Franchising Group, LLC, a Florida limited liability company. For ease of reference, Money Pages Franchising Group, LLC will be referred to as "**us**," "**we**", "**our**", or the "**Company.**" When we use "**you**" or "**your**" in this Disclosure Document, it means the person, partnership, limited liability company or corporation who buys the Franchise.

We were formed on August 28, 2012. We only do business under the name "Money Pages Franchising Group, LLC". We have a right, through a license with our affiliate, Money Pages Holdings, LLC, to use the trade name and service mark "MONEY PAGES" and the other trademarks and service marks described in Item 13 of this Disclosure Document. Our principal business address is 7892 Baymeadows Way, Jacksonville, Florida 32256.

We have never offered franchises in other lines of business.

Our agents for service of process are listed in Exhibit C to this Disclosure Document.

Affiliates and Predecessors

We do not have a predecessor or parent. We are affiliated (through common ownership) with the following entities:

- Money Pages Holdings, LLC ("**Holdings**") is a Florida limited liability company formed on August 15, 2005. It shares our principal business address. Holdings owns the "MONEY PAGES" trademark and other trademarks and service marks described in Item 13 of this Disclosure Document. On December 29, 2012, Holdings granted us a world-wide, non-exclusive, perpetual license to use the "MONEY PAGES" trade name, trademarks and service marks. Holdings does not and has never granted franchises in this or any other line of business. It does not provide products or services to our franchisees.

- Money Pages of Florida, Inc. ("**Money Pages of Florida**") is a Florida corporation formed on July 3, 2002. It shares our principal business address. Since 2001, Money Pages of Florida has operated a business similar to the type of business operated by our franchisees. It does not offer franchises in this or any other line of business; however, it previously entered into two license agreements for businesses that are of the type offered in this Disclosure Document and that operate under the Proprietary Marks. It entered into the first license agreement in 2002. One of the license agreements has been terminated and the other one remains in effect. Money Pages of Florida does not provide products or services to our franchisees and has never offered franchises in other lines of business.

- 3D Digital Solutions, LLC ("**3D Digital Solutions**") is a Florida limited liability company formed on January 21, 2014. It shares our principal business address. 3D Digital Solutions does not operate a business of the type being offered under this Disclosure Document. It has never offered franchises in this or any other line of business. We and/or 3D Digital Solutions may provide certain digital products, technology licensing and/or support services for Money Pages Businesses related to the Money Pages® system website and brand, Intranet, digital (online) magazine, mobile app and/or other technologies. See Item 8.

Our affiliates have no current intent to offer franchises or licenses for businesses that are of the type offered in this Disclosure Document. In the future, our affiliates may open and operate businesses of the type offered in this Disclosure Document and engage in any other business activities.

The Franchise

We have developed a unique concept and system (the "**System**") that is operated through businesses that market, produce and distribute monthly direct-mail coupon magazines ("**Monthly Magazines**") under the name "Money Pages" and such other trademarks, trade names and service marks designated by us ("**Proprietary Marks**") as part of the System ("**Money Pages Business**"). We offer franchises to qualified individuals and entities to operate Money Pages Businesses. The term "**Franchised Business**" will refer to the individual Money Pages Business you will operate under the terms of a franchise agreement, the current form of which is attached to this Disclosure Document as Exhibit A (the "**Franchise Agreement**"). A separate Franchise Agreement must be entered into for each Money Pages Business you operate. We do not currently operate any Money Pages Businesses, but we may in the future. Our affiliate, Money Pages of Florida, operates a Money Pages Business. (See Item 20)

We also grant qualified individuals the right to open and operate three Money Pages Businesses under the terms of a development agreement, the current form of which is attached to this Disclosure Document as Exhibit B (the "**Development Agreement**"). If you enter into a Development Agreement, you will sign a Franchise Agreement to open your first Money Page Business at the same time you sign your Development Agreement, and you will enter into our then-current form of franchise agreement for each additional Money Page Business that you open under the Development Agreement. Upon establishing each additional outlet under the Development Agreement a developer will be required to sign a then-current franchise agreement which may differ from the Franchise Agreement included in Exhibit A.

We, as the result of the expenditure of time, skill, effort and money by us and our affiliates, have developed the System, which includes: (i) the Proprietary Marks; (ii) designated sources and suppliers; (iii) management, sales, personnel and operational training programs, materials and procedures; (iv) standards and specifications for operations, marketing, production and equipment described in our confidential manuals, which we may amend from time to time (collectively, the "**Manual**"); (v) training, expertise, knowledge, confidential information, trade secrets and methods of operating a Money Pages Business; (vi) marketing, advertising and promotional programs; and (viii) other specific processes for development of Monthly Magazines.

If you sign a Franchise Agreement, the Franchise Agreement will authorize you to operate a Money Pages Business solely in connection with (i) the marketing, promotion and sale of advertising and marketing that will appear in Monthly Magazines (the "**Products and Services**") within the franchise territory (the "**Territory**") specified in the Franchise Agreement and (ii) the marketing, producing and distributing of Monthly Magazines to consumers in the Territory. Monthly Magazines will be mailed to single and multi-family dwellings. Monthly Magazines are not required to be sent to P.O. boxes or businesses. The Products and Services include a tracking feature that permits advertisers to monitor redemption rates and demographics of homeowners that use their promotions.

Monthly Magazines are a full color publication. During the first 6 months after you commence operations of your Franchised Business, the Monthly Magazine must be a minimum of 16 pages. Starting with the 7th month after you commence operations of your Franchised Business, the Monthly Magazine must be a minimum of 24 pages. Starting with the 13th month after you commence operations of your Franchised Business, the Monthly Magazine must be a minimum of 32 pages. A wide range of businesses advertise in Monthly Magazines. The Products and Services include certain premium products designated by us in the Manual ("**Premium Products**"), including, but not limited to, Detached Address Label (DAL) cards, inserts, wraps, flyers and menus.

We commenced offering franchises for Money Pages Businesses on January 17, 2013.

Regulatory Matters

Franchisees will be subject to local, county and state regulations and local, county and state licensing regulations for the operation of businesses generally. Your Money Pages Business will also be subject to laws and regulations in your state, county and municipality regarding the operation of a business

generally, such as laws relating to operating home businesses, labor laws and the Fair Labor Standards Act, workers' compensation laws, and tax regulations. As a franchisee, you must comply with all laws and regulations which are currently in existence and which may later be adopted. You should consult with your own legal counsel to determine the applicability of these and other laws and regulations to the operation of your Franchised Business. It is solely your responsibility to investigate these laws and regulations, and you alone are responsible for compliance despite any advice or information that we may give you. You must know and comply with all laws and licensing requirements related to the operation of your Franchised Business.

Competition

The direct mail advertising business is a well-developed and highly competitive industry. The target market solicited by Money Pages Businesses generally consists of small to medium-sized businesses which have a need for advertising. There are a number of competitors in the direct mail advertising business. Your Franchised Business will compete with other advertising media and sellers of advertising services, particularly with those who offer advertising formats geared to promoting local businesses. These may include other sellers of cooperative direct mail advertising services, single-piece direct mail advertisements, local newspapers and their advertising supplements, and "shopper" brochures and newsletters. Some of these competitors are local companies, some are national in scope, and some are franchised chains.

ITEM 2

BUSINESS EXPERIENCE

President and Chief Executive Officer – Bruce ("Alan") Worley

Alan Worley has been our President and Chief Executive Officer since August 2012. He has also been President and Chief Executive Officer of Money Pages of Florida since April of 2000 and President and CEO of Holdings. Alan serves in his present capacity in Jacksonville, Florida.

Vice President, Franchising – Christopher (Chris) M. Sexton

Chris Sexton has been our Vice President of Franchising since August 2019 and served as Director, Corporate Development since August 2012. He was previously the Director, Corporate Development for Money Pages of Florida since September 2009. Chris serves in his present capacity in Jacksonville, Florida.

ITEM 3

LITIGATION

No litigation must be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy to be disclosed in this Item.

ITEM 5

INITIAL FEES

You must pay us an initial franchise fee in a lump sum initial franchise fee (the **"Initial Franchise Fee"**) when you sign the Franchise Agreement, for a Territory that contains 50,000 households. Our standard initial franchise fee currently is $50,000 (the "**Initial Franchise Fee**"). The Initial Franchise Fee under the Franchise Agreement is fully earned when paid and is not refundable under any circumstances, except as provided below.

From time to time, we utilize incentive referral programs for individuals to refer franchise prospects to us. Under these programs which may exist from time to time, we may pay cash compensation or provide other benefits and inducements for the referral of franchise prospects. In many cases, the compensation or benefit will not be paid unless the franchise prospect enters into a franchise agreement with us. These referral programs may be altered, modified or terminated at any time.

At our discretion, we may offer to qualified candidates a Development Agreement, pursuant to which the developer ("**Developer**") obtains the right to develop and operate a Territory of greater than 50,000 households over an agreed-upon period of time. In the case of a Development Agreement, your Territory is defined as the totality of your protected mailing area. Each Mailing Zone within your Territory is defined as each distinctly mailed Monthly Magazine within your entire Territory. You may choose to combine each Mailing Zone into a single Monthly Magazine, depending on your local market, but in no event may you exceed the boundaries of the total Territory granted. If you sign a Development Agreement to operate a Territory which contains between 50,000 and 100,000 households, you must pay a development fee ("**Development Fee**") which is currently equal to $75,000. If you sign a Development Agreement to operate a Territory which contains between 100,000 and 150,000 households, you must pay a Development Fee which is currently equal to $100,000. The Development Fee replaces the Initial Franchise Fee due under each Franchise Agreement required to be executed under the Development Agreement. You must pay the Development Fee when you sign the Development Agreement. It is fully earned at the time you make the payment to us and is not refundable regardless of whether you ultimately open any or all of your Mailing Zones. If you sign a Development Agreement, you may choose to subdivide your Territory into mailing zones of 50,000 or fewer households, each with distinctly mailed Monthly Magazines, or to publish and mail a single Monthly Magazine to up to 100,000 households within your Territory.

You will be required to purchase from us a Grand Opening Marketing Package. The Grand Opening Marketing Package is $3,000 for a Tier 1 package, $5,000 for a Tier 2 package, or $10,000 for a Tier 3 package. The products and services that will we provide as a part of the Grand Opening Marketing Package may vary under the circumstances and will depend on the Tier that you select.

From time to time we may offer special incentive programs, royalty credits or discounts as part of our franchise development activities. We reserve the right to offer, modify or withdraw any incentive program without notice to you. As of the issuance date of this document we are not currently offering any incentive programs or discounts.

ITEM 6

OTHER FEES

Type of Fee[1]	Amount	Due Date[2]	Remarks
Royalty Fee[3,4,8]	The Royalty Fee is $3,000 per Monthly Magazine with a circulation of 50,000 or fewer households.	Due each month at least 5 days prior to the print date for Monthly Magazine for such month, but no later than	The Royalty Fee includes the following services provided by us: layout and pre-production support, mailing and postal services support, logistics and

Type of Fee[1]	Amount	Due Date[2]	Remarks
	If you enter into a Development Agreement, and choose to publish a single Monthly Magazine mailed to more than 50,000 households within your Territory, the Royalty Fee is $4,000. At no time may a single Monthly Magazine mailing exceed 100,000 households. There will be a $200 Royalty Fee each time you include a Premium Product in a Monthly Magazine Mailing Zone.	the last day in each month.	freight support, technology package, billing services and support, consultative business support.
Marketing Fund Contribution[4]	The Marketing Fund Contribution is (i) $250 per month for a Territory of up to 50,000 households; (ii) $500 per month for a Territory of 50,000 to 100,000 households; and $750 per month for a Territory of 100,000 to 150,000 households.	Same as Royalty Fee.	The Marketing Fund Contributions (defined in Item 11) are paid to the Fund, which is administered by us.[5]
Local Advertising and Promotion Expenditure	Starting the month that you commence operating the Franchised Business and continuing for the remainder of the term of the Franchise Agreement, you must spend a minimum of $250 per month per Monthly Magazine published (on a rolling 6-month average measured on June 30th and December 31st).	As incurred.	This is the minimum amount which you will be required to pay to third party suppliers every month on local advertising and promotion. You must submit receipts upon request. "**Rolling 6-month average**" means the 6-month average of the month then ended and the 5 preceding months.
Support Services Fees	Based on a price list (which may be changed upon 30 days' notice). These services may include optional and mandatory services. The following are the recurring support services fees that we currently charge: $1,500 per month Design Fee for each Monthly	As incurred.	We may add or delete optional and/or mandatory Support Services and periodically change the fees for such products and services. We will provide you with 30 days' prior notice of such changes. For Solo Mail products, the graphics design must be provided by our corporate office. You may elect to use

Type of Fee[1]	Amount	Due Date[2]	Remarks
	Magazine published. If an advertisement requires more than 3 revisions (starting with the 4th revision), you must pay us a $50 fee for such further revisions. Additionally, design tickets submitted after published deadlines in the production calendar may at our discretion, be subject to an additional $250 Design Fee per Monthly Magazine published. If you require more than 2 reviews of the proof book for any Monthly Magazine, you must pay us a $150 fee per Monthly Magazine for each additional review of the proof book for such Monthly Magazine starting with the 3rd review. There will be an additional $100 Design Fee per Premium Product. There will be an additional Design Fee of up to $150 per Solo Mail product. Estimated $6,000 for printing for 50,000 Monthly Magazines with 16 pages and, $7,000 for 50,000 Monthly Magazines with 24 pages, and $7,500 for 50,000 Monthly Magazines with 32 pages. Estimated $8,500 for postage for the mailing the Monthly Magazine with up to 56 pages to 50,000 households in the Territory. Please note that the actual circulation of Monthly Magazines (in terms of number of households) may vary by +/- 2.5%, but the estimates above will		our printing services or another print vendor we approve for qualified Solo Mail products. All materials created for clients must be printed by us unless we consent in writing to your use of a third-party printing service. Estimates for printing and postage costs may vary +/- 10% due to print cost changes or postal rate increases during the fiscal year. Freight estimate is included in printing figures but may vary based on the specific market in which your business is located.

Type of Fee[1]	Amount	Due Date[2]	Remarks
	continue to apply for so long as the actual circulation of Monthly Magazine falls within 2.5% of 50,000 households.		
Convenience Fee	Up to $750 per instance	As incurred	We may permit you to pay amounts due to us through online payment systems other than ACH. If you would like to pay us amounts due via such methods, we reserve the right to charge the Convenience Fee for each transaction completed through online payment systems other than ACH
Customer Experience Program Fees	Varies but we estimate this cost will not exceed $500 per year.	Payable upon receipt of invoice.	We may establish, or contract with third-parties to provide, customer service, shopper experience, or other service programs designed to audit, survey, or evaluate business operations for Money Pages Businesses ("**Customer Experience Programs**"). You must participate in all Customer Experience Programs we designate for the System and pay any fees associated with the Franchised Business. We or an affiliate of ours may be the provider of the Customer Experience Programs.
Supplier Testing Fee	Actual cost for the expenses and costs incurred during testing	Payable to Us	Payable if you want to have and unapproved supplier tested or reviewed for approval (see Item 8)
Transfer Fee	30% of the then current Initial Franchise Fee. If the transfer is to an entity formed for your convenience of ownership, the transfer fee is $1,200.	Before consummation of the transfer.	This amount is in lieu of the Initial Franchise Fee.
Successor Fee	$2,000.	Upon the execution of a successor Franchise Agreement.	The initial term of your Franchise Agreement is 7 years, with 3 subsequent successor term options of 5 years each.

Type of Fee[1]	Amount	Due Date[2]	Remarks
Indemnification	Varies under circumstances.	As incurred.	You must reimburse us for or pay for our counsel to defend us against, claims caused by or related to your operation of your Franchised Business.
Costs and Attorneys' Fees	Vary depending on nature of your default.	As incurred.	Payable upon your default or breach of your Franchise Agreement.
Interest on overdue amounts	The lesser of 18% per annum or the maximum rate of interest allowed by law.[6]	Payable upon receipt of invoice.	Only payable if you fail to make payments to us when due.
Taxes	Our cost.	Payable within 10 days of receipt of invoice.	You must pay us all taxes (except our income taxes) we pay for products or services we furnish to you or on our collection of fees from you.
Returned Check or Insufficient Funds for Electronic Transfer	$1,000 per occurrence.	As incurred.	Payable upon a returned check or the failure to keep enough funds in your operating or specified account for us to make our pre-authorized debits or withdrawals.
Call Tracking Services	$25 per client (advertiser), per month (payable only for in-use lines during the prior 30-day billing period). We may change the monthly fees.	As invoiced.	We may establish, or contract with third-parties to provide, call tracking services. These services are currently provided by a third-party vendor, which bills us collectively for all Money Pages Businesses. These fees may increase as costs increase and may include an administrative fee for us.
Marketing Materials	Varies; based on a price list (which may be changed upon 30 days' notice).	As incurred.	You must keep a sufficient inventory of current MONEY PAGES® sales/marketing materials and collateral for use in promoting the Products and Services. We or an affiliate of ours may be the provider of the marketing and collateral materials for Money Pages Businesses. All sales/marketing and collateral materials you use in connection with the operation

Type of Fee[1]	Amount	Due Date[2]	Remarks
			and promotion of the Business that contain the Proprietary Marks must be designed by us. However, you may elect to have such materials printed by us or a vendor of your choosing. See note 7
Additional Training	We reserve the right to charge you a reasonable fee for additional training. Our fee is currently $250 per day (plus expenses if at your location).[10]	Upon request or as required.	You will be required to pay a reasonable fee for additional training; you will also be required to pay all out-of-pocket expenses incurred to attend these training programs. Additional training may be required for up to 3 days each year.
Audit	Our cost for an audit of your books and records. We estimate this cost at $500 per day, plus travel expenses.	Payable upon receipt of invoice.	Triggered by an understatement of any reported amount in any report to us of 3% or more.[9]
Costs and Fees in connection with review of offering of securities or partnership interest	Varies.	Payable upon receipt of invoice.	Prior to filing any materials required by federal or state law for any offering of securities or partnership interest in you, you must submit to us the proposed materials for our review and pay our actual costs and expenses associated with reviewing the proposed materials.
Insurance	Varies.	Payable upon receipt of invoice.	If you fail to procure insurance for your Franchised Business, we may procure insurance for your Franchised Business and you must pay us for the insurance and our reasonable fee for our expenses in connection with obtaining the insurance.
Advertising Cooperative	An amount designated by us for you to contribute to an Advertising Cooperative which amount count toward your local advertising and promotion expenditure. The amount designated by us will not exceed $250 per	As determined by us.	See Item 11 for discussion about the Advertising Cooperative (defined in Item 11).

Type of Fee[1]	Amount	Due Date[2]	Remarks
	month or $1,500 each biannual period.		
National or Regional Conference	Reasonable fee under the circumstances, if any.	Payable upon receipt of invoice.	If we require you to attend an annual national or regional conference, you may have to pay a reasonable fee, which we expect will not be more than $200 per person.[11]
Liquidated Damages	$25,000.	Payable upon demand.	This applies only if we terminate the Franchise Agreement for cause or you terminate the Franchise Agreement without cause. If you terminate the Franchise Agreement without cause and provide us with fewer than 60 days prior notice, liquidated damages will also include all monthly fees payable for a period of 60 days following the effective date of your termination.
Technology Fee	Currently $250 per month, subject to increase.	Same as Royalty Fee.	See Note 8.

Explanatory Notes:

1. Unless otherwise noted, all fees are uniformly imposed by and payable to us. All fees are non-refundable.

2. Before opening your Franchised Business, you must sign and deliver to us our current form of "Authorization Agreement for Prearranged Payments" a copy of which is attached to the Franchise Agreement as Attachment 7 (the "**Authorization**"). The Authorization gives us the right to (i) debit your business checking account automatically for any payment, contribution or amount due under the Franchise Agreement, including Royalty Fees and Marketing Fund Contributions, and for your purchases from us and/or our affiliates (the "**EDTA**") and (ii) deposit amounts in the EDTA in connection with the accounting services we provide. We will debit the EDTA for these amounts on their due dates and credit the EDTA in connection with accounting services we provide. You agree to ensure that funds are available in the EDTA to cover our debits. We may require you to pay any amounts due under the Franchise Agreement or otherwise by means other than automatic debit (e.g., by check) whenever we deem appropriate, and you agree to comply with our payment instructions.

3. We will determine the number of households in each zip code in the Franchise Territory using the most current data from any demographic information provider and/or public information (including public information available on counties, municipalities, zip code, voting districts) we deem appropriate. We have sole discretion in determining the information we use to determine the number of households in each zip code in the Franchise Territory. On the Effective Date and, thereafter, on January 1st of each year, we will determine the number of households in each zip code in the Franchise Territory. For purposes of this Section, any adjustments to the number of

households in each zip code in the Franchise Territory will only be adjusted annually on January 1st of each year after the Effective Date.

4. The Royalty Fee shall be subject to annual increases during the term of the Franchise Agreement. Additionally, the Royalty Fee and Marketing Fund Contribution shall be subject to annual increases during the term of the Franchise Agreement that will not exceed 15% in any annual period.

5. The Marketing Fund Contributions will be deposited into a fund maintained and operated by us (the "**Fund**") as described in Item 11.

6. Interest begins from the date payment was due.

7. All sales/marketing and collateral materials you use in connection with the operation and promotions of the Business that contain the Proprietary Marks must be designed by us. We will provide, at our expense, initial marketing materials for the startup period of your business, which include, among other things, business cards, sales collateral, and sales agreements. Once you have used the initial marketing materials we provide to you, you may purchase additional inventory of marketing materials directly from us or from a vendor of your choosing.

8. You are required to license certain software (collectively, "**Software**") from us or our approved vendors. Currently, we provide you four MagHub software licenses which is required for the electronic submission of contracts, artwork and service tickets, as well as four Office 365 software licenses, the cost of which is included in the monthly Technology Fee. Additional MagHub licenses for each employee or contractor working for your Franchised Business are billed at $69 per user per month, and additional Office 365 software licenses are billed at $15 per user per month. If you sign a Development Agreement, or otherwise purchase more than one Territory, you will be required to pay a separate Technology Fee for each of your first two (2) Territories. We reserve the right to change the Software fees stated herein at any time.

9. We, our affiliates, and/or a third party will also provide technology support services from time to time for Money Pages Businesses. We incur a cost for these services, but we currently incorporate these costs into the Royalty Fee. The services include, but are not limited to: (a) creating, developing, hosting, maintaining and/or operating the Money Pages® system website, Unit Webpage(s), Intranet, mobile apps or other technology; (b) search engine optimization and online marketing for the Money Pages® system website, Unit Webpage(s) and/or and Money Pages® brand; and (c) support services related to the Money Pages® digital (online) magazines. We may impose a separate fee from time to time and/or impose additional fees on a per-user basis (for example, a per-user fee for each advertising client that uses our mobile app loyalty program).

10. We estimate current audit costs at $500 per day, plus travel to and from your Franchised Business. If any inspection by us of your books and records discloses an understatement of any reported amount of any type, in any report, of 3% or more for the period of the report, you must, in addition to paying us the amount of the understatement and applicable late fees and interest, to reimburse us for all costs and expenses connected with the inspection (including reasonable accounting and attorneys' fees).

11. Training, meeting and conference fees do not include travel, lodging, meal and wage expenses for trainees/attendees. You are responsible for all travel and living expenses for you and your personnel.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. FRANCHISE AGREEMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$50,000	Lump Sum	Upon signing Franchise Agreement	Us
Lease, Utility and Security Deposits[2.3]	$0 to $1,000	As Agreed	As Incurred	Landlords and Utilities
Leasehold Improvements[2,3]	$0 to $2,000	As Agreed	As Incurred	Contractors
Signage[4]	$100 to $1,500	As Agreed	As Incurred	Suppliers
Furniture and Fixtures	$0 to $2,500	As Agreed	As Incurred	Suppliers
Computers and Software[5]	$1,000 to $3,500	As Agreed	As Incurred	Suppliers
Office Equipment	$100 to $500	As Agreed	As Incurred	Suppliers
Office Supplies and Inventory[6]	$700 to $1,500	As Incurred	As Incurred	Suppliers
Business Licenses and Permits	$250 to $500	As Incurred	As Incurred	Third Parties
Professional Fees[7]	$500 to $2,500	As Incurred	As Incurred	Lawyers, Accountants and Third Parties
Insurance (premium for a 3-month period)	$350 to $500	As Incurred	As Incurred	Insurance Companies and Suppliers
Grand Opening Marketing	$3,000 to $10,000	Lump sum	Within 30 days of signing Franchise Agreement	Us
Training Expenses[8]	$1,500 to $2,500	As Incurred	As Incurred	Suppliers
Additional Funds: Any other payments required prior to operation and during the first 3 months of operation[10]	$50,000 to $70,000	As Incurred	As Incurred	Employees and Third Parties
TOTAL	$107,500 to $148,500	As Incurred	As Incurred	

Explanatory Notes:

In general, none of the expenses listed in the above charge are refundable. Neither the Franchisor or affiliates finance part of the initial investment.

1. The Initial Franchise Fee is $50,000 for a Territory containing one mailing zone of up to 50,000 households. See Item 5 for more information regarding the initial fees.

2. Generally, franchisees will operate from a home office. The high-end range is for a franchisee that elects to operate out of a small leased office space.

3. This estimate assumes you will work from a home office or small leased office space that will need very little improvements.

4. This estimate is for magnetic decals for your vehicle, plus a small sign for a leased office space (if appropriate).

5. This estimate includes a desktop computer, laptop and/or iPad of your choosing. You must have a Smartphone with a data plan for real-time access to e-mail. You must have Office 365 capabilities. You must also have a multi-function inkjet printer with at least 300 dpi scanning resolution.

6. Inventory is primarily marketing collateral materials.

7. This is an estimate of fees paid to professionals such as attorneys and accountants. It includes attorneys' fees for incorporation of the franchisee entity, review of the legal documents associated with the franchise opportunity and obtaining a federal tax ID for the franchisee entity. This also includes an allocation for an accountant to help set-up your financial statements for the business. The actual amounts will depend on the fees charged by the professionals you choose.

8. This includes travel, food, lodging and related expenses incurred during the pre-opening training in Jacksonville, Florida.

9. You will be required to purchase from us a Grand Opening Marketing Package. The Grand Opening Marketing Package is $3,000 for a Tier 1 package, $5,000 for a Tier 2 package, or $10,000 for a Tier 3 package. The products and services that will we provide as a part of the Grand Opening Marketing Package may vary under the circumstances and will depend on the Tier that you select.

10. This includes three months of anticipated working capital to operate the business as a client advertiser base is being built. In compiling these estimates, we relied on our affiliate's experience operating Money Pages Businesses. This estimate includes internet service, royalties (as described in disclosure document), Marketing fund contributions, bank charges, miscellaneous supplies and items. The amounts shown are estimates only and may vary for many reasons. You should review these figures carefully with a business advisor before making any decision to invest in the franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Franchised Business. Your additional costs will depend on factors such as how closely you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our service; competition; and the sales level reached during your initial period. We estimate that a franchisee can expect to put additional cash into the business during at least the first three to six months, and sometimes longer.

B. DEVELOPMENT AGREEMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Development Fee[1]	$75,000 to $100,000	Lump Sum	Upon signing Development Agreement	Us
Initial Investment for Your Initial Money Pages Business[2]	$57,500 to $98,500	See Chart 7(A) above.		
TOTAL	$132,500 to $198,500			

Explanatory Notes:

1. The Development Fee will be equal to $75,000 for the right to open and operate a Territory which contains 50,000 to 100,000 households. If you sign a Development Agreement for the right to open and operate a Territory which contains 100,000 to 150,000 households, the Development Fee will be equal to $100,000.

2. This figure represents the total estimated initial investment required to open your initial Money Pages Business under the Franchise Agreement you must enter into with us contemporaneously with the execution of your Development Agreement. This range includes all of the estimated fees set forth in Table 7(A), except for the Initial Franchise Fee because you will not be required to pay an Initial Franchise Fee if you enter into a Development Agreement.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We will provide or designate our affiliates and/or our suppliers to provide, mandatory support services and products to you ("**Mandatory Service Providers**") for fees designated by the Mandatory Service Providers. There may be only one Mandatory Service Provider for all or certain support services and products, and we and/or one of our affiliates may be the only Mandatory Service Provider. We, our affiliates or our suppliers may offer optional support services and products to you ("**Optional Service Providers**") for fees designated by the Optional Service Providers. We will designate what services and products must be obtained from Mandatory Service Providers and you must obtain those services and products from the Mandatory Service Providers we designate. We will also designate what services and products may be obtained from Optional Services Providers and you may, at your option, obtain those services and products from the Optional Service Providers we designate. We maintain written lists of approved items of equipment, inventory, supplies and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We will update these lists periodically and issue the updated lists to all franchisees. We will coordinate the design, printing and delivery of the Monthly Magazines for the Territory through the Mandatory Service Providers. Currently, (i) we are the Mandatory Service Provider for designing and printing the Monthly Magazine, and (ii) the United States Postal Service is the Mandatory Service Provider for delivering the Monthly Magazines.

You must use, and we will provide, billing, payment disbursement and customer billing response services that we designate ("**Accounting Services**") in consideration for your payment of the Royalty Fee. You will be responsible for all collection issues related to past due customer accounts for the Franchised

Business. As part of the Accounting Services, we will be responsible for billing customers of the Franchised Business for Products and Services provided through the Franchised Business. Twice each week during the Term, we will disburse payments we receive from clients of your Franchised Business to you, minus any deductions ("**Adjustments**"). Adjustments may include, without limitation, corrections of errors in billings, reductions for legal and/or third party collection expenses, or adjustments to billings to refund, reduce or cancel such billings in our sole discretion. We have the right to deduct any fees or amounts you owe us or our affiliates from payments we receive from your clients.

You must (i) purchase or lease, and maintain, such computer and communication hardware and point of sale system hardware, handheld computer devices or accessories, required dedicated telephone, broadband and/or other internet and communication access services and power lines, modems, printers, facsimile and other computer related accessories or peripheral equipment as we specify in the Manual which, at our option, we may require to be purchased or obtained from suppliers or vendors we designate, and (ii) acquire computer and communication software in compliance with the Manual which, at our option, we may require to be purchased or obtained from suppliers or vendors we designate (collectively, the "**Computer System**").

We, our affiliates and/or one or more third parties we designate may provide (i) software and/or technology and licensing connected to the Computer System and (ii) related support and services (collectively, "**Technology Services**"). You must pay us or our designee a technology fee in connection with the Technology Services. In connection with Technology Services, you must execute purchase, license or service agreements which may be applicable to providing the Technology Services used in connection with the System. The Technology Services may include, but are not limited to, services that we and/or our designee provide in connection with (a) the Money Pages® system website, Unit Webpage(s), Intranet, mobile apps or other technology; (b) search engine optimization and online marketing for the Money Pages® system website, Unit Webpage(s) and/or Money Pages® brand; and (iii) the Money Pages® digital (online) magazines (see Item 6). Additionally, you may offer digital products through our affiliate 3D Digital Solutions.

We may establish, or contract with third-parties to provide, customer service, shopper experience or other service programs designed to audit, survey, or evaluate business operations for Money Pages Businesses ("**Customer Experience Programs**"). You must participate in all Customer Experience Programs we designate for the System and pay any fees associated with the Franchised Business. We have the right to specify all aspects of Customer Experience Programs, the required level of participation for System franchisees and the provider of the Customer Experience Programs (which may be us or an affiliate of ours).

Graphic design of any product or collateral bearing MONEY PAGES® name or Mark must be designed by us. You may use vendors of your choice for printing or production of such materials.

We may establish, or contract with third-parties to provide, call tracking services. These services are currently provided by a third party vendor, which bills us collectively for all Money Pages Businesses. These fees may increase as costs increase and may include an administrative fee for us.

You must buy and maintain in full force and effect, at your own expense, the minimum insurance coverage that we require. The insurance policy or policies must be written by a responsible carrier or carriers reasonably acceptable to us, name us (or our designated affiliate) as an additional insured party, and include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified by us from time to time), in accordance with our written standards and specifications, the following:

(a) Comprehensive General Liability Insurance in an amount not less than $1,000,000 combined single limit.

(b) Underinsured/Uninsured Automobile liability coverage in a minimum amount that complies with your state's requirements.

(c) Workers' compensation insurance in amounts provided or described by applicable law.

The cost of coverage will vary depending on the insurance carrier's charges, terms of payment and your history. You should check with your insurance agent and determine whether you are protected by our minimum insurance requirements. You may desire to obtain a greater amount of insurance than what we require.

In addition to the designated suppliers discussed above, we may designate at any time and for any reason, a single or multiple suppliers for products, services, supplies, furnishings and equipment for Money Pages Businesses and require you to purchase exclusively from such designated supplier or suppliers, which such exclusive designated supplier(s) may be us or an affiliate of ours. If we have designated ourselves as a supplier, we have the right to earn a profit on any items we supply. We and our affiliates may receive payments, discounts or other consideration from suppliers in consideration of such suppliers' dealings with you and/or the System, and may use all amounts received by us without restriction. We are not required to give you an accounting of supplier payments or to share the benefit of supplier payments with you or other System franchisees operating Money Pages Businesses.

If we have not designated single or multiple suppliers and you propose to use the Franchised Business product, brand, supply or service that we have not then approved as meeting our minimum specifications and standards, or to purchase any product or service from a supplier that we have not then approved or designated, you first must notify us and, at our request, submit samples and any other information we require to determine whether the product, service, or supplier meets our standards for the System. We may charge you or the supplier a fee equal to our actual costs incurred for the inspection and evaluation to cover our costs and expenses in connection with our review of the product, service, or supplier plus any out-of-pocket costs we incur (e.g., travel, shipping, etc.). We will notify you in writing within 30 calendar days of our decision. We periodically establish procedures for submitting requests for approval of products, services and suppliers. We shall not approve your request and we do not intend to do so if we already have designated specific products, services and/or suppliers or otherwise have imposed restrictions on the supply system. We will not approve you or another System franchisee to be a supplier of any products or services to Money Pages Businesses. We also have the right to re-inspect any supplier's products, services and facilities and to revoke our approval of any products, service, or supplier. Suppliers shall be ones who demonstrate to us their ability to meet our minimum standards for quality, price and reliability. Requirements and specifications for products and other items and lists of approved suppliers may be listed in the Manual. By written notice to you and/or through changes in the Manual, we may revise our requirements and specifications, add or delete approved suppliers, terminate existing purchase arrangements and suppliers and/or enter into new purchase arrangements with additional suppliers.

Except as disclosed in this Item 8, there are currently no other Items for which we or our affiliates are currently approved suppliers, or the only approved suppliers. However, we or our affiliates may become the approved or only approved suppliers for other items in the future. You may be required to submit purchases through us or our affiliates for certain items being purchased from third party suppliers, such as the call tracking services.

Some of our officers own an interest in our affiliate, 3D Digital Solutions, which may be the approved or designated provider for Technology Services for Money Pages Businesses. Currently, there are no other approved, recommended or required suppliers in which any of our officers own an interest.

ESTIMATED PROPORTION OF YOUR PURCHASES AND LEASES FROM APPROVED SUPPLIERS (INCLUDING US AND ANY OF OUR AFFILIATES) OR ACCORDING TO OUR STANDARDS AND SPECIFICATIONS TO ALL OF YOUR PURCHASES AND LEASES	
In Establishing the Franchised Business	**In the Continuing Operation of the Franchised Business**

Approximately 10% to 20%	**Approximately 80% to 90%**

For the fiscal year ended December 31, 2021, we received revenue of $1,316,661, or 48% of our total revenue of $2,719,021, from providing certain products and services to franchisees (including design services, printing services, accounting services, and technology licenses). This amount excludes pass-through postage costs. As of its fiscal year ended December 31, 2021, our affiliate Money Pages of Florida derived $8,564 from required franchisee purchases. As of its fiscal year ended December 31, 2021, our affiliate 3D Digital Solutions derived $28,349 from required franchisee purchases.

There are currently no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including pricing terms), for the benefit of the System, but we are under no obligation to do so. We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Section 7 of Franchise Agreement	Section 2 and Attachment 2 of Development Agreement	Items 7 and 11
b.	Pre-opening purchases/leases	Section 7 of Franchise Agreement	Not Applicable	Items 5, 7, and 8
c.	Site development and other pre-opening requirements	Sections 7 and 8	Not Applicable	Items 7 and 11
d.	Initial and ongoing training	Section 6.1 of Franchise Agreement	Not Applicable	Items 6, 7 and 11
e.	Opening	Section 7 of Franchise Agreement	Sections 2 and 5 of Development Agreement	Items 6, 7 and 11
f.	Fees	Sections 4, 5, 14, 15.4, 16.3.9, 16.9, 22.4, and 22.5 of Franchise Agreement	Section 3 of Development Agreement	Items 5, 6 and 7
g.	Compliance with standards and policies/ Operations Manual	Sections 8 and 11 of Franchise Agreement	Not Applicable	Items 8, 11, 12, 13, 14 and 16

Obligation		Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
h.	Trademarks and proprietary information	Section 10 of Franchise Agreement	Not Applicable	Items 13 and 14
i.	Restrictions on products/services offered	Sections 2 and 8 of Franchise Agreement	Not Applicable	Items 8, 11 and 16
j.	Warranty and customer service requirements	Section 8 of Franchise Agreement	Not Applicable	None
k.	Territorial development and sales quotas	Section 8.9 of Franchise Agreement	Sections 2 and 5 of Development Agreement	Item 12
l.	Ongoing product/service purchases	Sections 4, 8 and 9 of Franchise Agreement	Not Applicable	Item 6, 8 and 11
m.	Maintenance, appearance and remodeling requirements	Section 8 of Franchise Agreement	Not Applicable	Items 8 and 13
n.	Insurance	Section 15 of Franchise Agreement	Not Applicable	Items 7 and 8
o.	Advertising	Section 14 of Franchise Agreement	Not Applicable	Items 6, 7 and 11
p.	Indemnification	Section 22 of Franchise Agreement	Not Applicable	Items 6 and 13
q.	Owner's participation/ management/ staffing	Sections 6.1 and 19.1 of Franchise Agreement	Not Applicable	Items 11 and 15
r.	Records and reports	Sections 9 and 13 of Franchise Agreement	Not Applicable	Item 6
s.	Inspections and audits	Section 13 of Franchise Agreement	Not Applicable	Item 6
t.	Transfer	Section 16 of Franchise Agreement	Section 8 of Development Agreement	Items 6 and 17
u.	Renewal	Section 3 of Franchise Agreement	Not Applicable	Item 17
v.	Post-termination obligations	Sections 18 and 19 of Franchise Agreement	Not Applicable	Item 17

Obligation		Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
w.	Non-competition covenants	Section 19 of Franchise Agreement	Not Applicable	Item 17
x.	Dispute resolution	Section 25 of Franchise Agreement	Section 11 of Development Agreement	Item 17
y.	Liquidated damages	Section 17.7 of Franchise Agreement	Not Applicable	Items 6 and 17
z.	Guaranty	Section 20.4 and Attachment 6 of Franchise Agreement	Not Applicable	Item 15

ITEM 10

FINANCING

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

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, Money Pages Franchising Group, LLC is not required to provide you with any assistance.

Services Before Opening. Before you open your Franchised Business, we will:

(a) Provide you, on loan, one copy of the Manual. (Franchise Agreement, Section 4.1)

(b) Provide initial training ("**Initial Training**") for you (or one of your owners if you are an entity) and one other employee that will devote full time and best efforts to the management operation of the Franchised Business. (Franchise Agreement, Sections 4.2 and 6)

(c) Provide you with materials and assistance associated with the grand opening marketing package selected by you upon executing your Franchise agreement. (Franchise Agreement, Section 4.5)

(d) Provide you with opening business cards, sales agreements and marketing collateral. We also provide access to branded promotional items (Franchise Agreement, Attachment 3)

(e) Provide you assistance when determining your territory in both a individual agreement as well as development agreement. (Franchise Agreement, Section 19.3 and Development Agreement, Section 2 and 3)

Services During Operation. During the operation of your Franchised Business, we will:

(a) Make any annual adjustments to the boundaries of the Territory. (Franchise Agreement, Section 2.2)

(b) Conduct the National Account Program. (Franchise Agreement, Section 2.4)

(c) Provide Technology Services as we deem appropriate. (Franchise Agreement, Section 4.4)

(d) Provide templates for forms, brochures, prospectuses and sales literature for use in selling Products and Services. (Franchise Agreement, Section 4.3)

(e) Review, and will have the right to approve or disapprove, all advertising, public relations, and promotional materials which you propose to use. (Franchise Agreement, Section 4.6)

(f) Provide periodic and continuing advisory assistance to you as to development, promotion and sale activities for the Franchised Business, at such times, and in such amount, as we deem necessary. (Franchise Agreement, Section 4.7)

(g) Conduct, as we deem advisable, field visits to the Franchised Business to evaluate your operation of the Franchised Business. (Franchise Agreement, Section 4.8)

(h) Establish standards for the Monthly Magazines. (Franchise Agreement, Section 4.9)

(i) Designate Mandatory Service Providers and Optional Service Providers. (Franchise Agreement, Section 4.10)

(j) Coordinate design, printing and delivery of the Monthly Magazines. (Franchise Agreement, Section 4.11)

(k) Provide Accounting Services. (Franchise Agreement, Section 4.12)

(l) Provide additional training. (Franchise Agreement, Section 6)

Selection of Office. You must have an office (the "**Office**") at a location in the Territory that meets our specifications. The location of the Office will be specified in the Franchise Agreement. If your Office is a home office, some of our specifications for a home office include having (i) a quiet, designated space in your home for the Office and (ii) access to a specific off-site conference room at a business location where you can meet with customers and prospective customers. As long as your Office is a home office, you must continue to satisfy our requirements for a home office which we may change. If we determine that your home office no longer meets our requirements for a home office or that a home office does not (or no longer) meets the needs for the Franchised Business or the Territory, you must obtain an Office at a business location. We do not own or lease a premises to you.

If the location of your Office is not known and authorized by us when you sign the Franchise Agreement, you must (i) look for proposed locations for the Office, (ii) obtain our authorization for a location for the Office within 30 days of the effective date of the Franchise Agreement, and (iii) (if applicable) acquire the Office or enter into a lease/sublease for the Office within 60 days of the effective date of the Franchise Agreement. You must provide to us any information we request in considering authorizing the proposed location as the Office. After our approval of a site for your Office, you will not relocate the Office without our prior written consent. The Office must be designed (including the layout and appearance), furnished and equipped in accordance with our specifications and requirements in the Manual.

If we do not approve a certain location for your Office, you must propose a location. If we and you are unable to agree upon a location for your Office and, as a result, you fail to meet your requirement to commence operating in 60 days of the effective date of the Franchise Agreement, we may terminate the Franchise Agreement. While there is no contractual limit on the time it takes us to approve or disapprove your proposed location, once we have all the necessary documentation for review, we typically take 7 days to approve or disapprove the proposed location. We will not review your lease terms. We will not provide any assistance with equipping your business location if not located in a home office outside of the marketing materials provided prior to opening. Signs, fixtures, and opening inventory not related to Money Pages marketing products are not supplied or installed by us.

Other than providing a protected development area in which you are permitted and required to open your Money Pages Businesses (the "**Development Area**"), which is described in more detail in Item 12, the Development Agreement does not address site selection and approval. Therefore, all Office and territory approval standards will be governed by the individual Franchise Agreements that you enter into pursuant to the terms of the Development Agreement.

Time to Open. We estimate that the typical length of time to open the franchised business I within 1 to 30 days after signing the Franchise Agreement. The factors that affect this timing are financing, hiring, and training. If you do not commence operation of the Franchised Business within 60 days after the effective date of the Franchise Agreement, we may terminate the Franchise Agreement. (See Franchise Agreement, Section 17.2.1)

Advertising. We have establish a marketing fund for the System (the "**Fund**"). You must participate in the Fund by making a monthly Marketing Fund Contribution to the Fund. The current Marketing Fund Contribution is: (i) $250 per month for a Territory of up to 50,000 household; (ii) $500 per month for a Territory of 50,000 to 100,000 households; and (iii) $750 per month for a Territory of 100,000 to 150,000 households. The Marketing Fund Contribution is subject to annual increases during the term of the Franchise Agreement that will not exceed 15% in any annual period. All company/affiliate-owned Money Pages Businesses may also contribute to the Fund, in our discretion, on an equal percentage basis with all franchised Money Pages Businesses, but has no obligation to do so. There is no fiduciary or trust relationship created by our administering the Fund. We anticipate all of our franchisees will contribute to the Fund, although there is no prohibition against us charging higher or lower rates for future franchisees. We also may forgive, waive, settle or compromise claims by or against the Fund. We may defer or reduce a franchisee's contribution based on the peculiarities of a particular territory or circumstance, existing business practices or other factors that we deem to be important to the operation of any Money Pages Business or the System. If we terminate the Fund, we will distribute all unused monies to the contributors in proportion to their respective contributions during a pre-determined period.

We may use the Fund to create, among other things, promotional advertising, marketing programs, market research and marketing and advertising activities. We direct all marketing programs developed with funds from the Fund and have sole discretion over the concepts, materials, media used, media placement, and allocation of these programs. Any marketing program or campaign we develop may include dissemination of advertising through print, radio, television, point-of-purchase materials, or other media. This coverage may be local, regional or national in scope. We may employ an advertising agency or other agency to assist in the development, production and dissemination of marketing and advertising materials, or we may hire personnel to perform these functions. We have no obligation to spend any amount on advertising in the area where your Franchised Business is located. In fact, we have no obligation to spend monies collected for Fund to benefit all franchisees or to ensure the monies are used proportionately or equivalent to a franchisee's contributions to the Fund.

We implemented the Fund in 2013. During the fiscal year ended December 31, 2021, we expended Fund Marketing Fund Contributions as follows: 100% on media placement. The Marketing fund contributions were spent on various advertising media including professional sports league sponsorships, branding sponsorships, radio advertising, video production and digital marketing to support and drive awareness about the Money Pages brand.

We may use the Fund to meet any and all costs of (i) maintaining, administering, directing, conducting and preparing marketing, advertising, public relations, and/or promotional programs and materials, and (ii) any other activities, which we believe will enhance the image of the System, Money Pages Businesses, the Proprietary Marks and products and services offered under the System. These costs may also include the costs of preparing and conducting media marketing campaigns (including social media); reasonable salaries and benefits for personnel who manage and administer the Fund; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies; sponsorship of organizations and events, including athletic teams, fund raising activities, tournaments and other similar activities; purchasing promotional items; conducting and administering local

promotions; and providing promotional and other marketing materials and services to Money Pages Businesses operating under the System.

In any fiscal year, we may spend more or less than the aggregate of contributions to the Fund in that year. The Fund may borrow from third party lenders to cover deficits, and any lenders will receive interest on the borrowed funds. Any amounts that remain in the Fund at the end of each fiscal year will be applied toward the next year's expenses. We assume no liability or obligations to you or any franchisee for collecting amounts due to the Fund or to administering or maintaining the Fund. Currently, we do not intend to audit the Fund. If we prepare financial statements for the Fund, we will make them available to you; however, on request, we will provide you with information on Fund receipts and disbursements. We will not use funds from the Fund for advertising that is principally a solicitation for the sale of franchises. We, upon request, shall provide you with an annual accounting of Fund receipts and disbursements.

This advertising fund is not independently audited at a specific frequency however the fund is fully audited when we do our annual financial audit at the end of our fiscal year.

Although we can establish a cooperative in a geographic area ("**Advertising Cooperative**") and require you to participate, as of the date of this Disclosure Document, we have not done so. If we establish an Advertising Cooperative in a geographic area where your Franchised Business is located, you must participate and abide by any rules and procedures for the Advertising Cooperative. All company/affiliate-owned Money Pages Businesses will become a member of the Advertising Cooperative for their geographic area and contribute to the applicable Advertising Cooperative in accordance with the rules and procedures for the Advertising Cooperative. The marketing area for each Advertising Cooperative will encompass a group of franchisees located in a geographically-defined local, regional or national marketing area. You will contribute to your respective Advertising Cooperative the exact amount to be set by us. Amounts contributed by you to an Advertising Cooperative will be credited against monies you are otherwise required to spend on local advertising and promotion (See Item 6 of this Disclosure Document). The amount that you may be required to contribute to an Advertising Cooperate will not exceed the maximum required local advertising and promotion expenditure which is limited to $250 per month (evaluated using a rolling 6-month average).

We have no liability or obligation to you for maintaining any Advertising cooperative and each Advertising Cooperative will be organized and governed in the form and manner that we determine in advance. Members of the Advertising Cooperative will be responsible for administration of their respective Advertising Cooperative, as stated in the by-laws and any payment agreements that may govern the cooperative. We will establish the by-laws and governing agreements for the Advertising Cooperative and we will make them available for review by the cooperative's members. We have the right to require an Advertising Cooperative to prepare annual or periodic financial statements for review. Each Advertising Cooperative will maintain its own funds; however, we have the right to review the Advertising Cooperative's finances, if we so choose. We maintain the right to approve all of an Advertising Cooperative's marketing programs and advertising materials. Upon 30 days written notice to affected franchisees, we may terminate or suspend an Advertising Cooperative's program or operations. We may form, change, dissolve or merge any Advertising Cooperative.

Any marketing and promotional plans and material not prepared or previously approved by us must be submitted to us at least 5 to 7 days before any publication or run date for approval. All advertising and promotion must be factually accurate and must not detrimentally affect the Proprietary Marks or the System. We may grant or withhold our approval of any advertising or marketing materials, in our sole discretion. We will provide you with written notification of our approval or disapproval within a reasonable time. If we do not notify you of our approval or disapproval within 10 days of our receipt of the materials, the materials will be deemed approved. You must discontinue your use of any approved marketing and promotional plans and material within five days of your receipt of our request if we subsequently request you to do so. (Franchise Agreement, Section 14)

Local Advertising and Promotion. Starting the month that you commence operating the Franchised Business and continuing for the remainder of the term of the Franchise Agreement, you must

spend at least an average of $250 per month per Monthly Magazine published in the Territory on local advertising and promotion. For purposes of measuring compliance with the local advertising and promotion obligations, your monthly local advertising and promotion activities will be evaluated on the first six-month period of each calendar year ending on June 30th and the second six-month period of each calendar year ending on December 31st. As noted above, contribution to an advertising cooperative will count toward your local advertising and promotion expenditure. We have the right to require that you provide us with proof that these funds were spent. You will be able to designate a portion of the monies otherwise spent on local advertising and promotion towards the funds required by the cooperative. All company/affiliate-owned Money Pages Businesses must spend money for local advertising and promotion on an equal percentage basis with all franchised Money Pages Businesses.

Websites. We may establish and maintain a website to promote the Proprietary Marks, any or all of the products and services offered under the System, Money Pages Businesses, the franchising of Money Pages Businesses and/or the System ("**System Website**"). We will control all aspects of the System Website, including the System Website's design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage. We have the right to discontinue operation of the System Website. We have the right to designate one or more web page(s) to describe you and/or the Franchised Business ("**Unit WebPage(s)**"), with such Unit Webpage(s) to be located within the System Website. You must comply with our policies with respect to the creation, maintenance and content of any such Unit WebPage(s); and we have the right to refuse to post and/or discontinue posting any content and/or the operation of any Unit WebPage(s). If we make available Unit WebPage(s) to be used for offering, selling and providing Products and Services, we will designate policies and procedures for Royalty Fees and Marketing Fund Contributions based on Products and Services offered, sold and provided through the Unit WebPage(s). We may modify our policies and requirements regarding Websites as we determine is necessary or appropriate.

You must not establish any separate Website that displays or uses the Proprietary Marks, or any marks confusingly similar to the Proprietary Marks, or that refers to the Franchise Agreement, you, the Franchised Business, the Products and Services, us or the System.

We reserve the sole and exclusive right to conduct and manage all marketing on the Internet or other electronic medium, including all websites and "social media" marketing related to the System, Money Pages Businesses, and Money Pages® brand. You may not conduct any online marketing or establish any website or social media presence without our prior written consent. We retain the right to approve any linking to or other use of our website. You must comply with any Internet and social media policy that we prescribe from time to time, including prohibitions on your owners and employees from posting or blogging comments about the Franchised Business, other Money Pages Businesses, the Money Pages® System, or the Money Pages® brand. "Social media" includes personal blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites like Instagram, and other similar social networking or media sites or tools.

Grand Opening Marketing Package. Within 30 days of signing the Franchise Agreement, you will be required to select, and purchase from us, a Grand Opening Marketing Package. The Grand Opening Marketing Package is $3,000 for Tier 1 package, $5,000 for a Tier 2 package or $10,000 for a Tier 3 package.

Operations Manual. Exhibit D to this Disclosure Document is a table of contents of the Manual. The total number of pages in the Manual is approximately 281 pages. We may establish websites, including a website providing private and secure communications between us, you, System franchisees, licensees and other persons and entities as determined by us, in our sole discretion ("**Intranet**"). We may provide the Manual electronically through the Intranet.

Advertising Council. We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement gives us the right, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as

a franchisee's level of success, superior performance, and outlet profitability. We reserve the right to change or dissolve the council at any time. (See Franchise Agreement, Section 14.9)

Computer Hardware and Software. You must purchase and maintain the Computer System, including hardware and software, that we prescribe. You may be required to purchase any or all components of the Computer System from one of our designated or approved sources (see Item 8). We currently require you to acquire and maintain, at your expense, a desktop computer (Mac or Windows), laptop and/or iPad of your choosing. You must have a Smartphone with a data plan for real-time access to e-mail. You must also have a multi-function inkjet printer with at least 300 dpi scanning resolution.

The main functions of the Computer System are to access email, proofs, print proofs and materials, access the Money Pages CRM, MagHub, file sharing services, remote desktop, and other applications. We have the right to electronically and manually access the information that the Computer System generates. You must cooperate with us in helping us access this information. You must supply the appropriate communications devices in order to permit the Computer System to operate.

The currently approved Computer System includes our required Software. We retain all rights to the information stored on and accessed through the Software, including all customer contact information.

We estimate that your cost to purchase the Computer System (including hardware and Software) is approximately $1,000 to $3,500. Additionally, we currently provide you with two licenses for MagHub, CRM and Office 365 as part of the Initial Franchisee Fee. The costs for additional licenses are set forth in Item 6.

We are not contractually obligated to provide any maintenance, repairs, upgrades or updates. Our designated vendors may do so from time, but you will need to contact them to determine what services (e.g. maintenance services) they provide and the cost of those services. You are contractually required at your expense to upgrade and update the Computer System to remain in compliance with our standards and specifications. We estimate that the cost of support service for the Computer System is around $100 to $250 per year, but you will need to contact a vendor to determine the scope of the services they offer and the actual cost of those services. There are no contractual limitations on the frequency and cost of this requirement. We have the right at any time to poll your Computer System to retrieve and compile information concerning the Franchised Business. In other words, we will have independent access to the information and data produced by your Computer System. There are no contractual limitations on our right to access this information and data. (See Franchise Agreement, Section 9.1.)

Conferences and Meetings. Although we are not obligated under the Franchise Agreement, we may hold periodic courses, seminars, conferences and other training programs. These meetings and program may be held at our Jacksonville, Florida location or any other place that we may designate and we expect them to be no more than 5 days per year. We may charge you a fee to attend these meetings or programs, which we expect will not be more than $200 per person. You must pay your own travel and accommodation expenses. (See Franchise Agreement, Section 6.2)

Training. Below is a description of our Initial Training. Initial Training is subject to change as procedures and processes change. You must send a minimum of two trainees to Initial Training for each Franchised Business that you operate. You (or one of your owners if you are an entity) are required to attend Initial Training. We may permit additional employees of the Franchised Business to attend the Initial Training, and, if we do, you will be responsible for all costs and expenses incurred by us in providing the training to these additional trainees. You (or your managing owner) must successfully complete Initial Training to our satisfaction before the Franchised Business commences operating.

The instructional materials for Initial Training include various training aids and manuals including the employee handbook, vendor manuals, computer and software manual, marketing manual, business publications, and the Manual.

Initial Training will last approximately 1 week and will be comprised of Money Pages University and classroom training at our office in Jacksonville, Florida. Initial Training will be conducted as often as we deem necessary, but at least monthly. Although Initial training is included in the initial franchise fee for up to 2 participants, you will be responsible for all costs related to travel, food, lodging and related expenses incurred. (See Franchise Agreement, Section 6.1)

TRAINING PROGRAM			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Introduction and Company Overview	1.0	0.0	Jacksonville, Florida
Pre-Opening Procedures	1.0	2.0	Jacksonville, Florida
Ownership Considerations	2.0	2.0	Jacksonville, Florida
Personnel	1.0	1.0	Jacksonville, Florida
Sales	20.0	60.0	Jacksonville, Florida
Office Procedures	2.0	2.0	Jacksonville, Florida
Ad Design and Production	2.0	4.0	Jacksonville, Florida
Marketing	2.0	4.0	Jacksonville, Florida
Finance	1.0	2.0	Jacksonville, Florida
Digital Products	1.0	1.0	Jacksonville, Florida
Question and Answer	2.0	2.0	Jacksonville, Florida

Our training instructors have the following marketing training experience:

- **Alan Worley**, Founder and CEO of Money Pages, began the multi-media company in 2001 with the goal of helping local businesses grow and providing savings to his local community. Since its creation, Alan has grown Money Pages into a multi-million dollar company. He started franchising the concept in 2012 and is now mailing to over 13 million homes annually across the country. In 2014 Alan started 3D Digital, a full-service digital agency. 3D Digital is equipped with a full on-site production studio and offers in-house services including digital marketing, video production, social media management, branding and logo design, and more. 3D Digital supports Money Pages and its franchisees to stay on the cutting edge of digital marketing and technology to pair with their direct mail offerings. Along with serving on many local boards. Alan is active in the community through the Money Pages Foundation, the charitable arm of Money Pages which gives back to local non-profits.

- **Christopher Sexton** over twenty-five years of sales, marketing and management experience to the organization. He was a prior owner-operator of an independent Money Pages market before joining the Corporate Office in 2009 to grow the Money Pages national footprint. Chris provides leadership to the overall franchise company including strategy, marketing, development, training, and operations.

- **Marie Moon** brings over a decade of sales, marketing, and leadership experience to Money Pages. She began as a top sales producer for the organization and now serves as Director of Franchise Development. Marie also supports the system as a business development coach helping franchise owners launch and grow their markets.

- **Mindy Gibson** brings over twenty years of sales and marketing support to the franchise team. She has an extensive background in media and customer service and has played key support roles throughout the growth of Money Pages. Mindy leads onboarding, production, and technology platforms for the franchise system.

- **Darby Addison** joined the company in 2013 and serves as the Chief Financial Officer for Money Pages, Money Pages Franchising, and 3D Digital. Darby brings over 20 years of experience leading executive financials for large organizations and franchise concepts. She holds a Master of Business Administration and provides leadership to our corporate operations, finance and accounting departments.

- **Mike Bridge** leads the creative team at Money Pages, which includes a group of talented graphic designers, videographers, and digital marketing specialists. His background includes work at both local and international marketing agencies, helping to grow the footprint of their clients and the agency itself. Mike is a certified Project Management Professional (PMP).

- **Roxie Reeve** brings innovative solutions and considerable agency experience to her role as director of digital marketing. She creates integrated marketing strategies designed to capitalize on synergetic promotional tools, creating more effective marketing programs and, therefore, maximizing return on investment.

- **Monica O'Connor**, with more than 17 years of experience in the print and direct mail industry, is both a USPS® Certified Direct Mail Professional (CDMP) and Mail Design Professional (MDP). Monica serves as an Executive Board Member of the Northeast Florida Postal Customer Council (PCC). As Print & Mail Manager, Monica oversees the production and delivery via USPS® of more than 1,000,000 magazines per month throughout the country.

- **Alberta Hanna** is a highly experienced graphic designer who leads branding and design initiatives at Money Pages. An industry expert in typography, color theory, branding and digital solutions, she has played an integral role in our success by delivering stand-out branding and creative to clients. She also holds user interface (UI) and user experience (UX) certifications in support of providing outstanding creative designs.

In addition, we may require you and your managers and employees to attend additional training programs and you may be charged a reasonable fee for the additional training. We reserve the right to require additional training if you fail, for three (3) or more consecutive Monthly Magazines, to meet the Minimum Performance Standards as outlined in Item 12 below. Our fee for additional training is currently $250 per day. You will also be required to reimburse us for our out-of-pocket expenses, if such training is conducted at your location, incurred to attend these training programs..

ITEM 12

TERRITORY

Your Franchise Agreement grants you the right to operate a Franchised Business within a Territory that contains up to 50,000 households. We will determine the boundaries of the Territory using the most current data from any demographic information provider and/or public information (including public information available on counties, municipalities, zip code, voting districts) we deem appropriate, using current data provided by the United States Postal Service. The Territory will be included on a map that will be attached to your Franchise Agreement when finalized. The map containing the exact geographic boundaries of the Territory will be finalized by us before you sign the Franchise Agreement. The Territory may change periodically as the demographics change (e.g. the number of households in the Territory expands or shrinks). We have sole discretion in determining the composition and boundaries of each franchise territory in the System (including the Territory). Any adjustments to the boundaries of the

franchise territories for Money Pages Businesses (including the Territory), will be adjusted annually by us on January 1st of each year. We have no obligation to consider any request to relocate your Franchised Business. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

In connection with operating your Franchised Business (collectively, the following are the "**Minimum Performance Standards"**):

(i) you must print the first Monthly Magazine within 90 days of your commencing operation of your Franchised Business;

(ii) every Monthly Magazine you produce in the first 6 months after you commence operating your Franchised Business must be at least 16 pages. Beginning in the 7th month after you commence operating your Franchised Business, every Monthly Magazine you produce must be at least 24 pages. Beginning in the 13th month after you commence operating your Franchised Business, every Monthly Magazine you produce must be at least 32 pages;

(iii) The Franchised Business must collect a monthly billable revenue equal to or greater than the sum of costs associated with the print and postage costs, Royalty Fees, Design Fees, Technology Fees, and Marketing Fund Contributions. Failure to meet this requirement more than 4 months of a rolling 12 month period may be considered a failure to meet Minimum Performance Standards.

(iv) you must submit client original design tickets on or before the monthly deadlines. Original design tickets are to be submitted electronically on or before the published deadlines in the production calendar. Submittal of client artwork past published deadlines may, at our discretion, result in an additional $250 Design Fee per issue, per market or may result in additional provisions outlined below;

If you are in compliance with the above Minimum Performance Standards, after your first 6 issues, you will be eligible to offer exclusive products, such as DAL and separate direct mail pieces; offer digital products, provided you have completed our digital certification training; and offer stand-alone mailing products separate from your Monthly Magazine, provided you provide us a valid state sales tax identification. If you fail to maintain the Minimum Performance Standards, we reserve the right to revoke your eligibility to offer these products and services until all other minimum performance standards are met.

If you fail to comply with the Minimum Performance Standards, we may terminate the Franchise Agreement; reduce the boundaries of the Territory to a lesser area that we determine; limit your ability to offer advertising trade, discounted advertising, complimentary upgrades, or free promotional advertising; or require additional training at your expense. Other than the Minimum Performance Standards and the requirement of not being in default of the Franchise Agreement, the Territory is not dependent on your sales volume, market penetration or any other contingency.

If you are not in default of any provision of your Franchise Agreement or any other agreement between you and us or any of our affiliates, during the term of the Franchise Agreement, we will not operate, or license anyone other than you to operate a Money Pages Business in the Territory, except we have the right to establish a National/Regional Account Program (defined below) as discussed below. While we will not establish or franchise other Money Pages Businesses within the Territory, we and our affiliates or designees may (i) market products other than the Products and Services within the Territory under a different brand name or mark; (ii) establish and operate, and grant rights to other System franchisees to establish and operate, Money Pages Businesses or similar businesses at locations outside the Territory, and on any terms and conditions we deem appropriate; (iii) offer any Products and Services and related products identical or similar to, or dissimilar from whether identified by the Proprietary Marks or other trademarks or service marks through any distribution channels we think best (including the Internet); (iv) purchase or otherwise acquire the assets or controlling ownership of one or more businesses identical or similar to Money Pages Businesses (and/or franchise, license, and/or similar agreements for such businesses), which might be located anywhere; (v) be acquired (regardless of the form of transaction) by a business identical or similar to Money Pages Businesses, even if the other business operates, franchises

and/or licenses competitive businesses anywhere; and (vi) engage in any other business activities not expressly prohibited by the Franchise Agreement. These businesses may compete with your Franchised Business without payment of any compensation to you. You will not receive an exclusive territory. You may face competition from other franchisees, from businesses that we own, or from other channels of distribution or competitive brands that we control. You will not be compensated for our affiliates solicitation or conducting of business within your territory if you are in default of any provision of your Franchise Agreement.

The Franchise Agreement entitles you to operate from an office in your home. You may not change the location of your Franchised Business office, except in accordance with the requirements of Section 7.2 of the Franchise Agreement. You may only relocate the Franchised Business office with our consent. We consider the general location, neighborhood and demographic characteristics of the area when approving a site. You are required to remove all identifying signs and property from the original office location.

Except as disclosed in this Item 12, there are no circumstances under which the Territory may be altered prior to expiration or termination of the Franchise Agreement.

Neither we (the Franchisor) or our affiliates offer or conduct a business similar to the franchised business offered in this document.

National/Regional Accounts

We designate the following types of accounts as National/Regional Accounts (defined below): (i) accounts established with or through existing relationship with us and our affiliates; (ii) accounts which enter into strategic partnership alliances with us or our affiliates; or (iii) accounts with immediate potential to create significant market potential for multiple Money Pages Businesses nationally or regionally. A "**National/Regional Account**" refers to any business purchasing the Products and Services and which operate in more than one franchise territory or company/affiliate-owned territory. We designate National/Regional Accounts. National/Regional Accounts are serviced by our national/regional account program ("**National/Regional Account Program**").

You must participate in the National/Regional Account Program. We may change the terms and conditions of the National/Regional Account Program from time to time. You must follow all terms, conditions, rules, regulations and procedures set forth in the Manual and Franchise Agreement related to the National/Regional Account Program. Except in accordance with the National/Regional Account Program, you may not solicit or service a National/Regional Account without our prior written consent. We may condition our consent (although we need not grant our consent) on your agreement to comply with certain requirements, and we may withdraw our consent for any or no reason. If we withdraw our consent to your soliciting and/or servicing one or more National/Regional Accounts, you must cease all solicitation and servicing activity for that National/Regional Account(s) immediately.

We retain the right under all circumstances to provide any Products and Services to any National/Regional Account location. We may offer you the responsibility under the Franchise Agreement to provide the Products and Services through your Franchised Business that we would like to provide to the National/Regional Account location or locations (as determined by us). If we offer you the opportunity to provide Products and Services to any National/Regional Account or National/Regional Account location, you must respond to such offer in accordance with the procedures and timeframe set forth in the Manual. If you fail to respond to our offer related to an opportunity to provide Products and Services to a National/Regional Account or a National/Regional Account location or you fail to agree to or comply with the terms and conditions that we have established with the National/Regional Account, you will forfeit the opportunity related to the National/Regional Account or National/Regional Account location.

If any National/Regional Account wished not to be serviced by your Franchised Business, we and our affiliates, have the right, or may authorize other franchisees or third parties, to provide the Products and Services to the locations of the National/Regional Account. If you fail to accept the offer in the manner we specify, we (and our affiliates) have the right, or may authorize other franchisees or third parties, to provide

the Products and Services to the locations of the National/Regional Account. You are not permitted to negotiate the cost for providing the Products and Services to a National/Regional Account under any circumstances or conditions. If you default under the Franchise Agreement for any reason, we may cease to make the National/Regional Account Program available to you.

Other Business Outside the Territory

You may solicit customers located outside the Territory if (i) you have our written consent and (ii) the area is not covered by, or in the territory of, us, one of our affiliates or another System franchisee.

You have no options, rights of first refusal or similar rights to acquire an additional franchise, but we may consider granting you multiple franchises. You will be required to sign a separate Franchise Agreement for each Franchised Business.

Development Agreement

If you enter into a Development Agreement, you will obtain the right to own and operate a Territory of greater than 50,000 households according to a mandatory development schedule (the "**Development Schedule**"). Provided you comply with the terms of the Development Agreement, and any Franchise Agreements signed for the Territory, we will not locate another Money Pages Business operating under the Proprietary Marks, whether franchised or affiliate-owned, in your Territory. As part of our agreement we will assist you in determining your service territory. If you enter into a Development Agreement, you will have the option to subdivide your Territory into mailing zones of 50,000 or fewer households, each with distinctly mailed Monthly Magazines, or to publish and mail a single Monthly Magazine to up to 100,000 households within the Territory.

In the event that you fail to meet the mandatory Development Schedule and the Development Agreement is terminated, you will retain your rights to any developed portion of your Territory, including the territorial rights described in the Franchise Agreement for such mailing zones, provided that the Development Agreement was not terminated as a result of your failure to comply with the terms of your existing Franchise Agreement(s). When terminating a Development Agreement, you will be able to retain any single unit agreements that are not in default of the minimum performance standards. Your rights to and exclusivity in the undeveloped portion of your Territory will terminate immediately. Thereafter, we will have the right to develop the undeveloped portion of your Territory on our own or through third parties.

ITEM 13

TRADEMARKS

We will grant you a non-transferable, non-exclusive license to use the Proprietary Marks. You must follow our rules when you use the Proprietary Marks. You cannot use the Proprietary Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use the Proprietary Marks in any manner that we have not authorized in writing.

Our affiliate, Holdings, has registered the following Proprietary Marks on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"):

Mark	Registration No.	Registration Date
MONEY PAGES	2908698	12/07/04
MONEY PAGES and Design	2923231	02/01/05

Our right to use and license others to use the Proprietary Marks is exercised pursuant to a trademark license agreement with Holdings dated December 28, 2012 (the "**Trademark License Agreement**"). Under the Trademark License Agreement, we are granted the right to use and to permit others to use the Proprietary Marks. The initial term of the Trademark License Agreement is for twenty years, and the Trademark License Agreement will automatically renew for three successive ten-year terms if we substantially comply with the Trademark License Agreement. The Trademark License Agreement may be terminated by us or Holdings on the other party's material breach of the Trademark License Agreement or by written agreement by both parties. If we were ever to lose our rights under the Trademark License Agreement to the Proprietary Marks, Holdings, under the Trademark License Agreement with us, must allow our franchisees to maintain their rights to use the Proprietary Marks in accordance with their franchise agreements. In such event, Holdings may also require us to assign all or some of our franchise agreements with our franchisees. Other than the Trademark License Agreement, there are no agreements currently in effect which limit our rights to use or license the use of any of the Proprietary Marks.

There are no currently effective agreements that significantly limit our rights to use or license others to use the Proprietary Marks in a manner material to the franchise. We are not aware of any prior rights or infringing uses which could materially affect your use of the Proprietary Marks.

All required affidavits for the Proprietary Marks have been filed. No affidavits or renewal filings are yet due in connection with the registrations for the Proprietary Marks listed above. There are no currently effective determinations of the USPTO, Trademark Trial and Appeal Board, the Trademark Administrator of any state, or any court; nor is there any pending infringement, opposition or cancellation proceedings, or material litigation, involving the Proprietary Marks listed above.

You must promptly notify us of any unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Proprietary Marks. We have the right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We may take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we determine that you have used the Proprietary Marks in accordance with the Franchise Agreement you have signed to operate your Franchised Business, we will bear the cost of defense, including the cost of any judgment or settlement. If we determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement you signed to operate your Franchised Business, you must bear the cost of defense, including the cost of any judgment or settlement. If there is any litigation relating to your use of the Proprietary Marks, you must execute all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action. Unless litigation results from your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement we will reimburse you for your out-of-pocket costs.

We reserve the right to modify or discontinue the use of any names, trademarks, service marks or copyrights or to add additional names, trademarks, service marks or copyrights at our discretion. You must make any additions, deletions, and modifications to all interior and exterior signs, business cards, printed material, displays, paper products, advertising and anywhere else any of the Proprietary Marks may appear as we direct at your sole cost and expense and without compensation or reimbursement from us. You must, at your sole cost and expense and without compensation or reimbursement from us, discontinue your use of any name, trademark, service mark or copyright, as we may direct you to discontinue at any time. We are not responsible for any expenses, losses or damages sustained by you as a result of any addition, discontinuance, or modification and you are prohibited to join in any litigation against us if any of these expenses, losses or damages are incurred.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any right in or to any patents, pending patent applications, or copyrights that are material to the franchise. However, we claim common law copyright protection for the Manual and our other forms and materials, including our marketing materials, specifications, marketing techniques, advertising programs, advertising strategies, supplier lists, expansion plans and other information we create or use. We also claim proprietary rights in the confidential information and trade secrets contained in the Manual.

We may claim copyright protection in certain techniques we create and may patent certain processes and equipment we develop. Any modifications or improvements that you make to the System will be deemed a works made for hire which shall be owned exclusively by us. We do not have to compensate you for your modification or improvement.

Confidential Manual

After you (or your managing owner) complete Initial Training to our satisfaction, we will provide you with access (via electronic media as described below) to the Manual or a copy of the Manual on loan for the term of your franchise. The Manual may be provided in multiple electronic files or other volumes or parts. We may provide you with any portion or all of the Manual, as well as other instructional materials, through electronic media, through the use of compact disks, audiotapes, videotapes, DVDs, computer software, e-mail, the internet or the intranet. The Manual may include audiotapes, videotapes, DVDs, compact disks, computer software, other electronic media and/or written materials as we designate and choose to provide access. You must treat the Manual, any other materials created for or approved for use in the operation of your Franchised Business, and the information contained in them, as confidential, and must use reasonable efforts to maintain this information (both in electronic and written format) as proprietary and confidential. You must not copy, download, print or otherwise reproduce these materials or otherwise make them available to any unauthorized person. The Manual will remain our sole property. You must keep them accessible only in a secure place on the premises of your Franchised Business.

We may revise the contents of the Manual, and you must comply with each new or changed standard. You must ensure that the Manual is kept current at all times. If there is a dispute as to the contents of the Manual, the terms of the master copies which we maintain will control.

Confidential Information

You must not, during or after the term of the agreements you execute, divulge or use for the benefit of anyone else any confidential information concerning the System and the methods of operation of your Franchised Business. You may divulge confidential information only to those employees who must have access to it in order to operate your Franchised Business. Any and all information, knowledge, and other data which we designate as confidential will be deemed confidential.

You must not disclose or reveal any portion of the confidential information (including the Manual) to any person, other than to your directors, officers, owners, employees or others who (a) have a legitimate business need to know of them in order to operate your Franchised Business and (b) have executed a form of confidentiality or nondisclosure agreement, as we may prescribe from time to time, that specifically identifies us as a third-party beneficiary of such agreement with the independent right to enforce it.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We consider your personal participation (if you are an individual) or the participation of an owner (if you are a legal entity) and supervision essential to the success of your Franchised Business. We have granted the franchise to you on the assurance that it will be managed by an active owner/operator. If you are an individual, you will serve this role. If you are a legal entity, you must designate one of your owners, reasonably acceptable to us, to serve as your "Designated Owner." The Designated Owner must be empowered with the responsibility and decision-making authority for the operation of the Franchised

Business, and we may communicate directly with the Designated Owner on all matters related to the Franchised Business or your Franchise Agreement. You must identify your Designated Owner in Attachment 4 to the Franchise Agreement. You must not remove or replace the Designated Owner without our prior written approval. We may require that the Designated Owner own and control not less than 51% of the ownership and voting rights in the franchisee entity.

You (or your Designated Owner) must devote full-time best efforts to the supervision and operation of your Franchised Business and to selling the Products and Services for your Franchised Business. You (or your Designated Owner) will be responsible for the day-to-day operations of your Franchised Business. You (or your Designated Owner) must attend and successfully complete to our satisfaction our Initial Training, as described in Item 11.

We may require that any of your owners or personnel that have access to our Confidential Information sign Confidentiality Agreements in a form we approve or require. We may also require that any employees you choose to hire that have access to our Confidential Information sign Confidentiality and Noncompetition Agreements in forms that we approve or require.

If the franchisee is an entity, all owners of franchisee must sign a Guaranty in the form attached to the Franchise Agreement as Attachment 6, assuming and agreeing to discharge all of franchisee's obligations under the Franchise Agreement. If the franchisee entity and owner(s) of the franchisee entity do not satisfy the financial or management qualifications to become a franchisee based on their qualifications, we may require the spouse(s) of the owner(s) to sign the Guaranty in order to satisfy our qualifications. If a franchisee is an individual or group of individuals and he/she/they do not satisfy the financial or management qualifications to become a franchisee based on his/her/their qualifications, we may require the spouse(s) of the individual(s) to sign the Guaranty in order to satisfy our qualifications.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer those Products and Services specifically approved or directed by us. We may periodically establish specifications for Products and Services in the Manual or otherwise advise you of new specifications in writing. These requirements are imposed to maintain our uniform image and uniform marketing strategy, as well as to assure protection of our Proprietary Marks and the maintenance of the quality standards associated with them (see Item 8).

You must operate your Franchised Business in strict conformity with the specifications contained in the Manual or otherwise in writing. You must not deviate from our specifications and procedures without first obtaining our written consent. With our prior written consent, you may sell any products or services to customers located outside of the Territory, but only if they are not located in a Territory that is assigned to one of our other franchisees or a Territory covered by us.

You must operate your Franchised Business in strict conformity with all applicable federal, state, and local laws, ordinances and regulations. It is your responsibility to keep yourself advised of the existence and the then-current requirements of all laws, ordinances, and regulations applicable to your Franchised Business, and to adhere to them, as well as to any new laws, ordinances and regulations that may be adopted in the future.

You must offer all products and services that we designate are required Products and Services. Although we do not presently plan to change the types of authorized products and services that all franchisees must offer, there are no limits on our right to do so. You must not sell any other kind of product or service without first obtaining our written consent. You must discontinue selling or offering for sale any Products and Services which we disapprove in writing at any time. You determine the prices of all Products and Services you offer and sell to your customers.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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.

A. FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the Franchise term	Section 3 of Franchise Agreement.	7 years from date of Franchise Agreement
b. Renewal or extension of the term	Section 3 of Franchise Agreement.	If you meet the requirements, you can enter a successor term for 3 additional consecutive 5-year terms; after that you have no right to enter into a Successor Franchise Agreement.
c. Requirements for franchisee to renew or extend	Section 3 of Franchise Agreement.	You may request to enter into a successor agreement upon satisfaction of the following requirements: provide written notice of election to enter into a successor term sixty (60) days prior to the deadline for your final issue for your initial term; not be in default of the Franchise Agreement or any other agreement with us or our affiliates, satisfaction of monetary obligations to us, our affiliates and others; sign our then-current form of franchise agreement; pay us a successor fee of $2,000, comply with then-current qualifications and training requirements; and sign a general release. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement
d. Termination by franchisee	None.	You may seek termination upon any grounds available by law.
e. Termination by franchisor without cause	None.	Not Applicable.
f. Termination by franchisor with cause	Section 17 of Franchise Agreement.	We can terminate if you default under the Franchise Agreement. The Franchise Agreement describes defaults. In some instances, you will have an opportunity to cure the default.

Provision	Section in Franchise Agreement	Summary
g. "Cause" defined – curable defaults	Section 17.3 of Franchise Agreement.	All other defaults not specified in Sections 17.1 and 17.2 of the Franchise Agreement.
h. "Cause" defined – non-curable defaults	Sections 17.1 and 17.2 of Franchise Agreement.	Insolvency; bankruptcy; failure to commence operating your Franchised Business; failure to satisfactorily complete training; conviction of a felony; failure to obtain or loss of appropriate permits, certificates, licensing, or training required by governmental and regulatory agencies; transfer without approval; disclosure of trade secrets; false reports; misuse of Proprietary Marks or system; false books or records; violation of law; repeated violations of Franchise Agreement; and others. See Sections 17.1 and 17.2 of the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	Section18 of Franchise Agreement.	You must: cease to operate your Franchised Business and cease use of the Proprietary Marks and System; pay all monies due to us; return the Manual; comply with the non-competition covenants; and others. If we terminate the Franchise Agreement for cause prior to expiration, you must pay us liquidated damages to compensate us for your failure to continue operating the Franchised Business for the remainder of the term.
j. Assignment of contract by franchisor	Section 16.1 of Franchise Agreement.	We have the right to assign any part of our rights and obligations in the Franchise Agreement.
k. "Transfer" by franchisee – defined	Section 16 of Franchise Agreement.	Includes the transfer of any direct or indirect interest in the Franchisee entity, the Franchise Agreement, your Franchised Business or in all or substantially all the assets of your Franchised Business.
l. Franchisor approval of transfer by franchisee	Section 16.2 of Franchise Agreement.	We have the right to approve all transfers.

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 16.3 of Franchise Agreement.	You must satisfy the following requirements before we will approve your request for a transfer: notice; payment of money owed; compliance with all terms of the Franchise Agreement; signing of general release; transferee signs our then-current form of franchise agreement; transferee has proper qualifications; transfer fee; transferee completes required training; you remain liable for obligations before the transfer and after the transfer; and you comply with obligations applicable after a transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.6 of Franchise Agreement.	We can match any offer for your business or any ownership interest.
o. Franchisor's option to purchase franchisee's business	None.	Not Applicable.
p. Death or disability of franchisee	Section 16.7 of Franchise Agreement.	Franchised Business must be transferred by executor, administrator or personal representative to an approved third party.
q. Non-competition covenants during the term of the franchise	Section 19.2 of Franchise Agreement.	No diversion of customers of any Money Pages Business or owning, maintaining, operating, engaging in, or being employed by, providing assistance to, or having any interest in any Competitive Business. "**Competitive Business**" means an activity involving or engaging in the marketing, promotion or sale of (i) Products and Services which are the same as or similar to the products or services being offered by Money Pages Businesses under the System, (ii) coupon adverting distributed over the internet (or similar electronic medium) from or thought anywhere other than a Website of ours, or (iii) any advertising product which consists of advertisements for more than one advertiser which are physical delivered by any mail service or otherwise to consumers. The non-competition covenants during the term of the franchise also apply to the immediate family (including spouses, domestic partners, parents and children) of yours and the other individuals that are subject to the non-competition covenants.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 19.3 of Franchise Agreement.	For 2 years, no involvement in any Competitive Business that is, or is intended to be, located at or with the Territory, within 50 miles of the Territory or within any geographic area where we, our affiliates or any Money Pages Business are circulating monthly magazines.
s. Modification of the agreement	Section 26 of Franchise Agreement.	Must be in writing executed by you and us.
t. Integration/merger clause	Section 26 of Franchise Agreement.	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and Franchise Agreement may not be enforceable. Nothwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Section 25.1 of Franchise Agreement.	Except for certain claims, disputes must be settled by arbitration. Subject to state law.
v. Choice of forum	Sections 25.1 and 25.3 of Franchise Agreement.	Litigation must be held in the federal or state court in Jacksonville, Florida (subject to applicable state law). Arbitration must occur in Jacksonville, Florida.
w. Choice of law	Section 25.2 of Franchise Agreement.	Florida law applies (subject to applicable state law).

B. DEVELOPMENT AGREEMENT

Provision	Section in Development Agreement	Summary
a. Length of the franchise term	Section 6.1 of Development Agreement.	The Development Agreement will commence on the date it is fully executed and end on the earlier of the last day of the calendar month that the final Money Pages Business is required to be opened and operating under the Development Schedule or the date the final Money Pages Business is opened.
b. Renewal or extension of the term	None.	Not Applicable.

Provision	Section in Development Agreement	Summary
c. Requirements for franchisee to renew or extend	None.	Not Applicable.
d. Termination by franchisee	None.	Not Applicable.
e. Termination by franchisor without cause	None.	Not Applicable.
f. Termination by franchisor with cause	Section 6.2 of Development Agreement.	We may terminate the Development Agreement for cause. All individual Franchise Agreements must be in default in order to be terminated
g. "Cause" defined – curable defaults	Section 6.2 of Development Agreement.	We may terminate the Development Agreement if you fail to meet your development obligations under the Development Schedule and fail to cure the default within a 30-day cure period. You may retain individual Franchise Agreements if not found in default
h. "Cause" defined – non-curable defaults	Section 6.2 of Development Agreement.	We may terminate the Development Agreement if (i) you cease to actively engage in development activities in the Development Area or otherwise abandon the development business for three consecutive months, or any shorter period that indicates an intent to discontinue development of the Money Pages Businesses within the Development Area, (ii) you become insolvent or are adjudicated bankrupt, or if any action is taken by you, or by others against you, under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit or creditors or a receiver is appointed by you, or (iii) if any Franchise Agreement that is entered into in order to fulfill your development obligations under the Development Agreement is terminated or subject to termination by us, pursuant to the terms of that Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	None.	Not Applicable.
j. Assignment of contract by franchisor	Section 8 of Development Agreement.	We have the right to assign our rights under the Development Agreement.
k. "Transfer" by franchisee – defined	Section 8 of Development Agreement.	Any sale, transfer, or assignment of any of your rights under the Development Agreement.
l. Franchisor's approval of transfer by franchisee	Section 8 of Development Agreement.	You may not transfer any rights or obligations under the Development Agreement without our prior written consent.
m. Conditions for franchisor's approval of transfer	None.	Not Applicable.

Provision	Section in Development Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	None.	Not Applicable.
o. Franchisor's option to purchase franchisee's business	None.	Not Applicable.
p. Death or disability of franchisee	None.	Not Applicable.
q. Non-competition covenants during the term of the franchise	None.	Nothing additional. Please see non-competition covenants set forth in your Franchise Agreement(s) entered into under the Development Agreement.
r. Non-competition covenants after the franchise is terminated or expires	None.	Nothing additional. Please see non-competition covenants set forth in your Franchise Agreement(s) entered into under the Development Agreement.
s. Modification of the agreement	Section 16 of Development Agreement.	Any modification of the Development Agreement must be in writing and signed by both parties.
t. Integration/merger clause	Section 16 of Development Agreement.	Only the terms of the Development Agreement are binding (subject to applicable state law). Any representations or promises made outside of the Disclosure Document and the Development Agreement may not be enforceable. Nothwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Section 11.1 of Development Agreement.	Except for certain claims, disputes must be settled by arbitration. Subject to state law.
v. Choice of forum	Sections 11.1 and 11.3 of Development Agreement.	Litigation must be held in the federal or state court in Jacksonville, Florida (subject to applicable state law). Arbitration must occur in Jacksonville, Florida.
w. Choice of law	Section 11.2 of Development Agreement.	Florida law applies (subject to applicable state law).

Applicable state law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in Exhibit G of this Disclosure Document.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

Part 1: Annual Gross Sales for 2019, 2020 and 2021

The Gross Sales and Expenses data of this Item 19 has been generated using financial reports submitted by franchisees who operate Money Pages Businesses in Ormond Beach, FL, Port Orange, FL, Daytona Beach, FL, Chattanooga, TN, New Smyrna Beach, FL, Kennesaw, GA and Oakland, CA ("**Included Franchisees**"). The Included Franchisees entered all data into their financial reports and were responsible for collecting their own data according to guidelines that we provided. We have not audited or verified the data.

For purposes of this Item 19, the "**2021 Summary Period"** means January 1, 2021 through December 31, 2021, **"2020 Summary Period"** means January 1, 2020 through December 31, 2020, **"2019 Summary Period"** means January 1, 2019 through December 31, 2019, and the "**Summary Periods**" means the 2021 Summary Period, 2020 Summary Period, 2019 Summary Period. During 2019 Summary Period, there were a total of 23 outlets open, 8 were owned by franchisees. During 2020 Summary Period, there were a total of 25 outlets open, 10 were owned by franchisees. During 2021 Summary Period, there were a total of 29 outlets open, 13 were owned by franchisees. Throughout all 3 summary periods, 15 franchisor and affiliate owned Money Pages outlets were operated. In the 2021 Summary Period, a previously franchisee owned location was acquired by the franchisor. All outlets included in this Financial Performance Representation operate a business that has no material difference to the franchise business offered in this disclosure document.

The Gross Sales and expenses data in the tables directly below shows historical information for the Summary Periods for the Included Franchisees. The Ormond Beach, FL and Port Orange, FL, Daytona Beach, FL and Chattanooga, TN franchises were open during all Summary Periods, The New Smyrna Beach, FL and Kennesaw, GA were open during the entire 2020 Summary Period only. The Oakland, CA location was only open during the 2021 Summary Period. Excluded from this Item 19 are 5 franchisee businesses on the basis that they have not been open a full 12 months as of December 31, 2021, had cease operation, as well as all company owned business (the "**Excluded Businesses**").

Summary Period	Gross Sales for Ormond Beach, FL	Gross Sales for Port Orange, FL	Gross Sales for Daytona Beach, FL*	Gross Sales for Chattanooga, TN	Gross Sales for New Smyrna Beach, FL	Gross Sales for Kennesaw, GA	Gross Sales for Oakland, CA	Combined Gross Sales for all Included Franchisees	Average Gross Sales for all Included Franchisees	Median
2019	$502,059	$329,003	$320,052	$352,350	-	-	-	$1,503,463	$214,780	$320,052
2020	$441,969	$281,598	$222,129	$260,569	$183,694	$211,541	-	$1,601,501	$228,786	$222,129
2021	$538,935	$332,919	$258,041	$369,499	$270,710	$307,544	$189,385	$2,266,805	$323,829	$307,544

Part 2: Expense Information for Included Franchisees for 2021

The Gross Sales and expense data in the table directly below shows historical information for the Included Franchisees during the 2021 Summary Period and does not include the Excluded Businesses for the same reasons that they were excluded from Part 1 of this Item 19 which is that 5 of the Franchisee

locations were opened during 2021 and the remaining Excluded businesses were form outlets owned and operated by us or our affiliates.

	Ormond Beach, FL	Port Orange, FL	Daytona Beach, FL	Chattanooga, TN	New Smyrna Beach, FL	Kennesaw, GA	Oakland, CA
Gross Sales	$538,935	$332,719	$258,014	$369,499	$270,710	$307,544	$189,385
Cost of Goods Sold	$248,220	$215,301	$ 204,970	$285,167	$199,411	$257,155	$238,944
Gross Profit	$ 290,715	$117,418	$53,044	$84,332	$71,299	$50,389	$(49,559)

Part 3: Expense Information for Multi-Unit Franchised Money Pages Business for 2021

The Gross Sales and expense information in Part 3 of this Item 19 have been generated using financial reports submitted by our Franchisee, who operates the Daytona Beach, Ormond Beach, Port Orange, and New Smyrna Beach, FL businesses. This is the same information presented in Part 2 above for the Profiled Businesses located in Daytona Beach, Ormond Beach Port Orange, and New Smyrna Beach, FL, except the data has been combined to illustrate the financial performance of a multi-unit franchisee. The Gross Sales and expense data in the table directly below shows historical information for the 2020 Summary Period, and does not include any other Money Pages Businesses because no other Money Pages Businesses are operated by a multi-unit franchisee.

	Profiled Business located in Ormond Beach, FL	Profiled Business located in Port Orange, FL	Profiled Business located in Daytona Beach, FL	Profiled Business located in New Smyrna Beach, FL	Combined Results of Ormond Beach, FL, Port Orange, FL, Daytona Beach, FL and New Smyrna Beach, FL Profiled Businesses
Gross Sales	$538,935	$332,719	$258,014	$270,710	$1,400,377
Cost of Goods Sold	$248,220	$215,301	$204,970	$199,411	$867,902
Gross Profit	$290,715	$117,418	$53,044	$71,299	$532,475

Assumptions

1. **Some Money Pages businesses have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

2. For purposes of this Item 19, "**Gross Sales**" means all revenue from operating a Money Pages Business, excluding sales taxes or other taxes collected from customers and paid to a taxing authority.

3. For purposes of this Item 19, "**Cost of Goods Sold**" includes the printing costs and mailing costs incurred by all four Included Franchises.

4. For purposes of this Item 19, "**Gross Profit**" is equal to Gross Sales subtracted by Cost of Goods Sold.

5. The outlets included in the financial performance representation include a franchisee that manages 3 units in Chattanooga, Tennessee. This differs from that which is offered to franchisees as new franchisees typically launch with 1 to 2 units.

6. The outlets operated in Winchester, Virginia and North Atlanta, Georgia have been excluded from this financial performance representation. Winchester, Virginia had been operating since June 2020 however was reacquired and made a corporate outlet in November 2021 so they are unable to provide a full year for franchisee data for the 2021 Summary Period. North Atlanta, Georgia was reacquired and made a corporate outlet in February 2022 and did not have a full year's worth of financial data for the 2021 Summary Period.

7. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon 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 Alan Worley, 7892 Baymeadows Way, Jacksonville, Florida 32256, (904) 374-2027, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Unless indicated otherwise, the figures in the charts below are as of December 31 of each year. The history related to company/affiliate-owned Money Pages Businesses started in 2001 when our affiliate, Money Pages of Florida, opened the first Money Pages Business.

Table No. 1: System-wide Outlet Summary
For years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	7	8	+1
	2020	8	13	+5
	2021	13	15	+2
Company-Owned*	2019	15	15	0
	2020	15	15	0
	2021	15	16	+1
Total Outlets	**2019**	22	23	+1
	2020	23	28	+5
	2021	28	31	+3

* The outlets listed as “company-owned” outlets are owned by our affiliate, Money Pages of Florida, and are not subject to a franchise agreement. Money Pages of Florida’s outlets do not pay any fees to us. See Exhibit E-4 for a list of company/affiliate-owned outlets.

Table No. 2: Transfers of Outlets from Franchisees to New Owners
For years 2019, 2020 and 2021

State	Year	Number of Transfers
Total	**2019**	**0**
	2020	**0**
	2021	**0**

Table No. 3: Status of Franchised Outlets
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
California	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Florida	2019	3	1	0	0	0	0	4
	2020	4	1	0	0	0	1	4
	2021	4	0	0	0	0	0	4
Georgia	2019	1	1	1	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	3
South Carolina	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Tennessee	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Virginia	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	1	0	1
Total	**2019**	**7**	**2**	**1**	**0**	**0**	**0**	**8**
	2020	**8**	**7**	**1**	**0**	**0**	**1**	**13**
	2021	**13**	**3**	**0**	**0**	**1**	**0**	**15**

**Table No. 4: Status of Company-Owned Outlets*
For years 2019 to 2021**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida**	2019	14	0	0	0	0	14
	2020	14	0	0	0	0	14
	2021	14	0	0	0	0	14
Georgia	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Virginia	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total	2019	15	0	0	0	0	15
	2020	15	0	0	0	0	15
	2021	15	0	1	0	0	16

* The outlets listed as "company-owned" outlets are owned by our affiliate, Money Pages of Florida, and are not subject to a franchise agreement. Money Pages of Florida's outlets do not pay any fees to us. See Exhibit E-4 for a list of company/affiliate-owned outlets.

** 14 of the 15 "company-owned" outlets listed above are operated out of a single office by our affiliate in Jacksonville, Florida.

Table No. 5: Projected Openings as Of December 31, 2021

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Indiana	1	1	0
Totals	**1**	**1**	**0**

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experiences with Money Pages Franchising Group, LLC. During the last three years, no current or former franchisees have signed a confidentiality agreement.

Exhibit E-1 lists the names of all franchisees and area developers as of the end of our most recent fiscal year, with their addresses and telephone numbers as of the issuance date of this Disclosure Document. Area developers will be noted separately in this Exhibit.

Exhibit E-2 lists franchisees and area developers who signed Franchise Agreements and Development Agreements during our last fiscal year, for Money Pages Businesses which are not yet operational as the issuance date of this Disclosure Document. Area developers will be noted separately in this Exhibit.

The name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of all franchisees and area developers who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or Development Agreement during our most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document are listed in Exhibit E-3 of this Disclosure Document. Area developers will be noted separately in this Exhibit.

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

Exhibit E-4 contains a list of Money Pages of Florida's licensees as of December 31, 2021. Licensees operate under license agreements which contain very different terms and conditions than your

Franchise Agreement. Exhibit E-4 also contains a list of Money Pages Businesses operated by Money Pages of Florida.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Money Pages franchise system. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no franchisee organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Exhibit F contains: (i) our audited financial statements for the years ended December 31, 2021, December 31, 2020, and December 31, 2021;

ITEM 22

CONTRACTS

The following agreements are exhibits:

Franchise Agreement	Exhibit A
Development Agreement	Exhibit B

ITEM 23

RECEIPTS

Exhibit H of this Disclosure Document has 2 detachable receipts attached. Please sign and date each of them as of the date you received this Disclosure Document and return one copy to us.

EXHIBIT A

FRANCHISE AGREEMENT
See attached.

FRANCHISE AGREEMENT

between

MONEY PAGES FRANCHISING GROUP, LLC

and

_____

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FRANCHISE AGREEMENT

This franchise agreement ("**Agreement**"), dated _____ (the "**Effective Date**"), is entered into by and between MONEY PAGES FRANCHISING GROUP, LLC, a Florida limited liability company having an address at 7892 Baymeadows Way, Jacksonville, Florida 32256 ("**we**," "**our**," or "**us**"), and _____, an _____ having an address at _____ and _____ _____'s principals _____ an individual residing at _____ _____ and _____ an individual residing at _____. _____ _____ and principals shall be collectively referred to as "you", "your" or the "Franchisee". In consideration of the following mutual promises, the parties agree as follows:

1. *The Franchise.*

1.1 We have developed a unique concept and system (the "**System**") that is operated through businesses ("**Money Pages Businesses**") that market, produce and distribute monthly direct-mail coupon magazines ("**Monthly Magazines**") under the name "Money Pages" and such other trademarks, trade names and service marks as are now designated (and may hereafter be designated by us in writing) as part of the System (the "**Proprietary Marks**"). Before signing this Agreement, you have read our Franchise Disclosure Document ("**FDD**") and independently evaluated and investigated the risks of purchasing a franchise specifically, including such factors as current and potential market conditions, owning a franchise and various competitive factors. Following your investigation, you wish to enter into this Agreement to obtain a franchise to use (i) the System and (ii) the Proprietary Marks to operate a Money Pages Business for marketing, producing and distributing Monthly Magazines in a designated area (the "**Franchised Business**").

1.2 We have designed the System so that the public associates the Franchised Business with high quality standards. The System includes, without limitation: (i) the Proprietary Marks; (ii) designated sources and suppliers; (iii) management, sales, personnel and operational training programs, materials and procedures; (iv) standards and specifications for operations, marketing, production and equipment described in our confidential manuals, as amended by us from time to time (collectively, the "**Manual**"); (v) training, expertise, knowledge, confidential information, trade secrets and methods of operating a Money Pages Business; (vi) marketing, advertising and promotional programs; and (viii) other specific processes for development of Monthly Magazines.

2. *Grant.*

2.1 We grant to you the right, and you hereby undertake the obligation, upon the terms and conditions set forth in this Agreement: (a) to establish and operate the Franchised Business in compliance with all mandatory specification, standards, operating procedures and rules that we periodically prescribe for Money Pages Businesses, and (b) to use the Proprietary Marks and the System solely in connection with operating the Franchised Business.

2.2 Subject to your compliance with all of the terms and conditions of this Agreement and the provisions of Section 2.4 related to National/Regional Account Contracts (defined below), we grant you the exclusive right to operate the Franchised Business solely in connection with (i) the marketing, promotion and sale of advertising and marketing that will appear in Monthly Magazines (the "**Products and Services**") within the franchise territory (the "**Franchise Territory**") specified in Attachment 2 and (ii) the marketing, producing and distributing of Monthly Magazines to consumers in the Franchise Territory. The Franchise Territory shown in Attachment 2 is an area with that contains up to 50,000

households. We may determine the boundaries of the Franchise Territory using the most current data from any demographic information provider and/or public information (including public information available on counties, municipalities, zip code, voting districts) we deem appropriate. Your Franchise Territory may change periodically as the demographics change (e.g. the number of households in your Franchise Territory expands beyond 50,000 households). We will determine the number of households in each zip code in the Franchise Territory using the most current data from any demographic information provider and/or public information (including public information available on counties, municipalities, zip code, voting districts) we deem appropriate. We have sole discretion in determining the composition and boundaries of each franchise territory in the System (including the Franchise Territory) and we have no obligation to expand or shrink your Territory. Any adjustments to the boundaries of the franchise territories for Money Pages Businesses (including the Franchise Territory) will be adjusted annually on January 1st of each year. We may also adjust the boundaries of your Franchise Territory if you fail to meet the Minimum Performance Standards (defined below) set forth in Section 8.9 below.

2.3 We shall not grant a franchise for a Money Pages Business in the Franchise Territory, nor will we operate a Money Pages Business or distribute Monthly Magazines bearing the Proprietary Marks in the Franchise Territory. You acknowledge that the System may be supplemented, improved and otherwise modified from time to time by us; and you agree to comply with all our reasonable requirements in that regard, including offering and selling new or different products or services as part of the Products and Services offered by the Franchised Business. The Products and Services include premium products designated by us in the Manual ("**Premium Products**"), including detached address label (DAL) cards, inserts, wraps, flyers and menus. You may solicit customers located outside your Franchise Territory with our written consent if the area is not covered by us, one of our affiliates or another System franchisee.

2.4 You must participate in our national account program ("**National/Regional Account Program**"). You acknowledge and agree that we, at our discretion, may change the terms and conditions of the National/Regional Account Program from time to time. You must comply with the following terms and conditions related to the National/Regional Account Program:

2.4.1 The term "**National/Regional Accounts**" means businesses purchasing the Products and Services and which operate in more than one franchise territory or company/affiliate-owned territory. Except as provided below, and subject to other policies and procedures set forth in the Manual, you may not solicit, sell to, or service the National/Regional Account without our prior written consent. We have the right to condition our consent (although we are not obligated to grant our consent) on your agreement to comply with certain requirements and we have the right to withdraw our consent for any or no reason as we deem appropriate. If we withdraw our consent to your providing the Products and Services to one or more National/Regional Accounts, you must cease all solicitation, servicing and/or other activity (including providing the Products and Services) with respect to that National/Regional Account(s) immediately.

2.4.2 We retain the right under all circumstances to provide the Products and Services to any National/Regional Account location, wherever operated, provided, however, we may offer you the responsibility under this Agreement to provide the Products and Services through your Franchised Business that we would like to provide to the National/Regional Account location or locations (as determined by us). If we offer you the opportunity to provide the Products and Services to any National/Regional Account or National/Regional Account location, you must respond to such offer in accordance with the procedures and timeframe set forth in the Manual. If you fail to respond to our offer related an opportunity to provide the Products and Services to a National/Regional Account or a National/Regional Account location, or you fail to agree to or comply with the terms and conditions that we have established with the National/Regional Account

(the "**National/Regional Account Contract**"), you shall be deemed to have forfeited the opportunity related to such National/Regional Account or National/Regional Account location.

2.4.3 Notwithstanding anything in this Section 2.4, if any National/Regional Account wished not to be serviced by the Franchised Business, we (and our affiliates) have the right, or may authorize other System franchisees or third parties, to provide the Products and Services to the locations of the National/Regional Account. If you fail to accept the offer in the manner we specify (including the terms of the National/Regional Account Contract), we (and our affiliates) also have the right, or may authorize other System franchisees or third parties, to provide the Products and Services to the locations of the National/Regional Account. You are not permitted to negotiate the cost for providing the Products and Services to a National/Regional Account under any circumstances or conditions. Our rights to provide the Products and Services directly to National/Regional Accounts under this Section 2.4.3 include the right to place advertising for National/Regional Accounts in the Monthly Magazines for your Franchise Territory under the terms of the National/Regional Account Contracts for such National/Regional Accounts.

2.4.4 If you default under this Agreement for any reason, we may cease to make the National/Regional Account Program available to you.

2.4.5 You shall follow all additional terms, conditions, rules, regulations and procedures set forth in the Manual related to the National/Regional Account Program.

2.5 Except as expressly limited by this Section 2, we and our affiliates retain all rights with respect to Money Pages Businesses, the Proprietary Marks, the System, the Products and Services, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire. Specifically, but without limitation, we and our affiliates reserve:

2.5.1 The right to market products other than the Products and Services within the Franchise Territory under a different brand name or mark.

2.5.2 The right to establish and operate, and grant rights to other System franchisees to establish and operate, Money Pages Businesses or similar businesses at locations outside the Franchise Territory, and on any terms and conditions we deem appropriate.

2.5.3 The right to offer any Products and Services and related products identical or similar to, or dissimilar from whether identified by the Proprietary Marks or other trademarks or service marks through any distribution channels we think best (including the Internet).

2.5.4 The right to purchase or otherwise acquire the assets or controlling ownership of one or more businesses identical or similar to Money Pages Businesses (and/or franchise, license, and/or similar agreements for such businesses), some or all of which might be located anywhere.

2.5.5 The right to be acquired (regardless of the form of transaction) by a business identical or similar to Money Pages Businesses, even if the other business operates, franchises and/or licenses competitive businesses anywhere.

2.5.6 The right to engage in any other business activities not expressly prohibited by this Agreement, anywhere.

2.6 For purposes of this Agreement, (i) the term "**affiliate**" means any person (includes parents and subsidiaries) that, directly or indirectly, controls, is controlled by or is under common control with, the referenced party (ii) the term "**person**" means a natural person, partnership, limited partnership, limited liability company, corporation, trust, estate, association, unincorporated association or other entity, and (iii) the term "**entity**" means a corporation, partnership, limited partnership, or limited liability company.

3. ***Term and Successor Term.***

3.1 This Agreement shall be in effect upon its acceptance and execution by us and, except as otherwise provided herein, the term of this Agreement shall expire seven (7) years from the Effective Date (the "**Term**")

3.2 If you meet certain conditions, then you will have the option to acquire three (3) successor franchise terms. Each of the three (3) successor terms will be for five (5) years, for a total of fifteen (15) years. The qualifications and conditions for the first successor term are described in Section 3.3 below. The qualifications and conditions for the second successor term will be described in the form of franchise agreement signed upon the expiration of this Agreement.

3.3 When this Agreement expires, you shall satisfy the following conditions to acquire the first successor franchise term:

3.3.1 You shall give us written notice of your election to renew no more than nine (9) months and no less than six (6) months before the Term expires;

3.3.2 You shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, any other agreement between you and us or our affiliates, or any standards applicable to you; and you shall have substantially complied with all the terms and conditions of such agreements during the terms thereof;

3.3.3 You shall have satisfied all monetary obligations owed by you to us and our affiliates, and shall have timely met those obligations throughout the Term;

3.3.4 You shall be current in the payment of all obligations to lenders, lessors, contractors, vendors and suppliers of the Franchised Business;

3.3.5 You shall execute our then-current form of franchise agreement for such successor term as are provided by this Agreement, which shall supersede this Agreement in all respects (except for the number of remaining successor terms which shall be governed by this Agreement), and the terms of which may differ from the terms of this Agreement;

3.3.6 You and your owners and employees shall comply with our then-current qualification and training requirements;

3.3.7 You shall execute a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and our respective officers, directors, shareholders, agents and employees; and

3.3.8 You shall pay us a successor fee of two thousand dollars ($2,000).

4. ***Our Responsibilities.***

4.1 We provide you, on loan, one copy of the Manual. The Manual may consist of printed manuals, computerized documents or software, information provided on the internet or an extranet, audiotapes, videotapes or any other medium we adopt periodically for use with the System and designate as part of the Manual.

4.2 We will provide you with initial and ongoing training as set forth in Section 6.

4.3 We may provide templates for forms, brochures, prospectuses and sales literature for use in selling Products and Services. We may require that you purchase marketing and collateral materials from us, our affiliate, or a designated third party.

4.4 We, our affiliates and/or one or more third parties we designate may provide (i) technology and licensing connected to the Computer System, the System Website, the Unit WebPage(s), the Intranet (as those terms are defined below), or other technology that we develop or approve for use in connection with the System; and/or (ii) related support and services, including, without limitation, search engine optimization, online marketing, and digital (online) magazines for Money Pages Businesses (collectively, "**Technology Services**"). We reserve the right to charge both upfront and monthly fees for Technology Services ("**Technology Fees**"), which are subject to change and which we may collect separately or incorporate into the Royalty Fee described in Section 5.2 below. You will be required to pay a separate Technology Fee for each of your first two (2) territories. In connection with Technology Services, you must execute such other purchase, license and/or service agreements as we designate from time to time in connection with any Technology Services.

4.5 We provide you with materials associated with the Grand Opening Marketing Package tier selected upon execution of this Agreement.

4.6 We review, and shall have the right to approve or disapprove, all advertising, public relations, and promotional materials which you propose to use, pursuant to Sections 14.4 and 14.6.

4.7 We provide periodic and continuing advisory assistance to you as to development, promotion and sale activities for the Franchised Business, at such times, and in such amount, as we deem necessary.

4.8 We conduct, as we deem advisable, field visits to the Franchised Business to evaluate your operation of the Franchised Business.

4.9 We will establish standards for the Monthly Magazine.

4.10 We will provide, or designate our affiliates and/or our suppliers to provide, mandatory support services and products to you ("**Mandatory Service Providers**") for fees designated by the Mandatory Service Providers. There may be only one Mandatory Service Provider for all or certain support services and products, and we and/or one of our affiliates may be the only Mandatory Service Provider. We, our affiliates, or our suppliers may offer optional support services and products to you ("**Optional Service Providers**") for fees designated by the Optional Service Providers. We will designate what services and products must be obtained from Mandatory Service Providers and you must obtain those services and products from the Mandatory Service Providers we designate. We will also designate what services and products may be obtained from Optional Services Providers and you may, at your option, obtain those services and products from the Optional Service Providers we designate. Attachment 3 lists certain mandatory support services and products and optional support services and products we offer as a

Mandatory Service Provider and/or Optional Service Provider and the service fees we charge for such services, as of the Effective Date. From time to time, we may unilaterally, and without your consent, change the mandatory support services and products and optional support services and products we offer as a Mandatory Service Provider and/or Optional Service Provider and the service fees we charge for those services and products, provided the change is made for all Money Pages Business. Any such change in a service fee will be effective thirty (30) days after we provide notice to you.

4.11 We will coordinate the design, printing and delivery of the Monthly Magazines for the Franchise Territory through the Mandatory Service Providers. Currently, (i) we are the Mandatory Service Provider for designing and printing the Monthly Magazine, and (ii) the United States Postal Service is the Mandatory Service Provider for delivering the Monthly Magazines.

4.12 You must use, and we will provide billing, payment disbursement, and customer billing response services we designate ("**Accounting Services**") in consideration for your payment of the Royalty Fee (defined below). You will be responsible for all collection issues related to past due customer accounts for the Franchised Business. As part of the Accounting Services, we will be responsible for billing customers of the Franchised Business for Products and Services provided through the Franchised Business. Twice each week during the Term, we will disburse payments we receive for the Franchised Business to you, minus any deductions ("**Adjustments**"). Adjustments may include, without limitation, corrections of errors in billings, reductions for legal and/or third party collection expenses, or adjustments to billings to refund, reduce or cancel such billings in our sole discretion. You shall use your best efforts to assist us in performing the Accounting Services. We have the right to deduct any fees or amounts you owe us or our affiliates, including all amounts owed under this Agreement, from the disbursements to you under this Section.

4.13 You acknowledge and agree that any duty or obligation imposed on us by this Agreement may be performed by a designee, employee, agent, vendor or supplier of ours, as we may direct.

5. *Fees.*

5.1 In consideration for the franchise granted herein, you have paid us an initial franchise fee in the amount of fifty thousand dollars ($50,000) ("**Initial Franchise Fee**"), receipt of which is hereby acknowledged, which is fully earned and non-refundable in consideration of administrative and other expenses incurred by us in entering into this Agreement and for our lost or deferred opportunity to franchise others within the Franchise Territory. As stated in Section 2.2 above, the standard Franchise Territory contains up to 50,000 households.

5.2 Each month starting on the Commencement Date (defined below), you shall pay to us:

5.2.1 a monthly "**Royalty Fee**" for the Franchise Territory equal to three thousand dollars ($3,000); and

5.2.2 a monthly "**Marketing Fund Contribution**" to the Fund equal to two hundred fifty dollars ($250), as specified in Section 14 hereof; and

5.2.3 a monthly **"Technology Fee"** equal to two hundred fifty dollars ($250), as specified in Section 4.4.

The Royalty Fee and Marketing Fund Contribution shall be due each month at least five (5) days prior to the print date for the Monthly Magazine for such month, but in no event will such amounts be paid later

than the last date in the month. Notwithstanding anything to the contrary, the amount of the Royalty Fee and Marketing Fund Contribution shall be subject to annual increases during the Term that will not exceed fifteen percent (15%) in any annual period. Additionally, there will be an extra $200 monthly Royalty Fee each time you include Premium Products in a Monthly Magazine.

5.3 Any payment, contribution, amount, statement, or report not actually received by us on or before the due date shall be overdue. If any payment, contribution or amount is overdue, you shall pay us immediately upon demand, in addition to the overdue amount, interest on such overdue amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies we may have. If any payment or contribution (i) submitted by check is returned or dishonored or (ii) submitted by draft, transfer, debit or otherwise is returned or dishonored, you shall pay us immediately upon demand, in addition to the amount due, a fee of one thousand dollars ($1,000) in connection with the such returned or dishonored check, draft, transfer or debit to compensate us for our additional administrative expenses.

5.4 Before the Commencement Date, you agree to sign and deliver to us our current form of "Authorization Agreement for Prearranged Payments" a copy of which is attached to this Agreement as Attachment 7 (the "**Authorization**"). The Authorization gives us the right to (i) debit your business checking account automatically for any payment, contribution or amount due under this Agreement and for your purchases from us and/or our affiliates (the "**Electronic Depository Transfer Account**" or "**EDTA**") and (ii) deposit amounts in the EDTA in connection with the Accounting Services. We will debit the EDTA for these amounts on their due dates and credit the EDTA as provided in Section 4.12 above. You agree to ensure that funds are available in the EDTA to cover our debits. In connection with our Accounting Services, we will credit the excess against the amounts we otherwise would debit from your EDTA during the following period. We may permit or require you to pay any amounts due under this Agreement or otherwise by means other than automatic debit (e.g., by check or credit card), when we deem appropriate, and you agree to comply with our payment instructions. In the event we permit or require you to use such other means, we reserve the right to charge you a convenience fee of up to Seven Hundred Fifty Dollars ($750) per transaction.

5.5 You shall not delay, withhold or set-off any payments or contributions due hereunder against any monetary or other claim it may have against us. Notwithstanding any designation by you to the contrary, all payments made to us hereunder will be applied by us at our discretion to any of your past due indebtedness.

6. ***Training.***

6.1 Prior to the Commencement Date, you (or your approved Designated Owner (as defined in Section 20.1)) shall attend and complete to our satisfaction the initial training offered by us. We provide initial training for up to two (2) trainees; provided, however, you (and if you are other than an individual, your Designated Owner) shall be one (1) of the trainees. At our option, any persons employed by you as a manager of the Franchised Business shall attend and complete our training program for business managers, to our satisfaction. You shall pay us our then-current training fee for each manager trained. We may also charge our then-current training fee if we agree to train more than two (2) trainees as part of the initial training described in this Section 6.

6.2 You (or your Designated Owner and such other owners of a beneficial interest in you as we may request) and your other employees (if applicable) shall also attend such additional courses, seminars, conferences and other training programs as we may reasonably require from time to time. You may also be required to purchase training films or other instructional materials as we specify from time to time in the

Manual or otherwise. You (or your approved Designated Owner) must attend at least one national or regional conference in any calendar year. All training programs conducted by us will be at such times and places designated by us. You may be required to pay a fee to us, or to trainers designated by us, for training courses, seminars and programs provided after the initial training programs described in this Section 6. In addition to any required fees for attendance, you or your employees will be responsible for any and all other expenses incurred by them in connection with all initial training programs, and other training and meetings, including the costs of transportation, lodging, meals and wages. We have the right to provide any of the training described in this Section 6 through online training programs (including webinars) or self-study programs that we provide or make available from time to time.

7. *Opening.*

7.1 You agree to have an office for the Franchised Business only at the location specified in Attachment 2 (the "**Office**") which must meet our specifications. If your Office is a home office, some of our specifications for a home office include, among other things, having the following that have been authorized by us: (i) a quiet, designated space in your home for the Office and (ii) access to a specific off-site conference room at a business location where you can meet with customers and prospective customers. As long as your Office is a home office, you shall continue to satisfy our requirements for a home office which we may modify from time to time. If we determine your home office no longer meets our requirements for a home office or that a home office does not (or no longer) meets the needs for the Franchised Business or the Franchise Territory, you must obtain an Office at a business location. If, at the time of signing this Agreement, Attachment 2 does not specify the location for the Office for the Franchised Business because the location has not been authorized by us, you shall (i) look for proposed locations for the Office, (ii) obtain our authorization for a location for the Office within thirty (30) days of the Effective Date, and (iii) (if applicable) acquire the Office or enter into a lease/sublease for the Office within sixty (60) days of the Effective Date. In connection with obtaining our authorization for the location of the Office, you must provide to us any information we request in considering the proposed location as the Office. We reserve the right to approve or reject the site where you propose to locate your Office. After our approval of a site for your Office, you will not relocate the Office without our prior written consent. The Office must be designed (including the layout and appearance), furnished and equipped in accordance with our specifications and requirements set forth in the Manual.

7.2 You shall commence operating the Franchised Business (the "**Commencement Date**") within sixty (60) days after the Effective Date. Prior to the Commencement Date, you must:

7.2.1 furnish and equip the Franchised Business at your expense;

7.2.2 use the Office only for the operation of the Franchised Business or, if approved by us, such other authorized activities for which you have obtained written consent;

7.2.3 obtain, at your expense, all appropriate permits, certificates, licenses, and training, which may be required by us, and other governmental and regulatory agencies to operate the Franchised Business; and

7.2.4 obtain our written approval prior to opening the Franchised Business, which approval shall not be unreasonably withheld.

7.3 You must publish your first Monthly Magazine within ninety (90) days following the Commencement Date.

8. *Your Responsibilities.*

8.1 You understand and acknowledge that every detail of the System is important to you, us and other System franchisees in order to develop and maintain high operating standards, to increase the demand for Products and Services sold under the System, and to protect us and our affiliates reputation and goodwill. You must operate the Franchised Business in strict conformity with such standards and specifications as we may from time to time prescribe in the Manual or otherwise in writing and shall refrain from deviating from such standards, specifications and procedures without our prior written consent.

8.2 You (or your Designated Owner) shall devote full-time and best efforts to the management and operation of the Franchised Business. You (or your Designated Owner) shall be responsible for the day-to-day operations of the Franchised Business. Although you may delegate some of your duties to subordinate managers or employees of the Franchised Business, you will remain fully responsible for their performance. At all times after the Commencement Date, the Franchised Business must have two (2) full-time sales people that devote full-time best efforts to selling the Products and Services. You (or your Designated Owner) may count toward the two (2) full-time sales people if you (or your Designated Owner) devote full-time best efforts to selling the Products and Services, as may be required by us.

8.3 Within thirty (30) days after the Effective Date, you must select, and purchase from us, a Grand Opening Marketing Package. You must pay to us an amount equal to (i) three thousand dollars ($3,000) if you select a Tier 1 Grand Opening Marketing Package; (ii) five thousand dollars ($5,000) if you select a Tier 2 Grand Opening Marketing Package; or (iii) ten thousand dollars ($10,000) if you select a Tier 3 Grand Opening Marketing Package. The products and services that we will provide you in your Grand Opening Marketing Package may vary under the circumstances, and will depend on the Tier that you select.

8.4 The Monthly Magazine must comply with our design standards and print standards and the Monthly Magazine must be produced using our designated suppliers. The Monthly Magazine shall be mailed to single and multi-family dwelling in the Franchise Territory that meet our criteria set forth in the Manual. You must comply with all production and proofing deadlines for the Monthly Magazine as set forth by us in the Manual.

8.5 You must offer, sell and provide all required Product and Services as specified in the Manual or otherwise in writing by us, and refrain from offering, selling or providing any other services or products not approved for sale by us under the System or from any deviation from our standards and specifications for offering, sell or providing Products and Services. You must discontinue selling and offering for sale any Products or Services as we may in our sole and absolute discretion, disapprove in writing at any time or which have not first been approved by us.

8.6 You must take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous and knowledgeable service; and meet such minimum standards as we may establish from time to time in the Manual. You and your employees shall handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from our name and goodwill. You will use the system designed by us for training employees.

8.7 You must not implement any change to the System (including the use of any products or supplies not already approved by us) without our prior written consent. Without limiting any other provisions in this Agreement, we have the perpetual and exclusive (i) right of ownership and use and (ii) authority to license, all ideas, plans, innovation, enhancement, improvements, invention, concepts, formulas, methods and techniques relating to the development or operation of a Money Pages Business or any similar business conceived or developed by you or your employees during the Term (collectively,

"**Innovations**"). We shall have all right, title and interest in any Innovations, without compensation to you, and you shall have no right, title or interest whatsoever in any and all Innovations. You will immediately disclose to us any Innovations. If we, at our sole discretion and expense, elect to file a copyright, domain name registration or similar protection relating to any such Innovations, you will execute such documents and provide us with such information as we may reasonably request in order to perfect such a filing. We shall not be obligated to approve or accept any request to implement any Innovation. We may from time to time revoke our approval of any particular change or amendment to the System. Upon receipt of written notice of such revocation, you shall modify your activities in the manner described by us.

8.8 In connection with operating the Franchised Business, you must meet the following requirements (the "**Minimum Performance Standards**"):

8.8.1 You must print the first Monthly Magazine with ninety (90) days of Commencement Date;

8.8.2 All Monthly Magazines printed in first six (6) months after the Commencement Date must be at least sixteen (16) pages. Beginning in the seventh (7th) month following the Commencement Date, all Monthly Magazines must be at least twenty four (24) pages. Beginning in the thirteenth (13th) month after the Commencement Date and continuing on throughout the duration of the Term, all Monthly Magazines must be at least thirty two (32) pages.;

8.8.3 Your Franchised Business must collect a monthly billable revenue equal to or greater than the sum of costs associated with the print and postage costs, Royalty Fees, Design Fees, Technology Fees, and Marketing Fund Contributions. Your failure to meet this requirement more than four (4) months of any rolling twelve- (12)-month period, shall be a default of this Agreement; and

8.8.4 You must submit your clients' original design tickets on or before the monthly deadlines specified by us.

If you are in compliance with the Minimum Performance Standards, after the first six (6) Monthly Magazines you print, we may permit you to insert exclusive products, such as DAL and separate direct mail pieces, into your Monthly Magazines; offer digital products (provided you have completed our digital certification training to our satisfaction); and offer stand-alone mailing products separate from your Monthly Magazine (provided you provide us a valid state sales tax identification). If you fail to maintain the Minimum Performance standards for three (3) or more consecutive Monthly Magazines, in addition to our other rights as outlined in this Agreement, we reserve the right to revoke your eligibility to offer these products and services until you are again in compliance with the Minimum Performance Standards.

If you fail to comply with the Minimum Performance Standards, we may terminate this Agreement under Section 17, or reduce the boundaries of the Franchise Territory to a lesser area that we determine; limit your ability to offer advertising trade, discounted advertising, complimentary upgrades, or free promotional advertising; or require additional training at your expense.

8.9 As required by us, we may establish, or contract with third-parties to provide, customer service, shopper experience; other service programs designed to audit, survey, or evaluate business operations for Money Pages Businesses ("**Customer Experience Programs**"). You must participate in all Customer Experience Programs we designate for the System and pay any fees associated with the Franchised Business. We have the right to specify all aspects of Customer Experience Programs, the required level of participation for System franchisees, and the provider of the Customer Experience Programs (which may

be us or an affiliate of ours). We may also establish, or contract with third-parties to provide, call tracking or other marketing services for your Franchised Business and/or its customers, and charge you a reasonable fee to cover the cost of such services. These fees may increase as costs increase and may include an administrative fee for us.

8.10 You shall be solely responsible for all employment decisions and functions of the Franchised Business, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision and discipline of employees.

8.11 We may designate, at any time and for any reason, a single or multiple suppliers for products, services, supplies, furnishings and equipment for Money Pages Businesses and require you to purchase exclusively from such designated supplier or suppliers, which exclusive designated supplier(s), may be us or an affiliate of ours. If we designate ourselves as a supplier, we have the right to earn a profit on any products or services we supply/provide. We and our affiliates may receive payments, discounts or other consideration from suppliers in consideration of such suppliers' dealings with you and/or the System, and may use all amounts received by us without restriction. We are not required to give you an accounting of supplier payments or to share the benefit of supplier payments with you or other System franchisees operating Money Pages Businesses. Withstanding our right to designate single or multiple suppliers, if you propose to use at the Franchised Business any product, brand, supply, or service that we have not then approved as meeting our minimum specifications and standards, or to purchase any product or service from a supplier that we have not then approved or designated, you first must notify us and, at our request, submit samples and any other information we require to determine whether the product, service, or supplier meets our standards for the System. We may charge you or the supplier a reasonable amount for the inspection and evaluation. We need not approve your request and we do not intend to do so if we already have designated specific products, services, and/or suppliers or otherwise have imposed restrictions on the supply system. We will not approve you or another System franchisee to be a supplier of any products or services to Money Pages Businesses. We also have the right to re inspect any supplier's products, services, and facilities and to revoke our approval of any products, service, or supplier.

8.12 You shall refrain from using or permitting the use of the Franchised Business for any other purpose or activity at any time without first obtaining our written consent; and shall operate the Franchised Business in strict conformity with such methods standards and specifications as we may from time to time prescribe in the Manual or otherwise in writing. You shall refrain from deviating from such standards, specification and procedures without our prior written consent.

8.13 You shall participate in advertising and promotional programs developed by us for the System, in the manner directed by us in the Manual or otherwise in writing.

8.14 The failure or repeated delay in making prompt payments in accordance with the terms of invoices and statements rendered to you for purchases of products, supplies, equipment, services and other items, whether purchased from us or others, or defaults in making payments due hereunder or under any other agreement entered into in connection with the operation of the Franchised Business, will result in a loss of credit rating and standing which will be detrimental to us and other System franchisees. You agree to pay when due all amounts which you owe to anyone for products, supplies, equipment, services and other items used in connection with the Franchised Business and all payments owed hereunder or under any other agreement entered into in connection with the operation of the Franchised Business. You must notify us immediately when and if you become more than thirty (30) days delinquent in the payment of any of the obligations mentioned above.

8.15 You must follow our policies and procedures in the Manual for (i) referrals of customers to and from other Money Pages Businesses and (ii) cross sales involving other Money Pages Businesses.

8.16 We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services, and you agree to follow such pricing requirements.

9. *Computer System.*

9.1 To ensure the efficient management and operation of the Franchised Business, and the transmission of data to and from us, you, at your expense, must (i) purchase or lease, and thereafter maintain, such computer and communication hardware and point of sale system hardware, handheld computer devices or accessories, required dedicated telephone, broadband and/or other internet and communication access services and power lines, modems, printers, facsimile and other computer related accessories or peripheral equipment as we specify in the Manual which, at our option, we may require to be purchased or obtained from suppliers or vendors we designate, and (ii) acquire computer and communication software as we specify in the Manual which, at our option, we may require to be purchased or obtained from suppliers or vendors we designate (collectively, the "**Computer System**"). You acknowledge that we will have no liability to you in connection with any Computer System problems, including any problems caused by any approved supplier or service provider providing products or services related to the Computer System. Additionally, we have established and may establish Websites (defined below), including a Website providing private and secure communications between us, you, System franchisees, licensees and other persons and entities as determined by us, in our sole discretion ("**Intranet**"). You agree to the following:

9.1.1 Your Computer System must have the capacity to electronically exchange information, messages and other data with other computers, by such means (including the Internet and the Intranet), and using such protocols (e.g. TCP/IP), required in the Manual or otherwise in writing. You must maintain at all times, access to the Intranet in the manner specified by us in the Manual or otherwise in writing. If required by us, you must execute such agreements or acknowledge such policies as we may prepare for use of the Intranet, and you agree at all times to comply;

9.1.2 You will provide us with full access to the Computer System and to all data associated with the operation of the Franchised Business. We will have the right and at any time, to retrieve data and information relating to the operations of the Franchised Business from your Computer System direct access, by internet connection, modem or other requested means, and use it for any reasonable business purpose both during and after the Term. We may specify in the Manual or otherwise in writing the information that you must collect and maintain on the Computer System installed at the Franchised Business, and you must provide to us reports as we may request from the data collected and maintained, which must be in the form and format we designate;

9.1.3 You must keep your Computer System in good maintenance and repair and, at your expense, must promptly install such additions, changes, modifications, substitutions and/or replacements to the Computer System, telephone and power lines and other computer related facilities, as we direct. You will have the sole and complete responsibility for: (a) acquiring, operating, maintaining and upgrading your Computer System; (b) the manner in which your Computer System interfaces with our computer systems and the computer systems of third parties; and (c) any and all consequences that may arise if your Computer System is not properly operated,

maintained or upgraded. We will endeavor to give you four (4) months' advanced notice of any major required upgrade to the Computer System;

9.1.4 We may develop or authorize others to develop software programs or other technology for use in the System, which you may be required to purchase and/or license and use in connection with the Franchised Business and for which you may be required to execute a license, sublicense or maintenance agreement with us or the approved vendor; and

9.1.5 If required by us, you must (i) contract with any service providers designated by us to provide infrastructure, platforms and/or computing services and resources to be used in connection with or as part of the Computer System (e.g. web hosting services, cloud computing services) as required by us in the Manual or otherwise or (ii), if required by us, obtain such services and resources under any contracts or arrangements we establish to obtain such services and resources for the System.

9.2 You must abide by all applicable laws pertaining to the privacy of customers, employees and transactional information ("**Privacy Laws**"). You must also comply with our standards pertaining to privacy information. If there is any conflict between our standards related to privacy information and the Privacy Laws, you must (i) comply with the Privacy Laws, (ii) immediately give us written notice of said conflict and (iii) promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards pertaining to privacy information.

9.3 You shall, at all times, maintain credit card relationships with such companies, issuers or sponsors, financial center services and electronic fund transfer systems as we may designate from time to time in order that you may accept customers' credit and debit cards and other methods of payment designated by us ("**electronic payments**"). You agree to comply with our standards for processing electronic payments and any costs to do so are at your expense. You agree to abide by: (a) the Payment Card Industry Data Security Standards ("**PCIDSS**") enacted by the applicable Card Associations (as they may be modified from time to time or as successor standards are adopted); (b) the Fair and Accurate Credit Transactions Act ("**FACTA**"); and (c) all other standards, laws, rules, regulations or any equivalent thereof applicable to electronic payments that may be published from time to time by payment card companies and applicable to electronic payments ("**Electronic Payment Requirements**"). If you are required by one of the credit card companies or another third party (including any governmental body) to provide evidence of compliance with PCIDSS, FACTA, or applicable Electronic Payment Requirements, or upon our request, we may require that you provide, or make available, to us copies of an audit, scanning results or related documentation relating to such compliance. Any costs associated with an audit or to gain compliance with PCIDSS, FACTA or any Electronic Payment Requirements shall be borne by you.

9.4 You are required to notify us immediately if you suspect or become aware of a Security Breach (defined below). With the exception of any required notification to the payment card brands under PCIDSS (or other applicable standards), you agree that we will have the option to notify affected person and regulatory authorities on your behalf in accordance with applicable law. If, after consultation with you, we determine that notification is required or appropriate, you agree that you will bear all costs associated with such notification, which may include, without limitation, any costs for providing credit monitoring to affected person. Upon discovery of a Security Breach, you further agree that you will promptly investigate and remediate, at your expense, the source of such Security Breach. You shall pay all costs we incur (including legal expenses) in connection with responding to any Security Breach at the Franchised Business or involving your operations under this Agreement. For purposes of this Section, a "**Security Breach**" is any known or suspected unauthorized use, theft, access, disclosure, loss or acquisition of any Confidential Information, Manual, any Trade Secrets, your Computer System, the Intranet, or any customer information.

10. *Proprietary Marks.*

We represent with respect to the Proprietary Marks that:

10.1 An affiliate of ours ("**TM Owner**") is the registered owner of the Proprietary Marks. Through a license agreement with TM Owner, we hold an exclusive license to use, and to license others to use, the Proprietary Marks in the manner contemplated by this Agreement. We will take all steps reasonably necessary to preserve and protect the ownership and validity in and to the Proprietary Marks.

10.2 Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use of the Proprietary Marks will constitute an infringement of our rights and TM Owner's rights.

10.3 With respect to your use of the Proprietary Marks, you agree to:

10.3.1 Use only the Proprietary Marks designated by us, and to use them only in the manner authorized and permitted by us (including our directions for affixing "SM," "TM," or "®" adjacent to all Proprietary Marks);

10.3.2 Use the Proprietary Marks only for the operation and marketing of the Franchised Business;

10.3.3 Operate and advertise the Franchised Business only under the name "MONEY PAGES," and use the Proprietary Marks without prefix or suffix, unless otherwise authorized or required by us. You must not use the Proprietary Marks (including the MONEY PAGES service marks) or any name that is now, or in the future, used in connection with the System or Money Pages Businesses as part of your entity name or other legal name or to identify you or the Franchised Business in other legal or financial capacity (including in connection with bank checks, bank accounts and other financial accounts), or as part of any e mail address, domain name, URL or other identification of you or the Franchised Business in any electronic medium, unless agreed to in advance, in writing, by us. You may, as necessary to conduct the business of the Franchised Business and to obtain governmental licenses and permits for the Franchised Business, indicate that you will be operating the Franchised Business under the trade name "MONEY PAGES," provided that you must also clearly identify yourself as the owner and franchisee of the Franchised Business;

10.3.4 Identify yourself as the owner of the Franchised Business (in the manner required by us) in conjunction with any use of the Proprietary Marks, including on invoices, order forms, receipts and business stationery, as well as at such conspicuous locations at the Office;

10.3.5 Not use the Proprietary Marks to incur any obligation or indebtedness on our behalf;

10.3.6 Execute any documents deemed necessary by us to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability; and

10.3.7 Promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to TM Owner's ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. You acknowledge that we and TM Owner have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. We and

TM Owner have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by us, except you will bear the salary costs of your employees. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by you. In the event of any litigation relating to your use of the Proprietary Marks, you must execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out of pocket costs in doing such acts.

10.4 You expressly understand and acknowledge that:

10.4.1 TM Owner is the owner of all rights, titles and interests in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and that we and TM Owner have the right to use, and license others to use, the Proprietary Marks;

10.4.2 During the Term and after the expiration or termination of this Agreement, you must not directly or indirectly contest the validity of, or TM Owner's ownership of, or right to use and to license others to use, the Proprietary Marks;

10.4.3 Your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks;

10.4.4 Any and all goodwill from your use of the Proprietary Marks will inure solely and exclusively to our and TM Owner's benefit, and upon expiration or termination of this Agreement, no monetary amount will be assigned as attributable to any goodwill associated with your use of the System or the Proprietary Marks;

10.4.5 Except as specified in Section 2 above, the license of the Proprietary Marks granted to you is nonexclusive, and we thus have and retain the rights, among others: (a) to use the Proprietary Marks ourselves in connection with selling products and services; (b) to grant other licenses for the Proprietary Marks; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks or any other proprietary marks, and to grant licenses without providing any rights to you; and

10.4.6 If we decide to change, add or discontinue use of any of the Proprietary Marks, or to introduce additional or substitute proprietary marks for use in identifying the System, the Money Pages Businesses operating under the System, and/or the products and services offered by Money Pages Businesses, you, upon a reasonable period of time after receipt of written notice from us, will take such action, at your sole expense, as is necessary to comply with such changes, alteration, discontinuation, addition or substitution. We will have no liability for any loss of revenue or goodwill due to any new Proprietary Marks or discontinued Proprietary Marks.

11. *Operating Manual.*

11.1 In order to protect our reputation and goodwill and to maintain high standards of operation under the System and Proprietary Marks, you must operate the Franchised Business in accordance with the standards, specifications, methods, policies, procedures, guides and written instructions specified in the Manual. We will provide you with access to the Manual, via hardcopy, electronic access (e.g. Intranet) or otherwise, for the Term upon completion of Initial Training by the trainees required under this Agreement. The Manual may be in several volumes, including amendments we may publish. Additionally, you acknowledge and agree that we may provide a portion or all (including updates and amendments) of the Manual and other instructional information and materials in, or via, electronic media, through the use of compact disks, audiotapes, videotapes, DVDs, computer software, e-mail, the Internet or the Intranet. The Manual may include audiotapes, videotapes, DVDs, compact disks, computer software, other electronic media and/or written materials as we designate and choose to provide access.

11.2 You shall treat the Manual, any other materials created for or approved for use in the operation of the Franchised Business, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. You shall not copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

11.3 The Manual shall remain our sole property and shall be kept in a secure place at the Office. You must restrict employee access to the Manual on a need to know basis, and take such reasonable steps to prevent unauthorized disclosure or copying of any information in any printed or computerized Manual.

11.4 We may from time to time revise the contents of the Manual, and you expressly agree to comply with each new or changed standard.

11.5 You shall ensure that the Manual is kept current at all times. In the event of any dispute as to the contents of the Manual, the terms of the master copy maintained by us at our office shall be controlling.

12. *Confidential Information.*

12.1 As used in this Agreement:

12.1.1 "**Confidential Information**" means any information related to the System that we disclose to you that we designate as confidential; or that, by its nature, would reasonably be expected to be held in confidence or kept secret. Without limiting the definition of "Confidential Information," all the following shall be conclusively presumed to be Confidential Information whether or not we designate them as such: (i) the Manual; (ii) our cost information; (iii) materials describing the System; (iv) our training materials; and (v) other information we give to you in confidence, except where such information is a Trade Secret.

12.1.2 "**Trade Secret**" means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Without limiting the definition of Trade Secrets, all the following shall be conclusively presumed to be Trade Secrets whether or not we designate them as such: (i) our advertising, marketing, and public relations strategies; and (ii) our marketing analyses.

12.1.3 The terms "Confidential Information" and "Trade Secret" do not include, regardless of the means of disclosure: (i) information generally known to the trade or the public at the time we disclose it to you; (ii) information that becomes known to the trade or the public after we disclose it to you, unless it becomes known due to your breach of this Agreement; or (iii) information you can prove was known to you at the time we disclosed it to you.

12.2 You acknowledge and agree that the Confidential Information and Trade Secrets are not, by definition, generally known in the trade; that they are beyond your present skill and experience; and that for you to develop such Confidential Information and Trade Secrets on your own would be expensive, time-consuming, and difficult. You further acknowledge and agree that the Confidential Information and Trade Secrets provide you with a competitive advantage, that they will be economically valuable to you in the development of your Franchised Business, and that gaining access to such Confidential Information and Trade Secrets is therefore a primary reason why you are entering into this Agreement. Accordingly, in consideration of our disclosure of the Confidential Information and Trade Secrets, you covenant, warrant, and agree that:

12.2.1 You will not, during the Term: (i) appropriate or use any Confidential Information or Trade Secret for any purpose other than the operation of your Franchised Business under the System; (ii) disclose or reveal any portion of the Confidential Information (including the Manual) or Trade Secrets to any person, other than to your directors, officers, owners, management employees or others who (a) have a legitimate business need to know of them in order to operate your Franchised Business and (b) have executed the form of Confidentiality Agreement attached to this Agreement as Attachment D or such other form of confidentiality or nondisclosure agreement as we may prescribe from time to time; or (iii) divulge or use any Confidential Information or Trade Secrets for the benefit of any other person or entity except as we expressly authorize. A duplicate original of each Confidentiality Agreement shall be provided by you to us immediately upon execution. Your failure to obtain any Confidentiality Agreement required by this Section 12.2.1 shall constitute a material breach of this Agreement.

12.2.2 You will not, for five (5) years after the termination or expiration of this Agreement for any reason: (i) appropriate or use any Confidential Information for any purpose; or (ii) divulge or use any Confidential Information for the benefit of any other person or entity.

12.2.3 You will not, at any time after the termination or expiration of this Agreement for any reason: (i) appropriate or use any Trade Secret for any purpose; or (ii) divulge or use any Trade Secret for the benefit of any other person or entity.

12.2.4 You will not copy, duplicate, record or otherwise reproduce any of the Confidential Information or Trade Secrets, in whole or in part; store such Confidential Information or Trade Secrets in a computer retrieval or data base; or otherwise make such Confidential Information or Trade Secrets available to any third party, except as we authorize in this Agreement.

12.2.5 You will make all reasonable efforts and take all reasonable precautions required to prevent unauthorized copying or disclosure of any Confidential Information or Trade Secrets; which precautions will include, but will not be limited to, restricting access to the Confidential Information and Trade Secrets on a "need to know" basis.

12.3 You acknowledge and agree that: (i) any breach by you of Section 12.2 of this Agreement shall be conclusively presumed to constitute unfair competition; and (ii) Section 12.2 of this Agreement are

a reasonable effort under the circumstances to maintain the confidentiality of our Confidential Information and the secrecy of our Trade Secrets.

12.4 You will promptly and vigorously prosecute, to the fullest extent permitted by law, any and all breaches, by any person required to sign the Confidentiality Agreement attached to this Agreement as Attachment 4, of any of the terms, provisions, covenants, warranties, representations, promises or agreements set forth in the Confidentiality Agreement.

12.5 You must have all your employees not covered by Section 12.2.1 above sign a general confidentiality agreement that specifically identifies us as a third-party beneficiary of such agreement with the independent right to enforce it.

13. *Records and Audits.*

13.1 You shall record all order, transactions, and sales on a computer system designated by us or on any other equipment specified by us in the Manual or otherwise in writing. You shall prepare, and shall preserve for at least five (5) years from the dates of their preparation, complete and accurate books, records and accounts in the form and manner prescribed by the Manual and any applicable federal, state and local rules, laws, licensing requirements or regulations. You acknowledge and agree that if we are required or permitted by statute, rule, regulation or any other legal requirement to disclose any information regarding you or the operation of the Franchised Business, including, without limitation, earnings or other financial information, we shall be entitled to disclose such information. In addition, you hereby expressly permit us to disclose any such information to potential purchasers (and their employees, agents and representatives) of ours in connection with the sale or transfer of any equity interests or assets of ours or any merger, reorganization or similar restructuring of ours. The reporting requirements in this Section 13 shall be in addition to, and not in lieu of, the electronic reporting requirements in Section 9.

13.2 You shall, at your expense, submit to us in the form prescribed by us, the following reports, financial statements and other data with a statement by you that such materials are true and accurate:

13.2.1 No later than five (5) days after the end of month, you must provide a monthly report accurately reflecting all orders, transactions, contracts and sales during the preceding month;

13.2.2 A statement of local advertising and promotion expenditures made pursuant to Section 14.2 below for each Period (defined below) and fiscal year to date, in a form satisfactory to us, along with invoices documenting such expenditures (if required by us), to be delivered within ten (10) days after the end of each Period;

13.2.3 No later than ninety (90) days after the end of your fiscal year, you must provide us with financial statements prepared and reviewed by an independent certified public accountant, showing the results of operations, including the balance sheet, income statement and statement of cash flow (and, for each the supporting notes) related to the Franchised Business during the fiscal year; and

13.2.4 Such other forms, reports, records, information and data as we may reasonably designate in the Manual or otherwise in writing.

13.3 We or our agents shall have the right at all reasonable times to examine and copy, at our expense, your books, records, accounts and tax returns. If an inspection or audit reveals that you have understated payments in any report to us, you shall immediately pay us the amount understated, in addition

to interest provided for in Section 5.4 above. In this event, we may also require that all of your future annual financial statements be audited at your expense by an independent certified public accounting firm you select and we approve. If an inspection or audit discloses an underpayment in any information or report of three percent (3%) or more, you shall, in addition to paying the understated amount with interest, reimburse us for our costs and expenses in connection with the inspection or audit, including reasonable legal and accounting fees. These remedies supplement any others we may have under this Agreement.

14. *Marketing and Promotions.*

Recognizing the value of marketing and promotion, and the importance of the standardization of marketing and promotion programs to the furtherance of the goodwill and public image of the System, we agree as follows:

14.1 We have established a marketing fund for the System (the "**Fund**"). During the Term, you shall make the monthly Marketing Fund Contribution in accordance with Section 5.2.3. The Fund shall be maintained and administered by us as follows:

14.1.1 We shall direct all marketing programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. We are not obligated, in administering the Fund, to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that any particular System franchisee benefits directly or pro rata from expenditures by the Fund;

14.1.2 Marketing Fund Contributions are not held by us in trust and we do not have any fiduciary obligation to you with respect to contribution to the Fund. Your Marketing Fund Contributions are non-refundable and, once received by us, will be used in accordance with this Agreement;

14.1.3 The Fund, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of (i) maintaining, administering, directing, conducting and preparing marketing, advertising, public relations, and/or promotional programs and materials, and (ii) any other activities, which we believe will enhance the image of the System, Money Pages Businesses, the Proprietary Marks and products and services offer under the System, including, among other things, the costs of preparing and conducting media marketing campaigns (including social media); reasonable salaries and benefits for personnel who manage and administer the Fund; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist therein; sponsorship of organizations and events, including without limitation athletic teams, fund raising activities, tournaments and other similar activities; purchasing promotional items; conducting and administering local promotions; and providing promotional and other marketing materials and services to Money Pages Businesses operating under the System;

14.1.4 You shall contribute to the Fund by making Marketing Fund Contributions made payable (or as otherwise directed for payment) to us. All sums paid by you to the Fund shall be accounted for separately and shall not be used to defray any of our expenses, except for such reasonable costs and overhead as we may incur in activities related to the direction and implementation of the Fund and marketing programs for System franchisees and the System, including costs of personnel for creating and implementing marketing, advertising and promotional programs. We shall maintain separate bookkeeping accounts for the Fund. We, upon request, shall provide you with an annual accounting of Fund receipts and disbursements; and

14.1.5 We have the right, but no obligation, to use collection agents and institute legal proceedings at the Fund's expense to collect Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Fund. Except as expressly provided in this Section 14.1.5, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund. We may at any time defer or reduce contributions of a System franchisee and, upon thirty (30) days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to System franchisees, and to us and our affiliates, in proportion to their, and our, respective Fund contributions during the preceding twelve (12) month period.

14.2 With respect to "local advertising and promotion" for the Franchised Business, you shall comply with the following:

14.2.1 Starting the month of the Commencement Date through the remainder of the Term, you shall spend at least an average of two hundred fifty dollars ($250) per month on local advertising and promotion in accordance with this Section 14.2 and the Manual. For purposes of measuring compliance with the obligations in the previous sentence, your monthly local advertising and promotion activities will be evaluated on the first six-month period of each calendar year ending on June 30th and the second six- month period of each calendar year ending on December 31st (each, a "**Period**"). After the Commencement Date, you must (i) spend at least one thousand five hundred dollars ($1,500) during each Period on local advertising and promotion and (ii) submit to us detail reports fifteen (15) days following each Period, in accordance with the procedures set forth in Section 13.2.2 or as otherwise specified by us, describing the amount of money expended on advertising, marketing and promotion during such Period (or other time period specified by us). If you fail to spend the required amount in any Period, such failure shall be a default under this Agreement. Additionally, at our request or as we may specify in the Manual, you shall submit bills, statements, invoices or other documentation satisfactory to us to evidence your advertising or marketing activities;

14.2.2 As used in this Agreement, the term "local advertising and promotion" shall refer to advertising and promotion related directly to the Franchised Business, and shall, unless otherwise specified, consist only of the direct costs of purchasing advertising materials, media (space or time), promotion, direct out of pocket expenses related to costs of advertising and sales promotion, and such other activities and expenses as we, in our sole discretion, may specify. We may provide to you, in the Manual or otherwise in writing information specifying the types of advertising and promotional activities and costs which shall not qualify as "local advertising and promotion;" and

14.2.3 Upon written notice to you, we may require you to participate in mandatory promotions as we may develop and implement from time to time.

14.3 We shall have the right to designate any geographical area for purposes of establishing a market advertising fund ("**Cooperative**"). If a Cooperative is established for the geographic area in which the Franchised Business is located, you shall become a member of such Cooperative within thirty (30) days after the date on which the Cooperative commences operation. In no event shall you be required to be a member of more than one Cooperative in connection with the Franchised Business. Each Cooperative shall be organized and governed in a form and manner prescribed or approved by us in writing. Any disputes arising among or between you, other System franchisees in the Cooperative, and/or the Cooperative, shall be resolved in accordance with the rules and procedures set forth in the Cooperative's governing documents (and, if the Cooperative's governing documents do not resolve the issue, we have a right to resolve the issue

and our determination shall be final). You shall submit to the Cooperative, at such times determined by us, amounts designated by us which amounts shall count toward the local advertising and promotion expenditure you are required to spend as provided in Section 14.2. With such Cooperative contributions, you must submit such statements or reports as may be required by us, or by the Cooperative with our prior written approval.

14.4 All marketing and promotion to be used by you, the Fund or a Cooperative shall be in such media and geographic scope, and of such type and format as we may approve, shall be conducted in a dignified manner, and shall conform to such standards and requirements as we may specify in the Manual or otherwise. In connection with all direct mail or distribution marketing campaigns, you and all Cooperatives must obtain our approval of the geographic scope or zip codes covered by such campaigns. Marketing and promotion by e-mail or other electronic media is subject to the provisions of this Section 14.4. You shall not use any marketing or promotional plans or materials that are not provided by us unless and until you have submitted the materials to us, pursuant to the procedures and terms set forth in Section 14.6 herein.

14.5 We may make available to you from time to time, marketing plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point of purchase materials, special promotions, direct mail materials and similar marketing and promotional materials produced from contributions to the Fund; provided that you acknowledges and agrees that it shall be reasonable for us to not provide any such materials to you during any period in which you are not in full compliance with your obligations to contribute to the Fund or in which we do not require contributions from you.

14.6 If you desire to use marketing and promotional plans and materials that have not been provided or previously approved by us, you shall submit samples of all such marketing and promotional plans and materials to us (as provided in Section 24 herein) for prior approval (except with respect to prices to be charged). If written notice of approval is not received by you from us within ten (10) business days of the date of receipt by us of such samples or materials, we shall be deemed to have disapproved them. All sales/marketing and collateral materials you use in connection with the operation and promotion of the Business that contain the Proprietary Marks must be designed by us. However, you may elect to have such materials printed by us or a vendor of your choosing.

14.7 You specifically acknowledge and agree that any Website (as defined below) shall be deemed "advertising" under this Agreement, and will be subject to (among other things) our approval under the provisions of Section 14.6 above. As used in this Agreement, the term "**Website**" means an interactive electronic document, series of symbols or otherwise, that is contained in a network of computers linked by communications software or other technology. The term Website includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website, you agree to the following:

14.7.1 We shall have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Proprietary Marks, any or all of the products and services offered under the System, Money Pages Businesses, the franchising of Money Pages Businesses and/or the System ("**System Website**"). We shall have the sole right to control all aspects of the System Website, including, without limitation, the System Website's design, content, functionality, links to the Websites of third parties, legal notices, and policies and terms of usage. We shall also have the right to discontinue operation of the System Website at any time;

14.7.2 You shall not establish a separate Website that displays or uses the Proprietary Marks, or any marks confusingly similar thereto, or that refers to this Agreement, you, the

Franchised Business, the Products and Services, us or the System. If you register any domain name in violation of this Section 14.7, in addition to all our other rights and remedies under this Agreement, we shall have the right to require you to transfer any such registration(s) to us or our designee, at your expense;

14.7.3 We shall have the right, but not the obligation, to designate one or more web page(s) to describe you and/or the Franchised Business ("**Unit WebPage(s)**"), with such Unit Webpage(s) to be located within the System Website. You shall comply with our policies with respect to the creation, maintenance and content of any such Unit WebPage(s); and we shall have the right to refuse to post and/or discontinue posting any content and/or the operation of any Unit WebPage(s). If we make available Unit WebPage(s) to be used for offer, selling and providing Products and Services, we will designate policies and procedures for Royalty Fees and Marketing Fund Contributions based on Products and Services offered, sold and provided through the Unit WebPage(s); and

14.7.4 We reserve the sole and exclusive right to conduct and manage all marketing on the Internet or other electronic medium, including all websites and "social media" marketing related to the System and Money Pages Businesses. You may not conduct any online marketing or establish any website or social media presence without our prior written consent. We retain the right to approve any linking to or other use of the System Website. You must comply with any Internet and social media policy that we prescribe from time to time, including prohibitions on your owners and employees from posting or blogging comments about the Franchised Business, other Money Pages Businesses and/or the System. "Social media" includes personal blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites like Instagram, and other similar social networking or media sites or tools.

14.7.5 We shall have the right to modify our policies and requirements regarding Websites as we may determine is necessary or appropriate.

14.8 You acknowledge and agree that any and all copyrights in and to advertising and promotional materials developed by or on behalf of you which bear the Proprietary Marks shall be our sole property, and you agree to execute such documents (and, if necessary, require your independent contractors to execute such documents) as may be deemed reasonably necessary by us to give effect to this provision. Any advertising, marketing, promotional, public relations, or sales concepts, plans, programs, activities, or materials proposed or developed by you for the Franchised Business or the System and approved by us may be used by us and other System franchisees without any compensation to you.

14.9 Franchisor reserves the right to create (and if created, the right to change or dissolve) a franchisee advisory council as a formal means for System franchisees to communicate ideas. In the event a franchisee advisory council is created, Franchisor may invite Franchisee to participate in council-related activities and meetings, which invitation may be based on a franchisee's level of success, superior performance and studio profitability.

15. ***Insurance.***

15.1 You must procure, before the commencement of any operations under this Agreement, and must maintain in full force and effect at all times during the Term, at your expense, (a) comprehensive general liability insurance (including public liability coverage, personal injury coverage, vehicular coverage, property damage coverage, business interruption coverage, and specialty coverage) in an amount

not less than $1,000,000 combined single limit, protecting you and us against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Franchised Business; (b) underinsured/uninsured automobile liability insurance in amounts prescribed or required by applicable law; and (c) workers' compensation insurance in amounts prescribed or required by applicable law. We may periodically require additional coverage and/or higher policy limits, as set forth in the Manual from time to time. All policies must reflect industry standards, be written by responsible carrier(s) acceptable to us, name us and our affiliates as additional insureds, and provide at least the types and minimum amounts of coverage as are specified in the Manual, which may be modified by us from time to time.

15.2 Your obligation to obtain and maintain the policy or policies in the amounts specified in the Manual will not be limited in any way by reason of any insurance which may be maintained by us, nor will your performance of that obligation relieve you of liability under the indemnity provisions in Section 22.4 below.

15.3 Before the commencement of any operations under this Agreement, and thereafter on an annual basis, you must deliver to us Certificates of Insurance evidencing the proper types and minimum amounts of coverage are in force. You must also maintain Certificates of Insurance evidencing the required types and minimum amounts of coverage at the Franchised Business and furnish to us a copy. All Certificates of Insurance must expressly provide that no less than thirty (30) days' prior written notice must be given to us in the event of material alteration to or cancellation of any coverage evidenced by such Certificates.

15.4 Our insurance specifications are only minimum requirements and you should consult with an insurance representative to determine if any additional insurance is advisable for your Franchised Business. Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised by us in the Manual or otherwise in writing, we will have the right and authority (but not the obligation) to procure such insurance and to charge same to you, which charges, together with a reasonable fee for our expenses in so acting, will be payable by you immediately upon notice. The foregoing remedies will be in addition to any other remedies we may have.

16. ***Transfer.***

16.1 We have the right to transfer or assign our rights or obligation under this Agreement to any person or entity and our interest will bind and inure to the benefit of any transferee, successor or assignee. After our transfer or assignment of this Agreement to a person or entity who expressly assumes the obligations under this Agreement, we will have no further obligation under this Agreement. You further agree and affirm that we may sell ourselves, our assets, the Proprietary Marks and/or the System to a third party; may go public, may engage in private placement of some or all of our securities; may merge, acquire other corporations or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. You further agree and affirm that we have the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses as Money Pages Businesses operating under the Proprietary Marks or any other marks following our purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which you acknowledge may be proximate to any Money Pages Business. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of our name, the Proprietary Marks (or any variation thereof) and the System and/or the loss of association with or identification with us under this Agreement.

16.2 You understand and acknowledge that we have granted this franchise in reliance on your (or, if you are a corporation, partnership or limited liability company, your principals') business skill, financial capacity and personal character. Accordingly, neither you, nor any individual, partnership, corporation, limited liability company or other legal entity which directly or indirectly owns any interest in you or in the Franchised Business shall sell, assign, transfer, convey, pledge, encumber, merge or give (collectively, "**transfer**") away any direct or indirect interest in you (including any direct or indirect interest in you if you are a corporate, partnership or limited liability company), in the Franchised Business, or in all or substantially all of the assets of the Franchised Business, without our prior written consent.

16.3 You shall notify us in writing of any proposed transfer of any direct or indirect interest in this Agreement, in you, in the Franchised Business, or in all or substantially all of the assets of the Franchised Business at least ninety (90) days before such transfer is proposed to take place. We shall review any proposed transfer to determine whether the proposed terms and transferee(s) meets our standards. If a transfer, alone or together with other previous, simultaneous or proposed transfers, would have the effect of changing control of you, results in the assignment of your rights and obligations under this Agreement or transfers the ownership interest in the Franchised Business or all or substantially all of the assets of the Franchised Business, we may, in our sole discretion, require any or all of the following as conditions of our approval:

16.3.1 That you shall not have any past due monetary obligations or other outstanding obligations to us, our affiliates, the approved suppliers of the System, or the lessor (or sublessor) of the Office;

16.3.2 That you shall not be in default of any provision of this Agreement, or successor hereto, or any other agreement between you and us, or our affiliates, the approved suppliers of the System, or the lessor (or sublessor) of the Office; and you shall have substantially complied with all the terms and conditions of such agreements during the terms thereof;

16.3.3 That each transferor and transferee (and, if the transferor/transferee is other than an individual, the transferor/transferee and such owners of beneficial interest in the transferor/transferee as we may request) shall execute a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and our/their respective officers, directors, agents, and employees;

16.3.4 Additionally, at our option, the transferee shall execute, for a term ending on the expiration date of this Agreement, the form of franchise agreement then being offered to new System franchisees, and such other ancillary agreements required by us for the Franchised Business, which agreements shall supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, a higher royalty fees and marketing fund contributions, provided, however, that transferee shall not have to pay an initial franchise fee. If the transferee is other than an individual, the owners of beneficial interest in the transferee as we may request, shall guarantee the performance of the transferee's obligations under the form of franchise agreement then being offered to new System franchisees based on the documentation that we require in connection with the transfer;

16.3.5 That the transferee demonstrate to our satisfaction that the terms of the proposed transfer do not place an unreasonable financial or operational burden on the transferee or the transferee's ability to operate the Franchised Business, and that the transferee (or, if the transferee is other than an individual, such owners of beneficial interest in the transferee as we may request)

meets our then current educational, managerial and business standards (including a demonstration of competence with respect to computer applications, verbal and written language skills, mathematical applications and ability to prepare a business plan); possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related business experience or otherwise) and absence of conflicting interests; and has adequate financial resources and capital to operate the Franchised Business. If the transferee is already a System franchisee, transferee must also meet the current standards for new System franchisees; have the ability to operate multiple Money Pages Businesses; have existing Money Pages Businesses that are proximate to the Franchised Business that is being transferred; have a history of compliance with all franchise agreements and other agreements between you and us and our affiliates; and have a record of good customer service and compliance with system standards satisfactory to us;

16.3.6 If the Franchised Business does not comply with the requirements for new Money Pages Business, that the transferee shall, at transferee's expense and in a manner satisfactory to us, refurbish, refresh and renovate the Franchised Business, and expend such funds as we require in doing so, to conform to the supplies, furnishings, equipment, trade dress, color schemes, and presentation of the Proprietary Marks to the image then in effect for new Money Pages Businesses;

16.3.7 That you remain liable for all of the obligations to us in connection with the Franchised Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by us to evidence such continuing liability;

16.3.8 That the transferee (and, if the transferee is other than an individual, such owners of beneficial interest in the transferee as we may require) and any business manager successfully complete any training programs then in effect for System franchisees and managers upon such terms and conditions, including payment to us for such training programs, as we may reasonably require;

16.3.9 That you pay a transfer fee in an amount of thirty percent (30%) of our then-current initial franchise fee. In the case of a transfer to a corporation (or other entity) formed by you for the convenience of ownership, however, the transfer fee for such transfer shall be reduced to one thousand two hundred dollars ($1,200);

16.3.10 That you and the transferee satisfy all of the conditions for our consent to the transfer and consummate the transfer within thirty (30) days of the date on which the transferee completes the training requirements described in Section 16.3.8 hereof; and

16.3.11 That transferor(s) shall agree in writing to comply with the covenants set forth in Section 19 below.

16.4 For any transfer not included in Section 16.3, each transferee shall, in addition to the requirement of obtaining our consent as provided in Section 16.2, be subject to the requirements of Sections 16.3.3 and 16.3.4 (with respect to execution of personal guarantees) above.

16.5 Neither you nor any Owner shall grant a security interest in, or otherwise encumber, any of your assets or securities, including the Franchised Business unless you satisfy our requirements. Such requirements may include, without limitation, execution of an agreement by the secured party in which it acknowledges the creditor's obligations under this Section 16, and agrees that in the event of any default by you under any documents related to the security interest, we shall have the right and option (but not the

obligation) to be substituted as obligor to the secured party and to cure any default of you, and, in the event we exercises such option, any acceleration of indebtedness due to your default shall be void.

16.6 If any party holding any direct or indirect interest in this Agreement, in you, in the Franchised Business or in all or substantially all of the assets of the Franchised Business desires to accept any bona fide offer from a third party to purchase such interest, you shall notify us as provided in Section 16.3 hereof, and shall provide such information and documentation relating to the offer as we may require (e.g. term sheet, letter of intent, proposed asset purchase agreement). We shall have the right and option, exercisable within thirty (30) days after receipt of the written transfer request and the required information and documentation related to the offer (including any information that we may reasonably request to supplement or clarify information provided to us with the written transfer request), to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party; provided, however, a spouse, domestic partner, parent or child of the seller shall not be considered a third party for purposes of this Section 16.6. If we elect to purchase the seller's interest, closing on such purchase shall occur within forty-five (45) days from the date of notice to the seller of the election to purchase by us, or, if longer, on the same timetable as contained in the bona fide offer. If we elect not to purchase the seller's interest, any material change thereafter in the terms of the offer from the third party or by you, or a change in the identity of the third party shall constitute a new offer subject to the same rights of first refusal by us as in the case of the third party's initial offer. If the sale to the purchaser is not completed within one hundred twenty (120) days after delivery of the offer, we shall again have the right of first refusal under this Section 16.6. Our failure to exercise the option afforded by this Section 16.6 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 16, with respect to a proposed transfer.

16.7 Upon the death or incapacity of any person with an interest in this Agreement, in you, in the Franchised Business, or in all or substantially all of the assets of the Franchised Business, the executor, administrator or personal representative of such person shall transfer such interest to a third party approved by us within three (3) months after such death or incapacity. Such transfers, including transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer except no transfer fee will be required. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 16, the executor, administrator or personal representative of the decedent shall transfer the decedent's interest to another party approved by us within six (6) months of us providing notice to the executor, administrator or personal representative that the heirs or beneficiaries do not meet the conditions of Section 16, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within such six (6)-month period, we may terminate this Agreement, pursuant to Section 17.2.6 hereof.

16.8 Our consent to any transfer pursuant to this Section 16 shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

16.9 All materials required for any offering of securities or partnership interests in you by federal or state law shall be submitted to us by the offeror for review prior to filing with any government agency; and any materials to be used in any exempt offering shall be submitted to us for review prior to their use. No offering shall imply, by use of the Proprietary Marks or otherwise, that we are participating in an underwriting, issuance or offering of securities of either you or your affiliates; and review by us of any offering shall be limited solely to the subject of the relationship between you and us. At our option, we may require the offering materials to contain written statements or disclaimers prescribed by us including, but not limited to, any limitations stated above in this Section. You and the other participants in the offering must fully indemnify us in connection with the offering. For each proposed offering, you shall

reimburse us for our actual costs and expenses associated with reviewing the proposed offering materials, including legal and accounting fees. You shall give us written notice at least ninety (90) days prior to the date of commencement of any offering or other transaction covered by this Section 16.9. Any such offering shall be subject to our prior written consent and right of first refusal as provided in Sections 16.2, 16.3, 16.4 and 16.6, respectively, hereof.

16.10 If you are a corporation, partnership or limited liability company: (1) an original shareholder, partner or member approved by us must at all times during the Term have a controlling interest in you; and (2) you shall require each shareholder, partner or member (as the case may be) holding an interest in you to execute a covenant with us agreeing not to transfer any interest in you in violation of the terms of this Agreement.

16.11 If you or any person holding any interest (direct or indirect) in you becomes a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any transfer of the ownership of you, your obligations and/or rights hereunder and/or any material assets of you, shall be subject to all of the terms of this Section 16.

16.12 Notwithstanding anything to the contrary in this Agreement, no transfer shall be made if the transferee (including transferee's shareholders, partners and members), any of transferee's affiliates, or the funding sources for either is a person or entity designated with whom we, or any of our affiliates, are prohibited by law from transacting business.

17. *Termination.*

17.1 You shall be deemed to be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, if you shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not promptly opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of yours or other custodian for your business or assets is filed and consent to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedes bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Franchised Business is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal or constable.

17.2 Upon the occurrence of any of the following events of default, we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the provision of notice to you (in the manner provided under Section 24 hereof):

17.2.1 If you fail to complete the initial training program described in Section 6.1 above to our satisfaction or fail to commence operating the Franchised Business within the timeframe set forth in Section 7.2;

17.2.2 If you at any time (i) cease to operate or otherwise abandon the Franchised Business, (ii) otherwise forfeit the right to do or transact business in the Franchise Territory where

the Franchised Business is authorized to develop or (iii) fails to publish a Monthly Magazine after the first Monthly Magazine is published;

17.2.3 If you are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated the System, Property Marks, us, or our interest in the System or Proprietary Marks;

17.2.4 If you fail to obtain or should you lose any appropriate permits, certificates, licenses and training which may be required by us and governmental and regulatory agencies to operate the Franchised Business;

17.2.5 If any purported assignment or transfer of any direct or indirect interest in this Agreement, in you, in the Franchised Business or in all or substantially all of the assets of the Franchised Business is made to any third party without our prior written consent, contrary to the terms of Section 16 hereof;

17.2.6 If an approved transfer is not effected within the time provided following death or mental incapacity, as required by Section 16.7 hereof;

17.2.7 If you fail to comply with the covenants in Section 19 hereof or fail to obtain execution of the covenants required under Section 19.8 hereof;

17.2.8 If, contrary to the terms of Sections 11 and 12 hereof, you or any of your owners or employees disclose or divulge Trade Secrets, the contents of the Manual, Trade Secrets or other Confidential Information provided to you by us or you fail to obtain executed Confidentiality Agreement as required under Section 12.2;

17.2.9 If you knowingly maintain false books or records, or submit any false reports to us;

17.2.10 If you are involved in misappropriating monies or engage in unauthorized activities;

17.2.11 If you misuse or make any unauthorized use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impair the goodwill associated therewith or our rights therein;

17.2.12 If after notice of default, you and/or your affiliate(s) fail to cure a default for your and/or your affiliate(s)'s breach of any other franchise agreement or other agreement with us or our affiliate(s), unless cured within any applicable notice or grace periods contained in such agreement;

17.2.13 If you, upon receiving a notice of default under Section 17.3 or 17.4 hereof, fail to initiate immediately a remedy to cure such default; or

17.2.14 If you, after curing a default pursuant to Section 17.3 hereof, commit the same default again, whether or not cured after notice.

17.3 Upon the occurrence of any of the following events of default, we may, at our option, terminate this Agreement by giving written notice of termination (in the manner set forth under Section 24

hereof) stating the nature of the default to you at least seven (7) days prior to the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the seven (7) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the seven (7) day period or such longer period as applicable law may require.

17.3.1 If you fail, refuse or neglect promptly to pay any monies owing to us or our affiliates when due;

17.3.2 If you refuse to permit us to inspect the Office, or books, records or accounts of the Franchised Business upon demand;

17.3.1 If you receive an excessive amount of customer complaints against the Franchised Business and/or you and an investigation by us determines these complaints to be warranted;

17.3.2 If you fail to operate the Franchised Business during such days and hours specified in the Manual;

17.3.3 If you fail to satisfy the Minimum Performance Standards; or

17.3.4 If you fail, refuse or neglect promptly to submit Certificates of Insurance to us when due as required under Section 15.

17.4 Except as otherwise provided in Sections 17.1, 17.2 and 17.3 of this Agreement, upon any other default by you, we may terminate this Agreement by giving written notice of termination (in the manner set forth under Section 24 hereof) stating the nature of the default to you at least thirty (30) days prior to the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

17.5 You acknowledge that upon your failure to remedy any default specified in any written notice issued to you under Sections 17.2, 17.3 or 17.4, we have the right to (i) cease providing any operational support or services until you comply, to our satisfaction, with the written notice, (ii) suspend access and use of the Manual, System Website (including removing you and the Franchised Business from the System Website), Unit WebPage(s), Intranet, and/or any other Website that lists Money Pages Businesses or is used by Money Pages Businesses, and (iii) ceasing providing products, services and support to you and/or ceasing having our affiliates and suppliers provide products, services and support to you. If we exercise our right to suspend your rights, we will only do so after your cure period (if any) under the written notice of default has expired. You agree that our exercise of these rights will not constitute an actual or constructive termination of this Agreement nor will it constitute our sole and exclusive remedy. If we exercise our right not to terminate this Agreement but to implement such suspension and/or removal, we reserve the right at any time after the appropriate cure period (if any) under the written notice has lapsed, to, upon written notice to you, terminate this Agreement without giving you any additional corrective or cure period. During any period of suspension, all fees due under this Agreement shall continue to be payable by you. Additionally, if you are in default under this Agreement, we have the right to withhold or condition our consent or approval if needed until you cure all defaults. Our election to suspend your rights

as provided above shall not be a waiver by us of any breach of this Agreement or any other term, covenant or condition of this Agreement.

17.6 We (or a third party) may assume the Franchised Business' management under the following circumstances: (1) if you abandon or fail actively to operate the Franchised Business; or (2) if you fail to comply with any provision of this Agreement and do not cure the failure within the time period we specify in our notice to you. If we exercise our rights under this Section 17.6, that will not affect our right to terminate this Agreement under Sections 17.1, 17.2, 17.3 and 17.4 above. We have the right (but not the obligation), under the circumstances described above, to assume the Franchised Business' management (or to appoint a third party to assume its management) for any period of time we deem appropriate. If we (or a third party) assume the Franchised Business' management under this Section 17.6, you agree to pay us (in addition to the amounts due under this Agreement) ten percent (10%) of the total revenue of the Franchised Business, plus our (or the third party's) direct out-of-pocket costs and expenses, after we assume management. If we (or a third party) assume the Franchised Business' management, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Franchised Business incurs, or to any of your creditors for any supplies, products, or other assets or services the Franchised Business purchases, while we (or the third party) manage it.

17.7 If we terminate this Agreement under Section 17 or you terminate this Agreement without the contractual right to do so, we shall be entitled, as liquidated damages and not as a penalty and solely to compensate us for damages solely due to your failure to continue operating the Franchised Business for the remainder of the Term of this Agreement, to a sum equal to twenty-five thousand dollars ($25,000). This liquidated damages provision will not limit our rights to injunctive relief for violations of Sections 12, 18 and 19, nor for any damages available to us arising out of such violations. You acknowledge and agree that (a) a precise calculation of the full extent of the damages that we will incur on premature termination of this Agreement as a result of your default is difficult to determine; and (b) the amount of liquidated damages set forth above reasonably represents our monetary losses of Royalty Fees resulting from the premature termination of this Agreement. Liquidated damages are not exclusive of any other remedies that we may have, including attorneys' fees and costs.

17.8 If you terminate this agreement without the contractual right to do so, you must provide us notice of at least sixty days (60) prior to the effective date of any such termination. If you fail to provide us with sixty (60) days prior notice of any such termination, in addition to liquidated damages as described in Section 17.7, we shall further be entitled, as additional liquidated damages and not as a penalty, to collect an additional sum equal to all monthly fees described in Section 5 that would have otherwise been payable during the sixty (60) days following such termination had you not terminated this Agreement.

18. *Obligations Upon Termination or Expiration.*

Upon termination or expiration of this Agreement, all rights granted hereunder to you shall forthwith terminate, and:

18.1 You shall immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former System franchisee.

18.2 You shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System; the Proprietary Marks; and distinctive forms, slogans, signs, symbols and devices associated with the System. In particular, you shall

cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products and any other articles which display the Proprietary Marks.

18.3 You shall immediately and permanently cease to use all copyrights, trademarks, trade names and patents related to the System or Money Pages Business, or any marks, logos, words or phrases confusingly similar thereto or colorable imitations thereof.

18.4 You shall immediately and permanently cease to use all customer and client lists developed or used in the Franchised Business and you acknowledge that such lists are assets of ours.

18.5 You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in our sole discretion, is likely to cause confusion, mistake or deception, or which, in our sole discretion, is likely to dilute our rights in and to the Proprietary Marks. You further agree not to utilize any designation of origin, description or representation (including but not limited to reference to us, the System, or the Proprietary Marks) which, in our sole discretion, suggests or represents a present or former association or connection with us, the System or the Proprietary Marks.

18.6 You shall promptly pay all sums owing to us and our affiliates. In the event of termination for any default by you, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of the default.

18.7 You shall immediately deliver to us the Manual and all other records, including computer databases and files, correspondence and instructions containing Confidential Information or Trade Secrets relating to the operation of the Franchised Business (and any copies thereof, including electronic or computer generated copies, even if such copies were made in violation of this Agreement), all of which are acknowledged to be our property.

18.8 You shall comply with the covenants contained in Section 19 of this Agreement.

18.9 You acknowledge that all telephone numbers, directory listings, e-mail addresses, domain names (if and as permitted), social media pages, and other means of communication used in connection with operation of the Franchised Business or that relate to the Franchised Business (collectively, the "**Contact Vehicles**") constitute assets of the System; and upon termination or expiration of this Agreement, you shall assign to us or our designee, all your right, title, and interest in and to the Contact Vehicles and shall notify the telephone company, all listing agencies, and any other party with which a Contact Vehicle is registered of the termination or expiration of your right to use any Contact Vehicle, and shall authorize a transfer of same to, or at the written direction of, us.

19. *Covenants.*

19.1 You covenant that, during the Term, except as otherwise approved in writing by us or as specified in the Manual, you (or, if you are a corporation, limited liability company or partnership, your Designated Owner) shall devote his or her full-time and best efforts to the management and operation of the Franchised Business.

19.2 You specifically acknowledge that, pursuant to this Agreement, you will receive valuable specialized training, Confidential Information and Trade Secrets, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of ours and the System.

"**Competitive Business**" means an activity involving or engaging in the marketing, promotion or sale of (i) Products and Services which are the same as or similar to the products or services being offered by Money Pages Businesses under the System, (ii) coupon adverting distributed over the internet (or similar electronic medium) from or thought anywhere other than a Website of ours, or (iii) any advertising product which consists of advertisements for more than one advertiser which are physical delivered by any mail service or otherwise to consumers. In recognition and in consideration for these and other benefits, you covenant that during the Term, except as otherwise approved in writing by us, you shall not either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or legal entity:

19.2.1 Divert or attempt to divert any present or prospective business, customer or clients of any Money Pages Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

19.2.2 Own, maintain, operate, engage in, be employed by, provide any assistance to, or have any interest in (as owner or otherwise) any Competitive Business.

Furthermore, you acknowledge and agree that you shall be considered in default under this Agreement and this Agreement will be subject to termination as provided in Section 17.2.7 above, in the event that a person in your (or the other individuals required to comply with this provision per Section 19.8) immediate family (including spouse, domestic partner, parent or child) engages in a business that would violate this Section 19.2 if such person was subject to the covenants of this Section 19.2.

19.3 You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous uninterrupted period of two (2) years commencing upon the date of: (a) a transfer permitted under Section 16 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 19.3; or (e) any or all of the foregoing; either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any Competitive Business that is, or is intended to be, located at or within the Franchise Territory, within fifty (50) miles of the Franchise Territory, or within any geographic area where we, our affiliates or other Money Pages Businesses are circulating Monthly Magazines.

19.4 Sections 19.2.3 and 19.3 shall not apply to ownership by you of a less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

19.5 You agree that for one year after expiration or termination of this Agreement for any reason, or following the date of a transfer by you, you will not, directly or indirectly, solicit or attempt to solicit, or otherwise interfere with or disrupt the employment relationship between us and any of our employees or between any other System franchisee and its employees.

19.6 You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant set forth in Sections 19.2 and 19.3, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 26 hereof.

19.7 You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in this Section 19. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by us in connection with the enforcement of this Section 19.

19.8 You shall obtain and furnish to us executed covenants similar in substance to those set forth in this Section 19 (including covenants applicable upon the termination of a person's relationship with you and the provisions of Section 18 hereof as modified to apply to an individual) from any or all of the following persons: (a) all managers and any other personnel employed by you who have received or will receive training from us (provided, however, for such individuals the provisions in Section 19.3 hereof shall only apply to businesses within the Franchise Territory); (b) all officers, directors and holders of a beneficial interest in your securities, and all corporations directly or indirectly controlling, controlled by, or under common control with, you, if you are a corporation; (c) the members (including any corporation, and the officers, directors and holders of a beneficial interest in the securities of any corporation which controls, directly or indirectly, any member), if you are a limited liability company; and (d) the general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest in the securities of any corporation which controls, directly or indirectly, any general or limited partner), if you are a partnership. Every covenant required by this Section 19.8 shall be in a form approved by us, including, without limitation, specific identification of us as a third-party beneficiary of such covenants with the independent right to enforce them. A duplicate original of each such covenant shall be provided by you to us immediately upon execution. Your failure to obtain execution of a covenant required by this Section 19.8 shall constitute a material breach of this Agreement.

19.9 You agree that we will be entitled to seek injunctive relief should you violate any of the covenants in this Section 19 and in Sections 12 and 18 (collectively, the "**Covenant Sections**") of this Agreement. You recognize that our remedies solely at law will be inadequate, that we will be irreparably harmed by violations of the provisions in the Covenant Sections. Therefore, in the event of a breach or a threatened or attempted breach of any of the Covenant Sections, you agree that we are entitled, in addition to any other remedies we may have under this Agreement or at law or in equity, including the right to terminate this Agreement, to a preliminary and permanent injunction and a decree for specific performance of the terms of the Covenant Sections without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security. We have the right to seek such injunctive relief in a court of competent jurisdiction. Such election by us to seek judicial relief shall not waive any rights we may have to arbitrate disputes arising under this Agreement, including rights to obtain damages from you in arbitration for violations of this Agreement.

20. *Corporate, Limited Liability Company or Partnership Franchisee.*

20.1 If you are a corporation, limited liability company or partnership, each of your shareholders, members or partners, and the interest of such person in you, shall be identified in Attachment 4 hereto. You shall immediately furnish us with an update to the information contained in Attachment 4 upon any change, provided that nothing in this Section 20.1 shall waive or otherwise limit the terms of Section 16 regarding transfers. Additionally, you shall identify in Attachment 4, an owner, who is reasonably acceptable to us, to serve as your "**Designated Owner**." The Designated Owner is an owner of yours, who you empower with the responsibility and decision-making authority regarding the Franchised Business's operation and your business, and you acknowledge and agree that we shall have the right to rely upon the Designated Owner for such purposes. The Designated Owner shall own and control, or have the right to own and control (subject to terms and conditions reasonably acceptable to us), not less than fifty-one percent (51%) of your equity interests, unless we agree otherwise in writing. You shall not remove or replace the Designated Owner identified in Attachment 4 without our prior written approval.

20.2 If you are a corporation or limited liability company, you shall comply with the following requirements:

20.2.1 You shall be newly organized and your charter shall at all times provide that your activities are confined exclusively to operating the Franchised Business;

20.2.2 Copies of your articles of incorporation, bylaws, articles of organization, operating agreement and/or other governing documents, and any amendments thereto, including the resolution of the board of directors or members authorizing entry into this Agreement, shall be promptly furnished to us, upon our request;

20.2.3 You shall maintain stop-transfer instructions against the transfer on your records of any equity securities; and each stock certificate or issued securities of yours shall have conspicuously endorsed upon its face a statement in a form satisfactory to us that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section 20.2.3 shall not apply to a publicly-held corporation; and

20.2.4 You shall submit to us, for prior written approval, any corporate or other legal name that you propose to use.

20.3 If you or any successor to or assignee of yours is a partnership, it shall comply with the following requirements:

20.3.1 You shall furnish us with a copy of your partnership agreement as well as such other documents as we may reasonably request, and any amendments thereto; and

20.3.2 You shall submit to us, for our prior written approval, any name of the partnership or other legal name that you propose to use.

20.4 We may require all or some of your owners designated by us to execute the Guaranty attached to this Agreement as Attachment 6.

21. *Taxes, Permits and Indebtedness.*

21.1 You must promptly pay when due all taxes levied or assessed, including unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by you in the operation of the Franchised Business. You must pay us or our affiliates within ten (10) days after demand: (i) all sales taxes, corporate taxes, trademark license taxes and any like taxes imposed on, required to be collected by or paid by us or our affiliates on account of products or services we or our affiliates furnish to you or arrange to furnish to you, through sale, lease or otherwise, or on account of our or our affiliates' collection of any fee related to this Agreement (including products and services you purchase in connection with the Franchised Business); (ii) all franchise or like taxes, whether based on gross receipts, gross revenues, royalty fees, contributions to the Fund, or otherwise imposed on, required to be collected by or paid by us or our affiliates; and (iii) all other amounts we or our affiliates pay or must pay for you for any reason.

21.2 In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall you permit a tax sale or seizure

by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Franchised Business or you.

21.3 You shall comply with all federal, state and local laws, rules and regulations, and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, certificate(s) of occupancy and fire clearances.

21.4 You shall immediately notify us in writing of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business or us.

22. *Independent Contractor and Indemnification.*

22.1 It is understood and agreed to by you and us that in connection with your performance under this Agreement, you, your agents and employees shall act as an independent contractor and nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between you and us.

22.2 During the Term, you shall hold yourself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise agreement from us. You agree to take such action as may be necessary to do so, including, without limitation, exhibiting a notice, plaque or sign of that fact in a conspicuous place at your Office, the content and form of which we reserve the right to specify.

22.3 Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name; and we shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall we be liable by reason of any act or omission of yours in your operation of the Franchised Business or for any claim or judgment arising therefrom against you or us.

22.4 You must indemnify and hold us and our affiliates and the officers, directors, employees, agents, attorneys and shareholders of ours and our affiliates (the "**Indemnitees**") harmless against any and all causes of action, claims, proceedings, losses, costs, expenses, liabilities, litigation, damages or other expenses (including settlement costs and attorneys' fees) arising directly or indirectly from, as a result of, or in connection with the operation of the Franchised Business or your conduct under this Agreement, including, without limitation, those alleged to be caused by the Indemnitees' negligence, unless (and then only to the extent that) the claims, obligations or damages are determined to be caused solely by the Indemnitees' sole gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. You agree that with respect to any threatened or actual litigation, proceeding or dispute which could directly or indirectly affect any of the Indemnitees, the Indemnitees will have the right, but not the obligation, to: (i) choose counsel; (ii) direct, manage and/or control the handling of the matter; and (iii) settle on behalf of the Indemnitees, and/or you, any claim against the Indemnitees in their sole discretion. All vouchers, canceled checks, receipts, receipted bills or other evidence of payments for any such losses, liabilities, costs, damages, charges or expenses of whatsoever nature incurred by any Indemnitee will be taken as prima facie evidence of your obligation under this Agreement.

22.5 If we incur any expenses in connection with your failure to pay any amounts you owe when due, submit any required reports when due or otherwise comply with this Agreement, you agree to

reimburse us for any of the costs and expenses which we incur, including, without limitation, reasonable accounting, attorneys', arbitrators' and related fees.

23. *Approvals and Waivers.*

23.1 Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us therefore, and such approval or consent must be obtained in writing.

23.2 We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefore.

23.3 No failure of ours to exercise any power reserved to us by this Agreement, or to insist upon strict compliance by you with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of our right to demand exact compliance with any of the terms hereof. Waiver by us of any particular default of yours shall not affect or impair our rights with respect to any subsequent default of the same, similar or different nature; nor shall any delay, forbearance or omission of ours to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants hereof, affect or impair our right to exercise the same, nor shall such constitute a waiver by us of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of the Term. Subsequent acceptance by us of any payments or contributions due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement.

24. *Notices.*

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered; mailed by certified mail, return receipt requested; or dispatched by overnight delivery service, with a return receipt mechanism, to the respective parties at the addresses set forth in the introductory paragraph of this Agreement, unless and until a different address has been designated by written notice to the other party.

Notices shall be deemed to have been received as follows: by personal delivery -- at the time of delivery; by overnight delivery service -- on the next business day following the date on which the Notice was given to the overnight delivery service; and certified mail –three (3) days after the date of mailing.

25. *Dispute Resolution and Applicable Law.*

25.1 We agree that all controversies, disputes, or claims between us and your affiliates, and us and our affiliates' respective shareholders, officers, directors, agents, and/or employees, and you (and/or your Owners, shareholders, officers, guarantors, affiliates, and/or employees) arising out of or related to:

25.1.1 this Agreement or any other agreement between us;

25.1.2 our relationship with you;

25.1.3 the scope and validity of this Agreement or any other agreement between us and you or any provision of such agreements (including the validity and scope of the arbitration obligations under this Section 25.1, which the parties acknowledge is to be determined by an arbitrator and not a court); or

25.1.4 any system standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrator in the Jacksonville, Florida metropolitan area. The arbitrator shall have no authority to select a hearing locale other than as described in this Section. All matters relating to arbitration will be governed by the federal arbitration act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Proprietary Mark generic or otherwise invalid or, except as expressly provided in Section 25.4 below, award any punitive or exemplary damages against either party (we and you hereby waive to the fullest extent permitted by law, except as expressly provided in Section 25.4 below, any right to or claim for any punitive or exemplary damages against the other).

We and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 25.7.

We and you agree that arbitration will be conducted on an individual, not a class wide, basis and that an arbitration proceeding between our and our affiliates, and us and our affiliates' respective shareholders, officers, directors, agents, and/or employees, and you (and/or your Owners, shareholders, officers, guarantors, affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 25.1 or Section 27, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 25.1, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 25 (excluding this Section 25.1).

Despite our and your agreement to arbitrate, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that we and you must contemporaneously submit the dispute for arbitration on the merits as provided in this Section.

The provisions of this Section 25 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

25.2 ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, 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 US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES; PROVIDED, HOWEVER, (1) ANY FLORIDA LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION AND (2) THE LAWS OF THE STATE IN WHICH THE FRANCHISED BUSINESS IS LOCATED SHALL APPLY TO THE CONSTRUCTION AND ENFORCEMENT OF THE OBLIGATIONS SET FORTH IN SECTIONS 19.2 AND 19.3 HEREOF, WITHOUT REGARD TO ITS CONFLICTS OF LAWS.

25.3 SUBJECT TO SECTION 25.1 ABOVE AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN JACKSONVILLE, FLORIDA, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE FRANCHISED BUSINESS IS LOCATED.

25.4 EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 22.4, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

25.5 WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU.

25.6 Except for claims arising from your nonpayment or underpayment of amounts you owe us, any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a judicial or arbitration proceeding is commenced within eighteen (18) months from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

25.7 If we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree, whether or not we initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees.

26. *Entire Agreement.*

This Agreement and the attachments and the documents referred to in this Agreement constitute the entire Agreement between us and you concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced you to execute this Agreement. Except for those permitted to be made unilaterally by us under this Agreement, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation that we made in the franchise disclosure document (including its attachments, exhibits and amendments) ("**FDD**") that we delivered to you or your representative, subject to any agreed-upon changes to the contract terms and conditions described in that FDD and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement). If an amendment to this Agreement is executed at our request, we will pay any legal fees or costs of preparation of the amendment. If an amendment of this Agreement is executed at your request, any legal fees or costs of preparation in connection therewith will, at our option, be paid by us.

27. *Severability and Construction.*

27.1 If, for any reason, any section, part, term, provision and/or covenant herein 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 shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions and/or covenants shall be deemed not to be a part of this Agreement.

27.2 Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination), or assignment shall survive such expiration, termination, including but not limited to Sections 10, 11, 12, 18, 19, 24 and 25.

27.3 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, shareholders, agents and employees, and such of our successors and assigns as may be contemplated by Section 16 hereof, any rights or remedies under or by reason of this Agreement.

27.4 You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which you are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

28. *Acknowledgments.*

28.1 You acknowledge that you have conducted an independent investigation of the business of operating a Money Pages Business and recognize that the business venture contemplated by this Agreement involves business risks and that your success will be largely dependent upon your ability (or, if you are an entity, the ability of your principals) as an independent businessperson(s), his/her/their active participation in the daily affairs of the business, market conditions, area competition, availability of product and quality

of services provided, as well as other factors. We expressly disclaim the making of, and you acknowledge that you have not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. You also acknowledge that we have not given any representation, promise or guarantee of your success in the Franchise Territory or the suitability of the Franchise Territory as a successful location for your Franchised Business. You acknowledge that our approval of your Franchise Territory does not constitute recommendation or endorsement of the Franchise Territory, nor any assurance by us that the operation of a Franchised Business in the Franchise Territory will be successful or profitable. You will be solely responsible for your own success in the Franchise Territory.

28.2 You acknowledge that you received a copy of this Agreement, the attachment(s) hereto and agreements relating hereto (if any), as well as a copy of the FDD, at such time(s) as required by applicable federal and state franchise laws and regulations.

28.3 You acknowledge that you have read and understood the FDD, this Agreement, the attachments hereto and agreements relating thereto (if any) and that we have given you ample time and opportunity to consult with your attorneys, accountants and other advisors of your own choosing about the potential benefits and risks of entering into this Agreement. You, together with your advisors, have sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchised Business. You acknowledge that you have no knowledge of any representations by us (or anyone purporting to represent or act on our behalf) or our officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the disclosures and information in the FDD or contrary to the terms of this Agreement.

28.4 You acknowledge that you are aware of the fact that other present or future franchisees of ours may operate under different forms of agreement(s) and consequently that our obligations and rights with respect to various System franchisees may differ materially in certain circumstances.

28.5 Franchisee shall acknowledge the truthfulness of the statements contained in Attachment 1 hereto. Franchisee's acknowledgements are an inducement for Franchisor to enter into this Agreement. Franchisee shall immediately notify Franchisor, prior to acknowledgment, if any statement in Attachment 1 is incomplete or incorrect

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

WE:

MONEY PAGES FRANCHISING GROUP, LLC

By:_____
Name:_____
Title:_____

YOU:

If an Individual:

Signature:_____
Printed Name:_____

If other than an Individual:

[INSERT ENTITY NAME]

By:_____
Name:_____
Title:_____

ATTACHMENT 1

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

_____
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the Money Pages Franchising Group, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that

Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE MONEY PAGES FRANCHISING GROUP, LLC, MONEY PAGES HOLDINGS, LLC, MONEY PAGES OF FLORIDA, INC, 3D DIGITAL SOLUTIONS, LLC, AND ANY OF ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

_____
Initial

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

Date:_____

PRINCIPAL:

_____

_____
(Print Name)

Date: _____

PRINCIPAL:

_____

_____
(Print Name)

Date: _____

ATTACHMENT 2

FRANCHISE TERRITORY

The address of the Office is: _____

ATTACHMENT 3

SERVICES FEE

Effective, until further notice, from and after April 1, 2021

1. Design Fee - $1,500 per Monthly Magazine published. If an advertisement requires more than 3 revisions (starting with the 4th revision), you must pay us a $50 fee for such further revisions. The design of sales and marketing materials must be done by Money Pages Franchise Group, LLC. You may elect to have sales collateral (i.e. business cards, sales sheets etc.) printed by us or a vendor of your choosing. Additionally, if you fail to submit to us your clients' original design tickets on or before each monthly deadline, you may, at our discretion, incur an additional $250 Design Fee per Monthly Magazine published.

2. Proof Book Fee - If you require more than 2 reviews of the proof book for any Monthly Magazine, you must pay us a $150 fee per Monthly Magazine for each additional review of the proof book for such Monthly Magazine starting with the 3rd review.

3. Premium Product Fee - $200 Royalty Fee and $100 Design Fee per Premium Product.

4. Printing Fee - Estimated $6,000 to $7,500 for printing 50,000 Monthly Magazines between 16 and 32 pages. This is an estimate as of April 1, 2020, and this will change over time.

5. Postage Fee - Estimated $8,500 for postage to mail a Monthly Magazine up to 56 pages (excluding Premium Product inserts) to 50,000 households. This is an estimate as of April 1, 2020, and this will change over time.

6. Solo Mail Design Fee – Additional Design Fee of up to $150 per Solo Mail product.

* Please note that the actual circulation of Monthly Magazines (in terms of number of households) may vary by +/- 2.5%, but the Printing Fee and Postage Fee estimates above will continue to apply for so long as the actual circulation of Monthly Magazine falls within 2.5% of 50,000 households.

ATTACHMENT 4

LISTING OF OWNERSHIP INTERESTS

Effective Date: This Attachment 4 is current and complete as of _____

You and Your Owners

1. **Form of Owner**. (Choose (a) or (b))

(a) **Individual Proprietorship**. List individual(s):

_____

_____

_____

(b) **Corporation, Limited Liability Company, or Partnership.** (CIRCLE ONE) You were incorporated or formed on _____, under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company, or partnership name. The following is a list of your directors, if applicable, and officers as of the effective date shown above:

Name of Each Director/Officer	Position(s) Held

2. **Owners**. The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	**Percentage/Description of Interest**
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

3. **Name and Address of Person to Receive Notice for You**.

(a) Name: _____

(b) Postal Address: _____

_____

(c) E-mail Address: _____

4. **Identification of Designated Owner**. Your Designated Owner as of the Effective Date is _____ (must be one of the individuals listed in paragraph 2 above). You may not change the Designated Owner without prior written approval.

ATTACHMENT 5

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this ___ day of_____, by _____ _____, a(n) _____ _____ ("Franchisee"), a franchisee of Money Pages Franchising Group, LLC, a Florida limited liability company ("Franchisor"), and _____, an individual ("Covenantor") in connection with a Franchise Agreement dated.

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated _____ _____ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain trademarks, including, the registered trademark "MONEY PAGES" and design mark, and certain proprietary products, services, promotions and methods (the "System") for the establishment and operation of a Money Pages franchise (the "Franchised Business");

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the confidential information, knowledge, know-how, techniques, contents of the Money Pages operations manual and other materials used in or related to the System and/or concerning the methods of operation of the System (collectively referred to as "Confidential Information");

WHEREAS, the Confidential Information provides economic advantages to Franchisor and licensed users of the System, including Franchisee;

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information and further protecting the System against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information 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:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Franchised Business under the Franchise Agreement.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of the Franchised Business.

d. Covenantor shall surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

f. Covenantor agrees that no Confidential Information may be reproduced, in whole or in part, without written consent.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the System, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business or of other Money Pages franchisees in the System to any competitor, by direct or indirect inducement or otherwise,

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any direct-mail coupon magazine and marketing business substantially similar to the System.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the System, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business or of other franchisees in the Money Pages System to any competitor, by direct or indirect inducement or otherwise,

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any real estate and property imagery business within the within fifty (50) miles outside of the boundaries of the Franchisee's Territory or within fifty (50) miles of any Money Pages office location.

c. The parties acknowledge and agree that each of the covenants contained herein are 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.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the

provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it 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.

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

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

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF FLORIDA. 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 COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY THE LAWS OF SUCH STATE OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN THE STATE OF FLORIDA; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

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

i. All notices and demands required to be given hereunder shall be in writing and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee:

_____

_____

If directed to Covenantor:

_____

_____

Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

The undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

COVENANTOR:

_____
Name: _____

ATTACHMENT 6

GUARANTY

In consideration of, and as an inducement to, the execution by Money Pages Franchising Group, LLC ("Franchisor") of that certain Franchise Agreement, dated _____, 20___ (as the same from time to time may be amended, modified, extended or renewed, the "Franchise Agreement"), by and between _____ ("Franchisee") and Franchisor, the undersigned, for the term of the Franchise Agreement and any extension or successor thereof, and thereafter until all obligations of Franchisee to Franchisor have been satisfied, jointly and severally, do hereby personally, absolutely, and unconditionally guarantee that Franchisee shall punctually pay and perform each and every undertaking, condition, and covenant set forth in the Franchise Agreement.

If Franchisor chooses to proceed against the undersigned under this Guaranty, and Franchisor prevails, the undersigned shall reimburse Franchisor its costs and expenses associated with the proceeding, including its reasonable attorneys' fees, court costs and expenses.

As an inducement to Franchisor to enter the Franchise Agreement between Franchisee and Franchisor, the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and Franchisor's successors and assigns that all of Franchisee's obligations under the Franchise Agreement will be punctually paid. Further, the undersigned, individually, jointly and severally, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement as though each of them had executed an agreement containing the identical terms and conditions of the Franchise Agreement, including the dispute resolution provisions, and any amendments, extension or other modification to the Franchise Agreement.

Upon demand by Franchisor, the undersigned will immediately make each contribution or payment required of Franchisee under the Franchise Agreement. The undersigned herby waives: (i) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (ii) all rights to require Franchisor to proceed against Franchisee for any payment required under the Franchise Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, any right to participate in, any security now or hereafter held by Franchisor; and (iv) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor will have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor or any collateral securing any obligations of Franchisee to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with or release all or any provisions of the Franchise Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Franchise Agreement, assign the Franchise Agreement

or the right to receive any sum payable under the Franchise Agreement, and the undersigned each hereby jointly and severally waive notice of same and agree to be bound by any and all amendments and changes to the Franchise Agreement. The undersigned expressly acknowledge that the obligations under this Guaranty survive the expiration or termination of the Franchise Agreement.

The undersigned hereby agrees to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees, reasonable costs of investigation, court costs and arbitration fees and expenses) ("**Claims**") resulting from, consisting of or arising out of or in connection with any failure by Franchisee, Franchisee's owners, officers, directors, agents or employees to perform any obligation under the Franchise Agreement, any amendment thereto or any other agreement executed by Franchisee referred to therein.

Each of the undersigned represents and warrants to Franchisor that Franchisee (including, without limitation, any and all of Franchisee's owners, guarantors (including the undersigned), employees, directors, officers and other representatives), nor any of Franchisee's affiliates or the funding sources for either, is a person or entity designated with whom Franchisor, or any of Franchisor's affiliates, are prohibited by law from transacting business.

This Guaranty will terminate upon the termination or expiration of the Franchise Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination will remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Franchise Agreement will remain in force according to their terms. Upon the death of any undersigned, the estate of such individual will be bound by this Guaranty, but only for defaults and obligations under this Guaranty existing at the time of death; and the obligations of the other undersigned will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guaranty will have the same meaning as in the Franchise Agreement and will be interpreted and construed in accordance with Section 25 of the Franchise Agreement. This Guaranty will be interpreted and construed under the laws of the State of Florida. In the event of any conflict of law, the laws of Florida will prevail, without regard to, and without giving effect to, the application of the State of Florida conflict of law rules. Nothing in this Guaranty is intended by the parties to subject this Guaranty to any franchise or similar law, rule or regulation of the State of Florida or of any other state to which it would not otherwise be subject.

WAIVER OF JURY TRIAL: FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESTED TO ANY CLAIM, INCLUDING ANY COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER FRANCHISEE OR FRANCHISOR AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES: FRANCHISOR AND FRANCHISEE 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 FRANCHISOR AND FRANCHISEE, EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

Any and all notices required or permitted under this Guaranty will be in writing and will be personally delivered in the manner provided under Section 24 of the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed its signature this ____ day of _____, 20__.

Agreed:

MONEY PAGES FRANCHISING GROUP, LLC

By: _____
Name: _____
Title: _____

GUARANTORS:

_____(SEAL)
Signature

Address:
_____
_____
Social Security No.:_____

_____(SEAL)
Signature

Address:
_____

_____
Social Security No.:_____

_____(SEAL)
Signature

Address:
_____

_____
Social Security No.:_____

ATTACHMENT 7

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)
_____(Name of Person or Legal Entity)
_____(ID Number)

The undersigned depositor ("**Depositor**") hereby authorizes MONEY PAGES FRANCHISING GROUP, LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") to debit or credit such account(s) pursuant to Franchisor's instructions.

_____	_____
Depository	Branch
_____	_____
City	State Zip Code
_____	_____
Bank Transit/ABA Number	Account Number

This authority is to remain in full and force and effect until Depository has received joint written notification from Franchisor and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity to act on it. Notwithstanding the foregoing, Depository shall provide Franchisor and Depositor with 30 days' prior written notice of the termination of this authority. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if (a) within 15 calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry; or (b) 45 days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

_____	_____
Depositor:	**Depositor:**
By:_____	**By:**_____
Name:_____	**Name:**_____
Title:_____	**Title:**_____
Date:_____	**Date:**_____

Attachment 8

INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE ACCOUNT AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE ACCOUNT AGREEMENT (the "Agreement") is made and entered into this day of _____ (the "Effective Date") by and between Money Pages Franchising Group, LLC, a Florida limited liability company with its principal place of business at 7892 Baymeadows Way, Jacksonville, Florida 32256 (the "Franchisor"), and _____, a(n) _____ _____, with its principal place of business located at_____ _____ and _____'s principal(s) _____, an individual residing at _____ and_____, an individual residing at _____ ("Principal(s)"). _____ and Principal(s) shall be collectively referred to in this Agreement as the "Franchisee".

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a Money Pages business ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media and software accounts, and use telephone listings linked to the Money Pages brand.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. Internet Advertising and Telephone Accounts

2.1 Interest in Websites, Social Media and Software Accounts and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, software accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet websites, and the right to

hyperlink to certain websites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, social media and software companies, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Electronic Advertising: (i) to transfer all of Franchisee's interest in such Electronic Advertising to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic Advertising, Franchisee will immediately direct the Internet Companies to terminate such Electronic Advertising or will take such other actions with respect to the Electronic Advertising as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Listings: (i) to transfer all Franchisee's interest in such Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Listings or will take such other actions with respect to the Telephone Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Franchisee's interest in and to the Electronic Advertising to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Electronic Advertising;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the application of Florida conflict of law rules.

-Remainder of Page Intentionally Blank-

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

EXHIBIT B

DEVELOPMENT AGREEMENT
See attached.

DEVELOPMENT AGREEMENT

between

MONEY PAGES FRANCHISING GROUP, LLC

and

_____

TERRITORY SIZE

□ 50,000 TO 100,000 HOUSEHOLDS **□ 100,000 TO 150,000 HOUSEHOLDS**

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ATTACHMENTS:

ATTACHMENT 1 – DEVELOPER ACKNOWLEDGMENT STATEMENT
ATTACHMENT 2 – DATA SHEET

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**"), dated _____ (the "**Effective Date**"), is entered into by and between MONEY PAGES FRANCHISING GROUP, LLC, a Florida limited liability company having an address at 7892 Baymeadows Way, Jacksonville, Florida 32256 ("**we**," "**our**," or "**us**"), and _____, a _____ having an address at _____ ("**you**," or "**your**") and _____'s principal _____ an individual residing at _____ and _____ _____ an individual residing at _____. _____ and pincipals shall be collectively referred toas "you", "your" or the "Developer". In consideration of the following mutual promises, the parties agree as follows:

1. Background.

1.1 We have developed a unique concept and system (the "**System**") that is operated through businesses ("**Money Pages Businesses**") that market, produce and distribute monthly direct-mail coupon magazines ("**Monthly Magazines**") under the name "Money Pages" and such other trademarks, trade names and service marks as are now designated (and may hereafter be designated by us in writing) as part of the System (the "**Proprietary Marks**"). Before signing this Agreement, you have read our Franchise Disclosure Document ("**FDD**") and independently evaluated and investigated the risks of purchasing a franchise specifically, including such factors as current and potential market conditions, owning a franchise and various competitive factors. Following your investigation, you wish to enter into this Agreement to obtain a franchise to use (i) the System and (ii) the Proprietary Marks to operate a Money Pages Business for marketing, producing and distributing Monthly Magazines in a designated area (each, a "**Franchised Business**").

1.2 We have designed the System so that the public associates the Franchised Business with high quality standards. The System includes, without limitation: (i) the Proprietary Marks; (ii) designated sources and suppliers; (iii) management, sales, personnel and operational training programs, materials and procedures; (iv) standards and specifications for operations, marketing, production and equipment described in our confidential manuals, as amended by us from time to time (collectively, the "**Manual**"); (v) training, expertise, knowledge, confidential information, trade secrets and methods of operating a Money Pages Business; (vi) marketing, advertising and promotional programs; and (viii) other specific processes for development of Monthly Magazines.

1.3 We grant qualified third parties the right to develop and operate a Franchised Business within a defined geographical area that contains greater than 50,000 households (the "**Development Area**" or the "**Territory**") in accordance with the terms of this Agreement to which you must be strictly adhere, with each Franchised Business within the Development Area being opened and operating utilizing the Proprietary Marks and System pursuant to the terms and conditions set forth in a separate form of our then-current form of franchise agreement (each, a "**Franchise Agreement**").

2. ***Development Area.*** Subject to the terms and conditions set forth herein, we grant you the right, and you undertake the obligation, to develop and establish a Territory that contains either fifty thousand (50,000) to one hundred thousand (100,000) households or one hundred thousand (100,000) to one hundred fifty thousand (150,000) households within the Development Area defined in the Data Sheet attached hereto as Attachment 2 (the "Data Sheet"), provided you open and commence operations of such Territory in strict accordance with the mandatory development schedule also set forth in the Data Sheet (the "Development Schedule") and otherwise in accordance with the terms and conditions set forth herein. During the term of this Agreement and except as provided herein, we will not open or operate, or license any third party the right to open or operate, any Franchised Business within your Development Area.

2.2 *Subdivision of Territory*. You shall have the option to subdivide your Territory into mailing zones of fifty thousand (50,000) or fewer households, each with distinctly mailed Monthly Magazines, or to publish and mail a single Monthly Magazine to up to one hundred thousand (100,000) households within the Territory.

3. ***Development Fee.*** You shall pay us a development fee equal to seventy five thousand dollars ($75,000) for the right to develop a Territory which contains 50,000 to 100,000 households, or a development fee equal to one hundred thousand dollars ($100,000) for the right to develop a Territory which contains 100,000 to 150,000 households (the "Development Fee") under this Agreement, which is: (i) deemed fully earned upon payment and is not refundable under any circumstances; and (ii) payable upon execution of this Agreement. The parties agree and acknowledge that the Development Fee is comprised of the franchise fee payable in connection with: (i) the initial 50,000 household mailing zone that you are granted the right to open within the Development Area (the "Initial Mailing Zone"); and (ii) each additional 50,000 household mailing zone that we have granted you the right to open hereunder (each, an "Additional Mailing Zone").

3.1 *Franchise Agreement Fees for the Territory*. If you elect to publish and mail a single Monthly Magazine to up to one hundred thousand (100,000) households within the Territory, the following fees shall apply to each franchise agreement you execute pursuant to this Agreement.

3.1.1 the Royalty Fee, as that term is defined in such franchise agreement, payable shall be equal to four thousand dollars ($4,000) per Monthly Magazine mailing to 50,000 to 100,000 households;

3.1.2 the Marketing Contribution, as that term is defined in such franchise agreement, payable shall be equal to five hundred dollars ($500) per Monthly Magazine mailing to 50,000 to 100,000 households; and

3.1.3 the Design Fee, as that term is defined in such franchise agreement, payable shall be equal to one thousand five hundred dollars ($1,500) per Monthly Magazine mailing to 50,000 to 100,000 households.

If, pursuant to Section 2.2 above, you elect to subdivide the Territory into smaller mailing zones containing fewer than 50,000 household with distinctly mailed Monthly Magazines (each a "Monthly Magazine Zone"), all fees described in this Section 3.1 shall revert to the original amounts as described in such franchise agreement, and shall be payable on a per Monthly Magazine Zone basis.

4. ***Initial Franchise Agreement; Additional Franchise Agreements.*** Contemporaneous with the execution of this Agreement, you or your approved designee must enter into our current form of Franchise Agreement for the Initial Mailing Zone that you are required to open within the Development Area. You also agree and acknowledge that you or your approved designee must: (i) enter into our then-current form of Franchise Agreement for each Additional Mailing Zone that you are required to open under this Agreement; and (ii) enter into such Franchise Agreements at such times that are required for you to timely meet, and strictly adhere to, your obligations under the agreed-upon Development Schedule.

5. ***Development Obligations.*** You must ensure that, at a minimum, you: (i) open and commence operations of one (1) new mailing zone during each of the development periods defined in the Development Schedule (each, a "Development Period"); and (ii) have the minimum cumulative number of mailing zones open and operating at the expiration of each such Development Period. The parties agree and acknowledge that time is of the essence with respect to the foregoing development obligations, and that your failure to comply with the Development Schedule in any manner with respect to any Development Period is grounds for immediate termination of this Agreement (and any future development rights granted hereunder) if not timely cured as set forth in Section 6.2 of this Agreement.

6. ***Term and Termination.***

6.1 This Agreement will commence as of the date it is fully executed and, unless earlier terminated by us, will expire on the earlier of: (i) the last day of the calendar month that the final mailing zone is required to be opened and operating under the Development Schedule; or (ii) the date you actually open the last mailing zone that you are granted the right to operate under this Agreement. Upon expiration or termination of this Agreement for any reason, you will not have any rights within the Development Area, other than rights granted under your individual Franchise Agreements.

6.2 We will have the right, at our option, to terminate this Agreement and all rights granted to you hereunder, without affording you any opportunity to cure such default, effective upon written notice to you, upon the occurrence of any of the following events: (i) if you cease to actively engage in development activities in the Development Area or otherwise abandon the development business for three (3) consecutive months, or any shorter period that indicates an objective intent by you to discontinue development of the Development Area; (ii) if you become insolvent or are adjudicated bankrupt, or if any action is taken by you, or by others against you, under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit of creditors or a receiver is appointed by you; (iii) if you fail to meet your development obligations under the Development Schedule for any single Development Period, and fail to cure such default within thirty (30) days of receiving notice thereof; or (iv) if any Franchise Agreement that is entered into in order to fulfill your development obligations under this Agreement is terminated or subject to termination by us, pursuant to the terms of that Franchise Agreement.

7. ***Reservation of Rights.*** Except as provided in Section 1 of this Agreement, the parties agree and acknowledge that the rights granted in this Agreement are non-exclusive and that we and our affiliates reserve all other rights not expressly granted to you herein.

8. ***Sale or Assignment.*** Your rights under this Agreement are personal and you may not sell, transfer, or assign any right granted herein without our prior written consent, which may be withheld in our sole discretion. We have the right to assign this Agreement in whole or in part in our sole discretion.

9. ***Acknowledgment.*** You acknowledge that this Agreement is not a Franchise Agreement and does not confer upon you any rights to use our Proprietary Marks or System.

10. ***Notices.*** Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered; mailed by certified mail, return receipt requested; or dispatched by overnight delivery service, with a return receipt mechanism, to the respective parties at the addresses set forth in the introductory paragraph of this Agreement, unless and until a different address has been designated by written notice to the other party.

Notices shall be deemed to have been received as follows: by personal delivery -- at the time of delivery; by overnight delivery service -- on the next business day following the date on which the Notice was given to the overnight delivery service; and by certified mail -- three (3) days after the date of mailing.

11. ***Dispute Resolution and Applicable Law.***

11.1 We agree that all controversies, disputes, or claims between us and your affiliates, and us and our affiliates' respective shareholders, officers, directors, agents, and/or employees, and you (and/or your owners, shareholders, officers, guarantors, affiliates, and/or employees) arising out of or related to:

11.1.1 this Agreement or any other agreement between us;

11.1.2 our relationship with you;

11.1.3 the scope and validity of this Agreement or any other agreement between us and you or any provision of such agreements (including the validity and scope of the arbitration obligations under this Section 11.1, which the parties acknowledge is to be determined by an arbitrator and not a court); or

11.1.4 any system standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the then-current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrator in the Jacksonville, Florida metropolitan area. The arbitrator shall have no authority to select a hearing locale other than as described in this Section. All matters relating to arbitration will be governed by the federal arbitration act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Proprietary Mark generic or otherwise invalid or, except as expressly provided in Section 11.4 below, award any punitive or exemplary damages against either party (we and you hereby waive to the fullest extent permitted by law, except as expressly provided in Section 11.4 below, any right to or claim for any punitive or exemplary damages against the other).

We and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any

arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 11.7.

We and you agree that arbitration will be conducted on an individual, not a class wide, basis and that an arbitration proceeding between our and our affiliates, and us and our affiliates' respective shareholders, officers, directors, agents, and/or employees, and you (and/or your owners, shareholders, officers, guarantors, affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 11.1 or Section 13 of this Agreement, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 11.1, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 11 (excluding this Section 11.1).

Despite our and your agreement to arbitrate, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that we and you must contemporaneously submit the dispute for arbitration on the merits as provided in this Section.

The provisions of this Section 11 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

11.2 ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, 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 US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES; PROVIDED, HOWEVER, ANY FLORIDA LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

11.3 SUBJECT TO SECTION 11.1 ABOVE AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN JACKSONVILLE, FLORIDA, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE FRANCHISED BUSINESS IS LOCATED.

11.4 EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER YOUR FRANCHISE AGREEMENTS, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS)

WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

11.5 WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU.

11.6 Except for claims arising from your non-payment or underpayment of amounts you owe us, any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a judicial or arbitration proceeding is commenced within eighteen (18) months from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

11.7 If we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement or your Franchise Agreements, you agree, whether or not we initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees.

11.8 Our officers, directors, shareholders, agents and/or employees are express third party beneficiaries of this Agreement and the dispute resolution procedures contained herein.

12. Approvals and Waivers.

12.1 Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us therefore, and such approval or consent must be obtained in writing.

12.2 We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefore.

12.3 No failure of ours to exercise any power reserved to us by this Agreement, or to insist upon strict compliance by you with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of our right to demand exact compliance with any of the terms hereof. Waiver by us of any particular default of yours shall not affect or impair our rights with respect to any subsequent default of the same, similar or different nature; nor shall any delay, forbearance or omission of ours to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants hereof, affect or impair our right to exercise the same, nor shall such constitute a waiver by us of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by us of any payments or contributions due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement.

13. Severability and Construction.

13.1 If, for any reason, any section, part, term, provision and/or covenant herein 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 shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions and/or covenants of this Agreement as may remain otherwise

intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions and/or covenants shall be deemed not to be a part of this Agreement.

13.2 Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination), or assignment shall survive such expiration, termination, or assignment.

13.3 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, shareholders, agents and employees, and such of our successors and assigns as may be contemplated by Section 8 hereof, any rights or remedies under or by reason of this Agreement. References to "we" or "you" include the respective parties' successors, assigns or transferees, subject to the limitations of Section 8 of this Agreement.

13.4 You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which you are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

14. Additional Documentation. You must from time to time, subsequent to the date first set forth above, at our request and without further consideration, execute and deliver such other documentation or agreements and take such other action as we may reasonably require in order to effectuate the transactions contemplated in this Agreement. In the event that you fail to comply with the provisions of this Section, you hereby appoint me as your attorney-in-fact to execute any and all documents on your behalf, as reasonably necessary to effectuate the transactions contemplated herein.

15. No Right to Offset. You may not withhold all or any part of any payment to us or any of our affiliates on the grounds of the alleged nonperformance of us or any of our affiliates or as an offset against any amount we or any of our affiliates may owe or allegedly owe you under this Agreement or any related agreements.

16. Entire Agreement. This Agreement and the attachments and the documents referred to in this Agreement constitute the entire Agreement between us and you concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced you to execute this Agreement. Except for those permitted to be made unilaterally by us under this Agreement, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation that we made in the franchise disclosure document (including its attachments, exhibits and amendments) ("FDD") that we delivered to you or your representative, subject to any agreed-upon changes to the contract terms and conditions described in that FDD and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement). If an amendment to this Agreement is executed at our request, we will pay any legal fees or costs of preparation of the amendment. If an amendment of this Agreement is executed at your request, any legal fees or costs of preparation in connection therewith will, at our option, be paid by us.

17. Acknowledgments.

17.1 You acknowledge that you have conducted an independent investigation of the business of operating multiple Money Pages mailing zones and recognize that the business venture contemplated by

this Agreement involves business risks and that your success will be largely dependent upon your ability (or, if you are an entity, the ability of your principals) as an independent businessperson(s), his/her/their active participation in the daily affairs of the business, market conditions, area competition, availability of product and quality of services provided, as well as other factors. We expressly disclaim the making of, and you acknowledge that you have not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. You also acknowledge that we have not given any representation, promise or guarantee of your success in the Development Area or the suitability of the Development Area as a successful location for your Franchised Business. You acknowledge that our approval of your Development Area does not constitute recommendation or endorsement of the Development Area, nor any assurance by us that the operation of Franchised Businesses in the Development Area will be successful or profitable. You will be solely responsible for your own success in the Development Area.

17.2 You acknowledge that you received a copy of this Agreement, the attachment(s) hereto and agreements relating hereto (if any), as well as a copy of the FDD, at such time(s) as required by applicable federal and state franchise laws and regulations.

17.3 You acknowledge that you have read and understood the FDD, this Agreement, the attachments hereto and agreements relating thereto (if any) and that we have given you ample time and opportunity to consult with your attorneys, accountants and other advisors of your own choosing about the potential benefits and risks of entering into this Agreement. You, together with your advisors, have sufficient knowledge and experience in financial and business matters to make an informed investment decision. You acknowledge that you have no knowledge of any representations by us (or anyone purporting to represent or act on our behalf) or our officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the disclosures and information in the FDD or contrary to the terms of this Agreement.

17.4 You acknowledge that you are aware of the fact that other present or future franchisees of ours may operate under different forms of agreement(s) and consequently that our obligations and rights with respect to various System franchisees may differ materially in certain circumstances.

17.5 Developer hereby acknowledges the truthfulness of the statements contained in Attachment 1 hereto. Developer's acknowledgments are an inducement for Franchisor to enter into this Agreement. Developer shall immediately notify Franchisor, prior to acknowledgment, if any statement in Attachment 1 is incomplete or incorrect.

-Remainder of Page Intentionally Blank-

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

WE:

MONEY PAGES FRANCHISING GROUP, LLC

By:_____
Name:_____
Title:_____

YOU:

If an Individual:

Signature:_____
Printed Name:_____

If other than an Individual:

[INSERT ENTITY NAME]

By:_____
Name:_____
Title:_____

ATTACHMENT 1
DEVELOPER ACKNOWLEDGMENT STATEMENT

Developer hereby acknowledges the following:

13.1 Developer has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of developing the Franchised Businesses contemplated hereunder. Developer further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Businesses to be developed hereunder has been made to Developer by Franchisor and Developer hereby waives any claim against Franchisor for any business failure Developer may experience as a developer under this Agreement.

_____
Initial

13.2 Developer agrees that no claims of success or failure have been made to him or her prior to signing this Agreement and that he/she understands all the terms and conditions of this Agreement. Developer further acknowledges that this Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

13.3 Developer has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. Developer acknowledges that no representations or warranties are made or implied, except as specifically set forth herein. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

_____
Initial

13.4 Franchisor expressly disclaims the making of, and Developer acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

_____
Initial

13.5 Developer acknowledges that he/she has received the Money Pages Franchising Group, LLC, Franchise Disclosure Document with a complete copy of this Agreement and all related Exhibits and agreements at least fourteen (14) calendar days prior to the date on which this Agreement was executed. Developer further acknowledges that Developer has read such Franchise Disclosure Document and understands its contents.

_____
Initial

13.6 Developer acknowledges that he/she has had ample opportunity to consult with his/her own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Developer with respect to this Agreement or the relationship thereby created.

_____
Initial

13.7 Developer, together with Developer's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the development rights granted by this Agreement.

_____
Initial

13.8 Release of Prior Claims. BY EXECUTING THIS AGREEMENT, DEVELOPER, INDIVIDUALLY AND ON BEHALF OF DEVELOPER'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE MONEY PAGES FRANCHISING GROUP, LLC, MONEY PAGES HOLDINGS, LLC, MONEY PAGES OF FLORIDA, INC, 3D DIGITAL SOLUTIONS, LLC, AND ANY OF ABOVE'S OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

_____
Initial

DEVELOPER:

_____

By:_____

_____,_____
(Print Name, Title)

Date:_____

PRINCIPAL:

_____

_____
(Print Name)

Date: _____

PRINCIPAL:

_____

_____
(Print Name)

Date: _____

ATTACHMENT 2

DATA SHEET

1. **Development Area.** The Development Area, as referred to in Section 2 of the Development Agreement, is described below (or an attached map) by geographic boundaries and will consist of the following area or areas:

_____
_____
_____.

2. **Development Schedule.** The Development Schedule referred to in Sections 2 and 5 of the Development Agreement is as follows:

Expiration of Development Period (each, a "Development Period")	# of New Households Mailed Within Development Period	Cumulative # of Households that Must Be Mailed
___ Months from Effective Date	50,000	50,000
___ Months from Effective Date	50,000	100,000
___ Months from Effective Date	50,000	150,000

AGREED AND ACCEPTED BY:

WE:

MONEY PAGES FRANCHISING GROUP, LLC

By:_____
Name:_____
Title:_____

If an Individual:

Signature:_____
Printed Name:_____

If other than an Individual:

[INSERT ENTITY NAME]

By:_____
Name:_____
Title:_____

EXHIBIT C

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce

State	State Agency	Agent for Service of Process
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222 Phone (212) 416-6042 Fax	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT D

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See attached.

Money Pages Franchise Operations Manual
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EXHIBIT E

LIST OF FRANCHISEES

See attached.

EXHIBIT E-1

OPERATING FRANCHISEES AND DEVELOPERS

(As of December 31, 2021)

California	
Glasgow Ventures, LLC 4400 Keller Avenue, Suite 140-244 Oakland, CA 94605 510-455-2204 Attn: Nancy Williams and Garry Glasgow Area of Operations: Oakland, CA (Owns 3 outlets)	
Florida	
WDG Enterprises, LLC 1500 North Beach Street Ormond Beach, FL 32174 386-299-5643 Attn: Don Grindle Area of Operations: Ormond Beach, FL	WDG Enterprises, LLC 1500 North Beach Street Ormond Beach, FL 32174 386-299-5643 Attn: Don Grindle Area of Operations: Port Orange, FL
WDG Enterprises, LLC 1500 North Beach Street Ormond Beach, FL 32174 386-299-5643 Attn: Don Grindle Area of Operations: Dayton Beach, FL	WDG Enterprises, LLC 1500 North Beach Street Ormond Beach, FL 32174 386-299-5643 Attn: Don Grindle Area of Operations: New Smyrna Beach, FL
Georgia	
GP Marketing, Inc 2001 Duncan Dr. NW #3501 Kennesaw, GA 30144 470-747-1968 470-867-7468 Attn: Brian and Ramona Long Area of Operations: Kennesaw, GA and Marietta, GA	Vista Grove Marketing, Inc 2849 Sylvan Ramble Road NE, Atlanta, GA 30345 770-653-9374 Attn: Araxnta Ibarra and Marc Rose Area of Operations: Northern Atlanta, GA
Ohio	
Adverlytics Inc. 4936 Windy Ridge Court, Liberty Township, OH 45022 513-476-7216 Attn: Michael Schultz Area of Operations: Cincinnati, OH	
South Carolina	
Bigfoot Marketing of the Carolinas, LLC PO Box 37444 Rock Hill, SC 29732 904-866-9523 Attn: Ryan and Heather Zabinsky Area of Operations: Fort Mill, SC and Charlotte, NC	
Tennessee	
Jason Richardson	

100 Cherokee Blvd. Ste. 2113 Chattanooga, TN 37405 423-665-4646 Area of Operations: 3 Locations in Chattanooga, TN	
Virginia	
ACS Advertising, LLC 4202 Broad Branch Circle, Richmond, BA 23238 804-938-2340 Attn: Aubrey Sylvester Area of Operation: Richmond, VA	

EXHIBIT E-2

AGREEMENTS SIGNED, BUT NOT OPERATING

(As of December 31, 2021)

Indiana	
A & R Advertising, LLC 2928 Westerfield Court, Brownsburg, IN 46112 309-207-0543 Attn: Jeffery A. Eder Area of Operation: Brownsburg, IN	

EXHIBIT E-3

FORMER FRANCHISEES

(as of 12/31/2021)

Franchisees that had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with the franchisor within the 10 weeks preceding the Issuance Date of this Disclosure Document:

Virginia	
Edge Change Before Lead Change, Inc. P.O. Box 554 Winchester, VA 22604 540-546-1664 Attn: Adam Kline Area of Operations: Winchester, VA	

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

EXHIBIT E-4

LIST OF LICENSEES AND COMPANY-OWNED LOCATIONS

Licensees

(As of **December 31, 2021**)

The Index Journal
610 Phoenix St.
Greenwood, SC 29646
864-223-1411

Company-Owned Locations

(As of **December 31, 2021**)

Our affiliate listed below owns the following locations:

Florida	
Money Pages of Florida, Inc. 7892 Baymeadows Way Jacksonville, FL 32256 (904) 374-2027 Area of Operations: Jacksonville, FL (11 markets)	Money Pages of Florida, Inc. 7892 Baymeadows Way Jacksonville, FL 32256 (904) 374-2027 Area of Operations: St. Augustine, FL
Money Pages of Florida, Inc. 7892 Baymeadows Way Jacksonville, FL 32256 (904) 374-2027 Area of Operations: Palm Coast, FL	Money Pages of Florida, Inc. 7892 Baymeadows Way Jacksonville, FL 32256 (904) 374-2027 Area of Operations: Amelia Island, FL
Georgia	
Money Pages of Florida, Inc. 7892 Baymeadows Way Jacksonville, FL 32256 (904) 374-2027 Area of Operations: Kingsland, GA	
Virginia	
Money Pages of Florida, Inc. 7892 Baymeadows Way Jacksonville, FL 32256 (904) 374-2027 Area of Operation: Winchester, VA	

EXHIBIT F

FINANCIAL STATEMENTS

See attached.

MONEY PAGES FRANCHISING GROUP, LLC

Financial Statements
Years ended December 31, 2021 and 2020

Money Pages Franchising Group, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Members
Money Pages Franchising Group, LLC

We have audited the accompanying financial statements of Money Pages Franchising Group, LLC, which comprise the balance sheets as of December 31, 2021 and 2020 and the related statements of operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Money Pages Franchising Group, LLC as of December 31, 2021 and 2020 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Pivot CPAs

Ponte Vedra Beach, Florida
April 8, 2022

Money Pages Franchising Group, LLC
Balance Sheets

	December 31,	
	2021	2020
Assets		
Cash	$ 234,632	$ 68,014
Unamortized commissions	219,131	275,089
Prepaid expenses	147,975	107,898
Marketing fund assets, restricted	20,418	21,093
Related party receivable	-	1,468
Property and equipment, net	16,792	25,673
Total assets	$ 638,948	$ 499,235
Liabilities and Members' Equity		
Accounts payable	$ 16,069	$ 8,234
Deferred income	571,164	513,069
Note payable	18,729	24,375
Total liabilities	605,962	545,678
Members' equity (deficit)	32,986	(46,443)
Total liabilities and members' equity	$ 638,948	$ 499,235

The accompanying notes are an integral part of these financial statements

Money Pages Franchising Group, LLC
Statements of Operations

	Year ended December 31,	
	2021	2020
Revenue:		
Monthly fees and charges, net	$ 2,502,682	$ 1,421,630
Initial franchise fees	216,339	135,774
Marketing fund	51,000	40,250
Total revenues	2,770,021	1,597,654
Operating costs and expenses:		
Printing and mailing	2,081,400	1,161,540
General and administrative	212,694	155,971
Broker commission	151,958	100,732
Professional fees	90,275	61,692
Management expenses	81,360	72,869
Advertising	62,941	44,010
Depreciation	9,964	9,910
Total operating costs and expenses	2,690,592	1,606,724
Net income	$ 79,429	$ (9,070)

The accompanying notes are an integral part of these financial statements

Money Pages Franchising Group, LLC
Statement of Changes in Members' Equity

Members' deficit, January 1, 2020	$	(37,373)
Net loss		(9,070)
Members' deficit, December 31, 2020		(46,443)
Net income		79,429
Members' equity, December 31, 2021	$	32,986

The accompanying notes are an integral part of these financial statements

Money Pages Franchising Group, LLC
Statements of Cash Flows

	Year ended December 31,	
	2021	2020
Cash Flows from Operating Activities:		
Net income (loss)	$ 79,429	$ (9,070)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	9,965	9,910
(Increase) decrease in assets:		
Unamortized commissions	55,957	(213,768)
Prepaid expenses	(40,077)	(12,261)
Marketing fund assets, restricted	675	301
Related party receivable	1,468	(1,468)
Increase (decrease) in liabilities:		
Accounts payable	7,835	(19,350)
Deferred income	58,095	289,032
Related party payable	-	(21,217)
Net cash provided by operating activities	173,347	22,109
Cash Flows from Investing Activities:		
Capital expenditures	(1,083)	-
Cash Flows from Financing Activities:		
Repayments on debt	(5,646)	(6,105)
Net change in cash	166,618	16,004
Cash - beginning of year	68,014	52,010
Cash - end of year	$ 234,632	$ 68,014
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 1,024	$ -

The accompanying notes are an integral part of these financial statements

1. Organization and Summary of Significant Accounting Policies

Formation and Nature of Operations

Money Pages Franchising Group, LLC (the "Company") was formed in August 2012 and is registered with the State of Florida as a limited liability company. The principal objective of the Company is to enter into franchise agreements with franchisees whereby it provides the use of the name, trademarks, business model, and expertise to franchisees who will make use of such resources to partner with local businesses to offer marketing solutions for direct mail campaigns, design initiatives and print advertising under the name "Money Pages" throughout a certain territory as defined in a franchise agreement. The Company maintains its corporate office in Jacksonville, Florida.

The initial franchise fee authorizes the franchisee with a territory that contains up to 50,000 households, comprising one outlet. Development agreements grant the right to develop a certain amount of franchised business outlets within a defined geographical area. The development agreement fee is dependent on the amount of franchised business outlets granted in a development agreement.

As of December 31, 2021 and 2020, there were 16 and 15 Company-owned outlets, respectively. During 2021 the Company awarded two new franchise agreements. As of December 31, 2021 there were 13 franchised outlets in operation located in six states.

Revenue from Contracts with Customers

Monthly fees, including royalty and design fees, are based on a flat fee and are recognized on the deadline date of each monthly magazine. Other monthly service fees such as accounting, and technology fees are earned monthly as the service is provided.

Initial franchise fees, development fees, and any related renewal or transfer fees are non-refundable and are recognized on a straight-line basis over the franchise term, generally seven years, or upon termination. Deferred revenue represents the portion of franchise fees that have been paid to the Company in advance of revenue recognition over the term of the franchise agreement and monthly magazine fees paid prior to the Company providing the monthly services.

Marketing fund revenue consists of contributions to the Company's advertising fund by franchisees and Company-owned operations and are recognized monthly when due. Marketing fund revenue is restricted to be used for advertising and promotion however the related performance obligation is not considered separate from the monthly royalty and design fees, therefore related marketing fund expenses are presented gross in the accompanying statement of operations.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. Improvements and betterments are capitalized, while repairs and maintenance are charged to operations when incurred.

1. Organization and Summary of Significant Accounting Policies (Continued)

Marketing Fund and Advertising Costs

The Company administers a marketing fund on behalf of its franchisees to coordinate the advertising efforts of the Company. Under this arrangement, the Company collects and disburses fees paid by franchisees and Company-owned outlets for national and regional advertising, and promotional and public relations programs. Contributions to the advertising fund are generally based on a fixed amount per franchise. Contributions to the advertising fund that have not yet been expended are included in the marketing fund asset, restricted, on the balance sheet.

Advertising costs are expensed as incurred. Included in advertising expense in the statement of operations are advertising expenses incurred by the marketing fund of $51,000 and $21,000 for the years ended December 31, 2021 and 2020, respectively.

Income Taxes

The Company is a limited liability company and has elected to be taxed as a partnership, accordingly, no provision is made for federal income taxes because the income or loss of the Company is included in the individual tax returns of its Members.

As of December 31, 2021, and 2020, the Company has no uncertain tax positions that qualify for either recognition or disclosure the financial statements. The Company did not have accrued interest or penalties associated with any uncertain tax benefits, nor as any interest expense recognized during the years ended December 31, 2021 and 2020.

The Company files tax returns in the United States federal jurisdictions. The Company is not subject to income tax examinations by tax authorities for tax years before 2018.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

1. Organization and Summary of Significant Accounting Policies (Continued)

Recently Issued Accounting Pronouncements – Not Yet Adopted

In February 2016, FASB issued its new lease accounting guidance in ASU No. 2016-02, *Leases (Topic 842),* which supersedes Topic 840, *Leases*. Under the new guidance, lessees will be required to recognize at the commencement date for all leases (with the exception of lease terms of 12 months or less for which there is not an option to purchase the underlying asset): (a) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (b) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. The standard will be effective for the Company's 2022 financial statements. The Company is currently evaluating the effect that the updated standard may have on its financial statements.

2. Related Party Transactions

The Company contracts with Money Pages of Florida, Inc. ("MPFL"), an affiliated company with common ownership, for certain overhead and administrative services. These services consist primarily of salaries and related benefits paid to corporate personnel, rent, data processing services, and other corporate facilities costs. MPFL also provides administrative, information management and other services to the Company. Allocations of personnel costs are based primarily on actual time spent by affiliate employees with respect to the Company's activities. Remaining overhead costs are allocated based on management's estimate of the Company's use of such items which vary from month-to-month. During the years ended December 31, 2021 and 2020, the Company incurred management services expense to MPFL of $81,360 and $72,869, respectively.

The Company also contracts with MPFL to provide certain monthly services related primarily to the design, printing, and distribution of monthly mailers for franchisees. The Company incurred $2,101,100 and $1,168,941 for these monthly services during the years ended December 31, 2021 and 2020, respectively. At December 31, 2020, the Company had a net receivable due from MPFL of $1,468 related to these services.

The Company contracts with 3D Digital, an affiliated company with common ownership, to provide certain monthly digital services. These services generally consist of web hosting and maintenance, display banner advertising and search engine marketing. The Company incurred $9,884 and $24,426 for these monthly services during the years ended December 31, 2021 and 2020, respectively.

3. Property and Equipment

Property and equipment consist of the following:

December 31,	2021	2020
Furniture and equipment	$ 16,001	$ 14,917
Vehicles	41,044	41,044
	57,045	55,961
Less accumulated depreciation	(40,253)	(30,288)
	$ 16,792	$ 25,673

Depreciation expense related to property and equipment was $9,965 and $9,910 for the years ended December 31, 2021 and 2020, respectively.

4. Deferred Income

Deferred income represents revenues collected but not earned as of year-end. Deferred income included deferred recognition of franchise fees of $471,730 and $390,446, at December 31, 2021 and 2020, respectively.

5. Note Payable

The note payable of $18,729 and $24,375 at December 31, 2021 and 2020, respectively, consists of a financing agreement with interest at 1.9%. The note is secured by a vehicle and matures in September 2024. Interest and principal payments of $558 are due monthly.

6. Members Equity

A Member's ownership interest is equal to such Member's capital account balance as a percentage of the total capital account balances of all Members of the Company. In accordance with the Company's operating agreement, management and control of the Company and its business affairs are vested in the Members.

All items of income, gain, deduction and loss will be allocated to the members in the same proportion as is represented by their unit ownership as a percentage of the total unit ownership.

7. Subsequent Events

The Company has evaluated the accounting and disclosure requirements for subsequent events through April 8, 2022, the date the financial statements were available to be issued.

MONEY PAGES FRANCHISING GROUP, LLC

Financial Statements
Years ended December 31, 2020 and 2019

Money Pages Franchising Group, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Members
Money Pages Franchising Group, LLC

We have audited the accompanying financial statements of Money Pages Franchising Group, LLC, which comprise the balance sheets as of December 31, 2020 and 2019 and the related statements of operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Money Pages Franchising Group, LLC as of December 31, 2020 and 2019 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to these financial statements, the Company changed its method for the recognition of franchise fees and certain sales commissions during 2019 due to the adoption of Accounting Standards Codification 606, *Revenue from Contracts with Customers.* Our opinion is not modified with respect to this matter.

/s/ Pivot CPAs

Ponte Vedra Beach, Florida
March 15, 2021

Money Pages Franchising Group, LLC
Balance Sheets

	December 31,	
	2020	2019
Assets		
Cash	$ 68,014	$ 52,010
Unamortized commissions	275,089	61,320
Prepaid expenses	107,898	95,637
Marketing fund assets, restricted	21,093	21,394
Related party receivable	1,468	-
Property and equipment, net	25,673	35,583
Total assets	$ 499,235	$ 265,944
Liabilities and Members' Equity		
Accounts payable	$ 8,234	$ 27,583
Deferred income	513,069	224,037
Note payable	24,375	30,480
Related party payable	-	21,217
Total liabilities	545,678	303,317
Members' (deficit) equity	(46,443)	(37,373)
Total liabilities and members' equity	$ 499,235	$ 265,944

The accompanying notes are an integral part of these financial statements

Money Pages Franchising Group, LLC
Statements of Operations

	Year ended December 31,	
	2020	2019
Revenue:		
Monthly fees and charges, net	$ 1,421,630	$ 1,220,615
Initial franchise fees	135,774	74,643
Marketing fund	40,250	34,000
Total revenues	1,597,654	1,329,258
Operating costs and expenses:		
Printing and mailing	1,161,540	998,247
Broker commission	100,732	44,905
General and administrative	155,971	145,512
Management expenses	72,869	80,318
Advertising	44,010	56,186
Professional fees	61,692	44,066
Depreciation	9,910	9,910
Total operating costs and expenses	1,606,724	1,379,144
Net loss	$ (9,070)	$ (49,886)

The accompanying notes are an integral part of these financial statements

Money Pages Franchising Group, LLC
Statements of Changes in Members' Equity

Members' equity, December 31, 2018	$	92,152
ASC 606 adoption adjustment (note 2)		(79,639)
Net loss		(49,886)
Members' deficit, December 31, 2019		(37,373)
Net loss		(9,070)
Members' deficit, December 31, 2020	$	(46,443)

The accompanying notes are an integral part of these financial statements

Money Pages Franchising Group, LLC
Statements of Cash Flows

	Year ended December 31,	
	2020	2019
Cash Flows from Operating Activities:		
Net loss	$ (9,070)	$ (49,886)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation	9,910	9,910
ASC 606 adjustment	-	(79,639)
(Increase) decrease in assets:		
Unamortized commissions	(213,768)	(61,320)
Prepaid expenses	(12,261)	(16,908)
Marketing fund assets, restricted	301	(21,394)
Related party receivable	(1,468)	-
Increase (decrease) in liabilities:		
Accounts payable	(19,350)	22,642
Deferred income	289,032	145,162
Related party payable	(21,217)	21,217
Net cash provided by (used in) operating activities	22,109	(30,216)
Cash Flows from Financing Activities:		
Repayments on debt	(6,105)	(5,974)
Net change in cash	16,004	(36,190)
Cash - beginning of year	52,010	88,200
Cash - end of year	$ 68,014	$ 52,010

The accompanying notes are an integral part of these financial statements

1. Organization and Summary of Significant Accounting Policies

Formation and Nature of Operations

Money Pages Franchising Group, LLC (the "Company") was formed in August 2012 and is registered with the State of Florida as a limited liability company. The principal objective of the Company is to enter into franchise agreements with franchisees whereby it provides the use of the name, trademarks, business model, and expertise to franchisees who will make use of such resources to partner with local businesses to offer marketing solutions for direct mail campaigns, design initiatives and print advertising under the name "Money Pages" throughout a certain territory as defined in a franchise agreement. The Company maintains its corporate office in Jacksonville, Florida.

The initial franchise fee authorizes the franchisee with a territory that contains up to 50,000 households, comprising one outlet. Development agreements grant the right to develop a certain amount of franchised business outlets within a defined geographical area. The development agreement fee is dependent on the amount of franchised business outlets granted in a development agreement.

At December 31, 2020 and 2019, there were 15 Company-owned outlets in the Northeast Florida area. During 2020 the Company sold four new franchise agreements and three new development agreements and at December 31, 2020 there were 14 franchised outlets in operation located in five states.

Revenue from Contracts with Customers

Initial franchise fees, development fees, and any related renewal or transfer fees are non-refundable and are recognized on a straight-line basis over the franchise term, generally seven years, or upon termination. Deferred revenue represents the portion of franchise fees that have been paid to the Company in advance of revenue recognition over the term of the franchise agreement and monthly magazine fees paid prior to the Company providing the monthly services.

Monthly fees, including royalty and design fees, represent continuing franchise fees based on a flat fee or page counts and premium products included in a monthly magazine and are recognized on the print date of each monthly magazine. Other monthly service fees such as accounting, and technology fees are earned monthly as the service is provided.

Marketing fund revenue consists of contributions to the Company's advertising fund by franchisees and Company-owned operations and are recognized monthly when due. Marketing fund revenue is restricted to be used for advertising and promotion however the related performance obligation is not considered separate from the monthly royalty and design fees, therefore related marketing fund expenses are presented gross in the accompanying statement of operations.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. Improvements and betterments are capitalized, while repairs and maintenance are charged to operations when incurred.

1. Organization and Summary of Significant Accounting Policies (Continued)

Marketing Fund and Advertising Costs

The Company administers a marketing fund on behalf of its franchisees to coordinate the advertising efforts of the Company. Under this arrangement, the Company collects and disburses fees paid by franchisees and Company-owned outlets for national and regional advertising, and promotional and public relations programs. Contributions to the advertising fund are generally based a fixed amount per franchise. Contributions to the advertising fund that have not yet been expended are included in the marketing fund asset, restricted on the balance sheet.

Advertising costs are expensed as incurred. Included in advertising expense in the statement of operations are advertising expenses incurred by the marketing fund of $21,000 and $34,000 for the years ended December 31, 2020 and 2019, respectively.

Income Taxes

The Company is a limited liability company and has elected to be taxed as a partnership, accordingly, no provision is made for federal income taxes because the income or loss of the Company is included in the individual tax returns of its Members.

As of December 31, 2020, and 2019, the Company has no uncertain tax positions that qualify for either recognition or disclosure the financial statements. The Company did not have accrued interest or penalties associated with any uncertain tax benefits, nor as any interest expense recognized during the years ended December 31, 2020 and 2019.

The Company files tax returns in the United States federal jurisdictions. The Company is not subject to income tax examinations by tax authorities for tax years before 2017.

Reclassification

The Company reclassified amounts related to the 2019 marketing fund activities to conform to the 2020 gross presentation. The effect of the reclassification was to reclassify restricted cash as marketing fund assets, restricted, in the balance sheet and the statement of cash flows, and to present marketing fund contributions and marketing fund expenses as income and advertising expense, respectively, in the 2019 statement of operations. As a result of the reclassification, there was no effect on the net income of the Company for the year ended December 31, 2019, and cash, as presented in the 2019 statement of cash flows, decreased by $21,487.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

1. Organization and Summary of Significant Accounting Policies (Continued)

Recently Adopted Accounting Standards

The Company adopted ASC 606 during 2019 and elected to implement the standard using the modified retrospective application, effective January 1, 2019. The Company recognized the cumulative effect of initially applying the new revenue standard to all franchise and development agreements that were not completed on the date of adoption as an adjustment to the opening balance of retained earnings at January 1, 2019.

Recently Issued Accounting Pronouncements – Not Yet Adopted

In February 2016, FASB issued its new lease accounting guidance in ASU No. 2016-02, *Leases (Topic 842),* which supersedes Topic 840, *Leases.* Under the new guidance, lessees will be required to recognize at the commencement date for all leases (with the exception of lease terms of 12 months or less for which there is not an option to purchase the underlying asset): (a) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (b) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. The standard will be effective for the Company's 2022 financial statements. Lessees must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The Company is currently evaluating the effect that the updated standard may have on its financial statements.

2. Adoption of ASC 606

The new standard changes how the Company records initial franchise fees, development fees, and other franchise fees. Previously, initial franchise fees were recognized in full when all related services had been provided, which was generally when a franchisee began operations. Under the new standard, the Company determined that the services provided in exchange for the initial franchise fees do not contain separate and distinct performance obligations from the franchising right and that initial franchise fees, renewal fees and transfer fees shall be deferred and recognized over the term of each respective agreement, or upon termination of the franchise agreement.

ASC 606 also added ASC 340-40 *Other Assets and Deferred Costs - Contracts with Customers* ("ASC 340") which provides accounting guidance for incremental costs of obtaining a contract with a customer within the scope of Topic 606. Under ASC 340 the Company recognizes an asset from the incremental costs of obtaining a franchise agreement, such as sales commissions, unless the costs would have been incurred regardless of whether the franchise agreement was obtained. Incremental costs of obtaining a contract are then amortized over the term of the respective franchise agreement. Previously sales commissions were expensed as incurred.

The impact of the adoption of ASC 606 and the related ASC 340 was a decrease in members' equity at January 1, 2019 of $79,639 and the recognition of a contract liability, deferred franchise fee revenue, of $185,863 and the recognition of a contract asset, unamortized commissions, of $106,224 at January 1, 2019.

2. Adoption of ASC 606 (Continued)

The following tables summarize the impact of adopting ASC 606 on the Company's financial statements:

	Year Ended December 31, 2019		
Statement of Income	As Reported	Without Adoption of ASC 606	Adjustments
Franchise fees	74,643	10,000	64,643
Operating expenses	1,345,144	1,300,239	44,905
Net (loss) income	(49,886)	(69,624)	19,738

	December 31, 2019		
Balance Sheet	As Reported	Without Adoption of ASC 606	Adjustments
Unamortized commissions	61,320	-	61,320
Total assets	266,037	222,857	43,180
Deferred income	224,037	102,817	121,220
Members' (deficit) equity	(37,373)	22,527	(59,900)
Total liabilities and members' equity	266,037	222,857	43,180

	Year Ended December 31, 2019		
Statement of Cash Flows	As Reported	Without Adoption of ASC 606	Adjustments
Cash flows from operations:			
Net (loss) income	(49,886)	(69,624)	19,738
Increase in prepaid expenses	9,856	(35,049)	44,905
(Decrease) increase in deferred income	(40,701)	23,942	(64,643)

3. Related Party Transactions

The Company contracts with Money Pages of Florida, Inc. ("MPFL"), an affiliate, for certain overhead and administrative services. These services consist primarily of salaries and related benefits paid to corporate personnel, rent, data processing services, and other corporate facilities costs. The affiliate also provides administrative, information management and other services to the Company. Allocations of personnel costs are based primarily on actual time spent by affiliate employees with respect to the Company's activities. Remaining overhead costs are allocated based on management's estimate of the Company's use of such items which vary from month-to-month. The Company paid MPFL $72,869 and $80,318 for management services during the years ended December 31, 2020 and 2019 and also paid MPFL $3,000 for advertising expenses in for the year ended December 31, 2019. No advertising expenses were paid to MPFL for the year ended December 31, 2020.

The Company also contracts with MPFL to provide certain monthly services related primarily to the design, printing, and distribution of monthly mailers for franchisees. The Company paid MPFL $1,168,941 and $1,022,322 for these monthly services during the years ended December 31, 2020 and 2019, respectively. At December 31, 2020, the Company recorded a net receivable due from MPFL of $1,468. At December 31, 2019, the Company recorded a net payable due to MPFL of $21,217.

3. Related Party Transactions (Continued)

The Company contracts with 3D Digital, an affiliate, to provide certain monthly digital services. These services consist of web hosting and maintenance, display banner advertising and search engine marketing. The Company paid 3D Digital $24,426 and $23,589 for these monthly services during the years ended December 31, 2020 and 2019, respectively.

4. Property and equipment

Property and equipment consist of the following:

December 31,	2020	2019
Furniture and equipment	$ 14,917	$ 14,917
Vehicles	41,044	41,044
	55,961	55,961
Less accumulated depreciation	(30,288)	(20,378)
	$ 25,673	$ 35,583

Depreciation expense related to property and equipment was $9,910 for the years ended December 31, 2020 and 2019.

5. Deferred Income

Deferred income represents revenues collected but not earned as of year-end. At December 31, 2019 deferred income included deferred recognition of franchise fees of $121,220. At December 31, 2020 deferred income included deferred recognition of franchise fees of $390,446.

6. Note Payable

The note payable of $24,375 and $30,480 at December 31, 2020 and 2019, respectively, consists of a financing agreement with interest at 1.9%. The note is secured by a vehicle and matures in September 2024. Interest and principal payments of $558 are due monthly.

7. Members Equity

A Member's ownership interest is equal to such Member's capital account balance as a percentage of the total capital account balances of all Members of the Company. In accordance with the Company's operating agreement, management and control of the Company and its business affairs are vested in the Members.

All items of income, gain, deduction and loss will be allocated to the members in the same proportion as is represented by their unit ownership as a percentage of the total unit ownership.

8. Subsequent Events

The Company has evaluated the accounting and disclosure requirements for subsequent events through March 15, 2021, the date the financial statements were available to be issued.

EXHIBIT G

ADDENDA REQUIRED BY CERTAIN STATES

See attached.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
MONEY PAGES FRANCHISING GROUP, LLC
STATE OF CALIFORNIA

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the offering circular.

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."

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.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur at Jacksonville, Florida with the costs being borne by both franchisee and Franchisor. 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

The Franchise Agreement requires the application of the laws of the state of Florida. This provision may not be enforceable under California law.

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

Item 3 is amended to add:

> The franchisor, any person or franchise broker in Item 2 of the FDD is (or not) 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.

Sections 28.1 through 28.3 and Attachment 1 of the Franchise Agreement, and Sections 17.1 through 17.3 and Attachment 1 of the Area Development Agreement contains acknowledgments which are impermissible under the California Franchise Investment Law. No franchisee in California is required to acknowledge the statements contained in Attachment 1 of the Franchise Agreement or Attachment 1 of the Area Development Agreement, and any acknowledgments contained in Sections 28.1 through 28.3 of the Franchise Agreement and Section 17.1 through 17.3 of the Area Development Agreement. and any acknowledgment thereof will not be enforceable.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

In California, the highest permitted interest rate is 10%.

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.

ADDENDUM
TO FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEEMENT FOR
MONEY PAGES FRANCHISING GROUP, LLC
STATE OF CALIFORNIA

a. No statement, questionnaire, or acknowledgment signed 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

b. Sections 28.1 through 28.3 and Attachment 1 of the Franchise Agreement, and Sections 17.1 through 17.3 and Attachment 1 of the Area Development Agreement contains acknowledgments which are impermissible under the California Franchise Investment Law. No franchisee in California is required to acknowledge the statements contained in Attachment 1 of the Franchise Agreement or Attachment 1 of the Area Development Agreement, and any acknowledgments contained in Sections 28.1 through 28.3 of the Franchise Agreement and Section 17.1 through 17.3 of the Area Development Agreement. and any acknowledgment thereof will not be enforceable.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have duly executed this California Amendment to the Franchise Agreement or Area Development Agreement on the same date as that on which the Franchise Agreement or Area Development Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley ,President & CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

AMENDMENT TO THE MONEY PAGES FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF ILLINOIS

The Illinois Attorney General requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"). To the extent that (i) the jurisdictional requirements of the Act are met and (ii) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) Illinois law governs the Franchise Agreement(s).

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 the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

(b) No franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois, nor shall the Franchise Agreement provide for a choice of law provision for any state other than Illinois.

(c) Any condition, stipulation, or provision purporting to bind a franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent a franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

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AMENDMENT TO THE MONEY PAGES FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"), which govern the attached Money Pages Franchise Agreement (the "Franchise Agreement"), the parties thereto agree as follows:

1. The Franchise Agreement is hereby amended to further state:

"Section 4 of the Act provides that no franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois."

2. The Franchise Agreement is hereby amended to further state:

"Illinois law governs the terms of this Franchise Agreement."

3. The Franchise Agreement is hereby amended to further state:

"Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. The Franchise Agreement is hereby amended to further state:

"To the extent any provision regarding termination or renewal of the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act §§ 815 ILCS §§ 705/19 and 705/20, the provisions of these sections of the Act will control."

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

6. Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

7. Typically, this franchised business operates from home offices. However, if the franchisor decides that your home office no longer meets its requirements, you will be required to lease/rent a commercial business office at your additional expense.

8. The franchisor has sole discretion in determining the composition and boundaries of each territory in the franchise system.

9. "National Accounts" exist in this franchise system. Franchisor has sole discretion to establish, identity and service "National Accounts" WITHIN YOUR TERRITORY. Franchisor or its affiliate(s) may provide products and services to a "National Account" with no compensation paid to you.

Remainder of Page Intentionally Blank

AMENDMENT TO THE MONEY PAGES AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Area Development Agreement.

Payment of Initial Franchise and Development Fees will be deferred until Franchisor has met its initial obligations, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

In conformance with Section 4 of the Illinois Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void However, arbitration may take place outside of Illinois.

Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Disclosure Act.

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.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the Franchise Agreement or Area Development Agreement on the same date as that on which the Franchise Agreement or Area Development Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley ,President & CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985) (collectively referred to as the "Acts"). To the extent that (a) the jurisdictional requirements of the Acts are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) To the extent the Franchise Agreement contains provisions allowing the establishment of franchisor-owned outlets that are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(2), the requirements of this section of the Indiana Act will control.

(b) The franchisor may not make any substantial modification of the Franchise Agreement without the franchisee's written consent.

(c) To the extent any provision regarding renewal or termination of the Franchise Agreement is inconsistent with the Indiana Deceptive Franchise Practices Act §§ 23-2-2.7(7) and (8), the provisions of these sections of the Indiana Act will control.

(d) Any requirement in the Franchise Agreement that requires the franchisee to prospectively assent to a release, assignment, novation, wavier or estoppel shall not relieve any person from liability arising under the Acts.

(e) To the extent the covenants not to compete upon expiration or termination of the Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(9), the provisions of this section of the Indiana Act will control.

(f) To the extent that any provision of the Franchise Agreement would be deemed unenforceable pursuant to the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10), as this section of the Indiana Act is interpreted and applied, such provision of the Franchise Agreement shall be so deleted therefrom.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

The Office of Attorney General for the State of Maryland requires that certain provisions contained in franchise documents be amended to be consistent with Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Maryland Franchise Law"). To the extent that this Disclosure Document or Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. No requirement that you agree to any release, assignment, novation, estoppel or waiver of liability as a condition to your purchasing a Money Pages franchise shall act as a release, estoppel or waiver of any liability under the Maryland Franchise Law.

2. Item 17 is amended to state:

(a) Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

(b) Any general release required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Law.

(c) Our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.).

(d) Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

THE REGISTRATION OF THIS FRANCHISE DISCLOSURE DOCUMENT WITH MARYLAND SECURITIES DIVISION OF THE OFFICE OF ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE SECURITIES COMMISSIONER.

AMENDMENT TO THE MONEY PAGES FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached Money Pages Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and Disclosure Law contained in the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.)."

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland."

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

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

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

8. Section 5.1 of the Franchise Agreement relating the payment of the Initial Franchise Fee is hereby amended to state that Franchisor will defer collection of the Initial Franchise Fee until Franchisor has fulfilled its initial pre-opening obligations and Franchisee may open for business.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley ,President & CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

AMENDMENT TO THE MONEY PAGES MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached Money Pages Multi-Unit Development Agreement (the "Multi-Unit Development Agreement") agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and Disclosure Law contained in the Multi-Unit Development such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, the Multi-Unit Development Agreement is hereby amended to further state:

> "Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.)."

3. To the extent of any inconsistencies, the Multi-Unit Development Agreement is hereby amended to further state:

> "Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland."

4. To the extent of any inconsistencies, the Multi-Unit Development Agreement is hereby amended to further state:

> "Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

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

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

7. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Multi-Unit Development Agreement on the same date as that on which the Multi-Unit Development Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley ,President & CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is $30.00 per occurrence.

2. Item 17 is amended to state:

(a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Franchised Business.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.

(e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J),

AMENDMENT TO THE MONEY PAGES FRANCHISING GROUP, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached Money Pages Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee's assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to state:

"Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days notice for non-renewal of the Franchise Agreement."

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars ($30.00) per occurrence.

4. To the extent of any inconsistencies, the Franchise Agreement are hereby amended to state:

"Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)".

5. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to state:

"Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee's rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief."

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley, President & CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

NEW YORK ADDENDUM TO 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 C OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOSES, 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 WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard 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, which are 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 10 year period 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 Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company

or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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.

6. 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.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. 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.

NEW YORK RIDER TO MONEY PAGES FRANCHISING GROUP, L.L.C.
FRANCHISE AGREEMENT

THIS RIDER TO THE FRANCHISE AGREEMENT FOR NEW YORK ("Rider") is entered into by and between Money Pages Franchising Group, LLC, a Florida limited liability company, with its principal office at 7892 Baymeadows Way, Jacksonville, Florida 32256 ("we," "us" or "our") and _____ _____ ("you" or "your"), whose principal business address is _____ _____.

WHEREAS, we and you have entered into a certain Franchise Agreement dated ____ _____, 20____ which grants you the right to operate a Money Pages franchise (the "Franchise Agreement");

WHEREAS, you are domiciled in New York and the Money Pages franchise will be located in New York, and/or any of the offering or sales activity relating to the Franchise Agreement occurred in the State of New York; and

WHEREAS, in recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, we and you desire to amend certain terms of the Franchise Agreement in accordance with the terms and conditions contained in this Rider.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Franchise Agreement and this Rider and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

1. To the extent of any inconsistencies, the Franchise Agreement are amended by adding the following language:

> However, to the extent required by applicable law, notwithstanding the signing of a General Release, 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.

2. To the extent of any inconsistencies, the Franchise Agreement is amended by adding the following language:

> However, to the extent required by applicable law, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform the Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment.

3. To the extent of any inconsistencies, the Franchise Agreement is amended by adding the following language:

> New York Law governs any cause of action which arises under the New York General Business Law, Article 33, Sections 680-695. The provisions of this Franchise Agreement shall not be deemed a waiver of any rights conferred upon Franchisee by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

4. In the event of any conflict between a provision of the Franchise Agreement and this Rider, the provision of this Rider shall control. All terms which are capitalized in this Rider and not otherwise

defined, will have the meanings given to them in the Franchise Agreement. Except as amended by this Rider, the Franchise Agreement is unmodified and in full force and effect in accordance with its terms.

5. Each provision of this Rider will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, Article 33, Sections 680-695 are met independent of this Rider.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this New York Rider to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley, President & CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE MONEY PAGES FRANCHISING GROUP, LLC
FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, NDCC § 51-19 *et seq.* ("NDFIL"). To the extent that (a) the jurisdictional requirements of the NDFIL are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

1. Covenants not to compete upon termination or expiration of the franchise agreement are subject to NDCC § 9-08-06.

2. To the extent required by the NDFIL, arbitration proceedings shall take place at a location mutually agreed upon by you and us.

3. Any requirement that you consent to liquidated damages or termination penalties shall not apply to the extent prohibited by the NDFIL;

4. Any requirement that you consent to (i) the jurisdiction of courts outside of North Dakota, (ii) the application of laws of a state other than North Dakota, (iii) waiver of jury trial or (iv) waiver of exemplary and punitive damages shall not apply to the extent prohibited by the NDFIL;

5. Any release required as a condition to a renewal of the franchise agreement shall not apply to the extend prohibited by the NDFIL;

6. Any requirement that you consent to a limitation of claims shall not apply to the extent prohibited by the NDFIL. As applicable, the statute of limitations under North Dakota law shall control.

7. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

8. Section 5.1 of the Franchise Agreement relating the payment of the Initial Franchise Fee is hereby amended to state that Franchisor will defer collection of the Initial Franchise Fee until Franchisor has fulfilled its initial pre-opening obligations and Franchisee may open for business.

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IN WITNESS WHEREOF, the parties hereto have duly executed this North Dakota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley, President & CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

AMENDMENT TO THE MONEY PAGES FRANCHISING GROUP, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Department of Labor and Regulation, the parties to the attached Money Pages Franchising Group, LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Section 5.1of the Franchise Agreement relating the payment of the Initial Franchise Fee is hereby amended to state that Franchisor will defer collection of the Initial Franchise Fee until Franchisor has fulfilled its initial pre-opening obligations and Franchisee may open for business.

2. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this South Dakota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley, President & CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
MONEY PAGES FRANCHISING GROUP, LLC
COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the following is added to Item 17.h:

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 grounds for default or termination stated in the franchise agreement or development agreement do 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.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor under the development agreement until the franchisor has completed its pre-opening obligations under the franchise agreement.

ADDENDUM
TO THE FRANCHISE AGREEMENT FOR
MONEY PAGES FRANCHISING GROUP, LLC
COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the following is added to Item 17.h:

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 grounds for default or termination stated in the franchise agreement or development agreement do 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.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

ADDENDUM
TO THE AREA DEVELOPMENT AGREEMENT FOR
MONEY PAGES FRANCHISING GROUP, LLC
COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the following is added to Item 17.h:

> 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 grounds for default or termination stated in the franchise agreement or development agreement do 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.
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.
>
> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor under the development agreement until the franchisor has completed its pre-opening obligations under the franchise agreement.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19.100.180 which 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 involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

To the extent required by the Act, transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

AMENDMENT TO THE MONEY PAGES FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the "Act"), the parties to the attached Money Pages Franchising Group, LLC, Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.

2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

3. In the event of a conflict of laws, the provisions of the Act shall prevail.

4. To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. To the extent required by the Act, transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley, President & CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

AMENDMENT TO THE MONEY PAGES MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the "Act"), the parties to the attached Money Pages Franchising Group, LLC, Multi-Unit Development Agreement (the "MUDA") agree as follows:

1. Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.

2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

3. In the event of a conflict of laws, the provisions of the Act shall prevail.

4. To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. To the extent required by the Act, transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the Multi-Unit Development Agreement on the same date as that on which the Multi-Unit Development Agreement was executed.

FRANCHISOR:

Money Pages Franchising Group, LLC

By:_____

Alan Worley, President & CEO
(Print Name, Title)

DEVELOPER:

_____

_____
(Print Name)

DEVELOPER:

_____

_____
(Print Name)

STATE EFFECTIVE DATES – 2020

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	PENDING
Illinois	PENDING
Indiana	October 29, 2021
Michigan	September 25, 2021
Minnesota	PENDING
New York	PENDING
Virginia	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.

EXHIBIT H

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT OF MONEY PAGES FRANCHISING GROUP, LLC

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Money Pages Franchising Group, LLC 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.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Money Pages Franchising Group, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit C.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Alan Worley 7892 Baymeadows Way Jacksonville, Florida 32256 (904) 374-2027	Chris Sexton 7892 Baymeadows Way Jacksonville, Florida 32256 (904) 374-2027	

Issuance Date: April 22, 2022

I received a Disclosure Document dated _____, that included the following Exhibits:

EXHIBIT A: Franchise Agreement with Attachments
EXHIBIT B: Development Agreement
EXHIBIT C: List of State Franchise Administrators and Agents for Service of Process
EXHIBIT D: Operations Manual Table of Contents
EXHIBIT E: List of Franchisees
EXHIBIT F: Financial Statements of Money Pages Franchising Group, LLC
EXHIBIT G: State Addenda
EXHIBIT H: Receipt

Date Received: _____ DATE: _____
(If other than date signed)

_____
(Signature of recipient)

_____
(Printed name of recipient)

_____

_____
Legal residence address

Please return signed receipt to Money Pages Franchising Group, LLC,
7892 Baymeadows Way
Jacksonville, Florida, 32256

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Legal residence address

KEEP FOR YOUR RECORDS