FRANCHISE DISCLOSURE DOCUMENT

N2 Franchising, Inc.
a Delaware corporation
5051 New Centre Drive
Wilmington, North Carolina 28403
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www.n2pub.com

You will operate a business that sells advertising to businesses that wish to advertise in print magazines, newsletters, and/or directories for residential communities, cities, towns, and villages under the N2 PUBLISHING® trade name and business system, and you will facilitate the publishing of a N2 PUBLISHING® publication ("Franchised Business").

The total investment necessary to begin operation of the Franchised Business ranges from $975 to $9,800. This amount does not include any amount that must be paid to us or our affiliates because we are waiving the initial franchise fee for franchises offered or entered into on or after the Issuance Date of this disclosure document, unless this disclosure document is amended to reflect otherwise.

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

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

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

Date of Issuance: October 14, 2021

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits C and D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only N2 Publishing business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a N2 Publishing franchisee?	Item 20 or Exhibits C and D list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in North Carolina. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in North Carolina 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. **Turnover Rate**. From January 1, 2018 through June 30, 2020, 1,011 franchised outlets were transferred, terminated or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MICHIGAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor, Its Parents, Predecessors, and Affiliates

The franchisor is N2 Franchising, Inc., referred to in this disclosure document as "we," "us," or "our." We refer to the person buying the franchise as "you" or "your." If you are a corporation, partnership, limited liability company, or other entity, certain provisions of the Franchise Agreement will apply to your owners ("Principals"). These are addressed in this disclosure document where appropriate.

N2 Franchising, LLC, was a Delaware limited liability company that was formed on October 26, 2016. On September 6, 2019 N2 Franchising, LLC converted to N2 Franchising, Inc., a Delaware corporation. Our principal business address is 5051 New Centre Drive, Wilmington, North Carolina 28403. We have no parents or other predecessors.

We do business under our corporate name and the name "N2 Publishing." Our agents for service of process in the states which require franchise registration and in which we are registered are listed in Exhibit H.

We sell franchises for businesses that sell advertising to businesses that wish to advertise in one or more print magazines, newsletters, and/or directories for residential communities, cities, towns, and villages ("publications"), that facilitate the publishing of these publications, and that develop community relationships, all under the trademark "N2 Publishing," and other trade names, service marks, trademarks, logos, and commercial symbols we authorize ("Marks"). We do not operate N2 Publishing businesses that are the same as or similar to the Franchised Business, but our affiliates do. The Franchised Business has been offered by N2 Franchising, LLC or us since December 2, 2016. We refer to the people who operate these businesses interchangeably as Franchisees or Area Directors.

Under a separate disclosure document, we offer franchises for businesses that sell print advertising to businesses that wish to advertise in one or more magazines, newsletters, and/or directories for companies, individuals, and/or organizations interested in or connected to the real estate industry ("RP Publications") using our business system and the publication name REAL PRODUCERS® ("RP Business"). As of June 30, 2021, 110 RP Publications franchises were in operation. From time to time, we may test other publications to determine, among other things, the viability and financial parameters of the publication ("Test Publication"). Franchisees who enter into Test Publications do so under the REAL PRODUCERS® franchise disclosure document. As of June 30, 2021, 36 Test Publications were in operation. The RP Business franchises and Test Publications have been offered since November 20, 2017.

Also under a separate disclosure document, we sell franchises for businesses that sell print advertising to businesses that wish to advertise in one or more magazines, newsletters, and/or directories designed for individuals who are newcomers to a particular area ("BL Publications") using our business system and the publication name BeLocal® ("BL Business"). We began selling franchises for BL Businesses as Test Publications on November 20, 2017. As of June 30, 2021, 112 BL Publication franchises were in operation.

The N2 Publishing franchises, the RP Business, the Test Publication businesses, and the BL Businesses use operating systems that are substantially similar but are targeted to different markets.

Our affiliate, The N2 Company owns and publishes the Publication for which you will sell print advertising and facilitate publishing and distribution, as well as the publications managed by other franchisees. The N2 Company also operates businesses that are the same as or similar to the Franchised Business, and it operates a business that creates digital and print advertising, publishes magazines, newsletters, and/or directories. The N2 Company was originally formed as Neighborhood Networks Publishing, Inc., a Missouri corporation, on November 29, 2004. It became a North Carolina corporation on December 27, 2005. It later became a Delaware corporation on January 16, 2009 and changed its name to The N2 Company on November 25, 2019. Previously, under its original corporate name of Neighborhood Networks Publishing,

Inc., The N2 Company entered into agreements similar to the N2 Publishing Franchise Agreement but under arrangements that are different from the franchise offered under this disclosure document. As of the Effective Date of this disclosure document, 3 persons operate RP Publications under those arrangements in the state of Washington. The N2 Company is a Delaware corporation and shares our principal place of business.

We are not engaged in any other businesses and have never offered franchises in any other line of business other than as described above. Except as described above, we have no parents, predecessors, or affiliates that have offered franchises for this business or any other lines of business.

The Franchise

The franchise agreement attached as Exhibit B to this disclosure document ("Franchise Agreement") will grant you the right to operate a business in which you will sell print advertising for, and facilitate the publishing and distribution of, an N2 Publishing publication (the "Publication") to be distributed within a non-exclusive, geographic area ("Territory") made up of residential communities, cities, towns, or villages, using our "System" and Marks (the "Franchised Business"). Depending on the makeup and size of your Territory, your franchised business will sell print advertising and facilitate the production of the Publication under one of two different models. The first model is referred to as a "Neighborhood Publication." Neighborhood Publications are typically distributed to smaller, well-defined neighborhoods, which sometimes, but not always, are affiliated with homeowners' associations. In contrast, a "Community Publication" is typically distributed in larger metropolitan areas that contain multiple neighborhoods or communities. The costs related to these different models may vary. See Items 6 and 19 for more details.

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

Currently, we provide franchisees the following: (a) onboarding and start-up orientation information and support; (b) advertising sales and publication management tools and support; (c) accounting management tools; (d) customer service tools; and (e) recognition and performance incentives.

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

We or other N2 Publishing franchisees may, from time to time, establish one or more national or regional accounts with N2 Publishing advertisers that may be located in, or have offices, branches, or some other presence in your Territory ("Strategic Partners"), if Strategic Partners are relevant to your target market and/or the Publication, as we determine. We may, at our discretion, permit you to call on these Strategic Partners in an effort to sell advertising to the Strategic Partners in the Publication. If you attempt to sell advertising to a Strategic Partner, you must strictly comply with all of our requirements relating to these relationships, including honoring any pricing arrangement agreed to between us and each Strategic Partner. We reserve the right to designate, at any time, any advertiser as a Strategic Partner, including but not limited to those to whom you have already sold advertising.

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

We may require your current and future Principals (as defined in the Franchise Agreement) to sign a Principals' Undertaking agreement, binding themselves individually to certain provisions of the Franchise Agreement, including the covenants against competition, solicitation, and disclosure of confidential information, restrictions on transfer, and dispute resolution procedures.

Competition

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

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

Industry-Specific Regulation

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

Franchise Referral Program

We may pay a referral fee of $6,000 to the first of our franchisees that introduces a new prospective franchisee to us who is not associated with N2 Publishing or any of our affiliated businesses and is identified to us as referred by the franchisee on their initial application if: (a) we approve the new prospect, (b) we and the prospect sign a Franchise Agreement within 6 months after the referral is made, and (c) the prospective franchisee pays us the full initial franchise fee applicable to that franchisee and timely begins operation of its business. If we pay the referral fee, we will pay the first $1,000 of the referral fee after the referred prospective franchisee's Franchise Agreement is fully signed, the initial franchise fee is fully paid, and the franchisee begins operation of its business, and we will pay the remaining $5,000 of the referral fee after the franchisee earns its first Commission if the franchisee is then in good standing under its franchise agreement. You must be in full compliance with all Franchise Agreements between you and us (or our affiliates) in order to receive a referral fee. This referral program is subject to all state and local laws and regulations. We reserve the right to terminate, cancel, or modify such referral program at any time. Franchisees should refer to the Referral Program Policy document for additional rules and information. No more than one referral fee will be paid to franchisees living in or operating a N2 Publishing franchised business within the state of Washington, and no franchisee, regardless of location, will receive more than one referral fee for referrals made to franchisees living in or operating an N2 Publishing franchised business in Washington.

ITEM 2 BUSINESS EXPERIENCE

Duane Hixon

Duane Hixon has served as our CEO since our formation in October 2016. He is also the CEO of The N2 Company and has served in that role since its inception in December 2005. Duane is based in Wilmington, North Carolina.

Earl Seals: President

Earl Seals has served as our President since our formation in October 2016. He is also the President of The N2 Company and has served in that role since its inception in December 2005. Earl is based in Zionsville, Indiana.

Mike Mason: Director of Franchise Administration and Compliance

Mike Mason has served as our Director of Franchise Administration and Compliance since August 2021. Previously, Mike served as our Director of Contracts and Legal Affairs from February 2016 to August 2021. He is based in Grand Rapids, Michigan.

ITEM 3 LITIGATION

Administrative Actions

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

In the Matter of Neighborhood Networks Publishing, Inc., State of Washington Department of Financial Institutions Securities Division, Order No. S-18-2456-18-CO01. On or about November 20, 2017, we applied for registration of our FDD for the offer and sale of our Real Producers Publications franchises. After cooperating with the state of Washington's requests for information relating to our affiliate's, Neighborhood Networks Publishing, Inc. (now known as The N2 Company), business activities, on November 5, 2018, the state of Washington determined that Neighborhood Networks Publishing, Inc. had offered and sold franchises in violation of the Washington Franchise Investment Protection Act before the date of our application. The state of Washington alleged that Neighborhood Networks Publishing, Inc. failed to provide prospective purchasers with disclosure documents and made financial performance representations in violation of Washington law. Neither we nor Neighborhood Networks Publishing, Inc. agrees with the state of Washington's findings, but in an effort to resolve the matter, in April 2019, Neighborhood Networks Publishing, Inc. entered into a Consent Order with the state of Washington. Under the Consent Order, Neighborhood Networks Publishing, Inc. agreed (1) to comply with the Washington Franchise Investment Protection Act, in all respects, (2) to cease and desist from violations of the Washington Franchise Investment Protection Act, and (3) to reimburse the state of Washington for its investigative costs in the amount of $4,000.

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

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

The initial franchise fee for a Franchised Business is $570. However, we are waiving the initial franchise fee for franchises offered or entered into on or after the Issuance Date of this disclosure document, unless this disclosure document is amended to reflect otherwise. Additionally, we do not charge an initial franchise fee for the second or subsequent Franchise Agreement you enter into with us.

ITEM 6 OTHER FEES

Type of Fee(1)	Amount	Due Date	Remarks
Royalty(2)	15% of the advertising value of each issue of the Publication	Monthly	Your Commission payment is determined, in part, by the royalty retained by us or our affiliate, which equals 15% of the advertising value of each issue of the Publication, plus other costs and expenses as described below. See other entries in this Item 6 and Note 2 for information about these costs and expenses. We or our affiliate determine the advertising value in each issue of the Publication. "Advertising value" is the greater of (1) the minimum market value of each print ad, as our affiliate determines; (2) the contract price for which the print advertising actually sold, which you can determine; (3) the cash value of services that you barter in exchange for print advertising; or (4) the combined amount/value of (2) and (3), if applicable. When setting the advertising value, our affiliate takes into consideration factors such as the size of the ad, the size of the publication, the number of residents in the Territory, the age of the publication, the competition, and our industry experience and knowledge.

Type of Fee(1)	Amount	Due Date	Remarks
Publication Expenses(2)	Our affiliate's actual cost to design, publish, print, and deliver each issue of the Publication	Monthly	Your Commission payment is determined, in part, by our affiliate's publication expenses, plus other costs and expenses described in this Item 6. See Note 2. The publication expense is determined using overhead expenses our affiliate incurs and factors such as the number of residences that will receive the Publication, the number of pages in the Publication, and our "Cost Basis." The Cost Basis is determined on an annual basis, and the Cost Basis is implemented on September 1 of each year and is applied through August 31 of the following year ("Calculation Year"). The Cost Basis is not increased by more than (a) 10% per Calculation Year or (b) the percentage change in the Consumer Price Index – All Urban Consumers for the immediately preceding Calculation Year, except that if postage rates increase at any time during any Calculation Year, our affiliate reserves the right to increase the Cost Basis during the Calculation Year by the amount of the postage rate increase. The publication expenses for the Community Publications may differ from the publication expenses for the Neighborhood Publications.
Samples Shipping Fee(2)	Flat rate of $20 per month per product line of publications you manage		Your Commission payment is determined, in part, by the Samples Shipping Fee. See Note 2.
Extra Copy Orders Fee(2)	$6 per copy plus $15 for shipping (10 copy minimum)		If you place an order (fewer than 100 copies) of issues of the Publication outside of the original print run, you will pay these fees. Your Commission payment is determined, in part, by the extra copies of past issues you request. See Note 2.

Type of Fee(1)	Amount	Due Date	Remarks
Adjustment Fee(2)	Our affiliate's actual cost in wages and other overhead expenses	As incurred	Your Commission payment is determined, in part, by your requested changes to the layout of the Publication. See Note 2. If you request changes to the proof copy of the Publication, an adjustment fee based upon the number and types of requested revisions will be assessed.
Missed Deadline Fee	Our affiliate's actual cost in wages and other overhead expenses	As incurred	Your Commission payment is determined, in part, by whether or not you meet our publication deadlines. See Note 2.
Cross-selling Fee(2) (3)	Currently, if someone other than you sells a print advertisement for inclusion in the Publication, that Selling Franchisee will receive an Outgoing Cross-Selling Fee equal to 25% of the Cash Received for that advertisement and you (as the Receiving Franchisee) will receive a Receiving Cross-Selling Fee of 75% of the Cash Received, less the Royalty of 15% of the Cash Received and the Publication Expenses. We may in the future change the Cross-Selling Fees so that the Selling Franchisee receives an Outgoing Cross-Selling Fee of 10% of the Cash Received; the Managing Franchisee receives a Managing Cross-Selling Fee of 30% of Cash Received, less the Royalty of 15% of the Cash Received; and the Receiving Franchisee will receive a Receiving Cross-Selling Fee of 60% of the Cash Received, less the Publication Expenses.	Monthly	Your Commission payment is determined, in part, by the amount of Outgoing Cross-Selling Fees you receive for selling print advertisements in publications managed by other franchisees and by the amount other franchisees receive for selling print advertisements in the Publication. See Notes 2 and 3.

Type of Fee(1)	Amount	Due Date	Remarks
Negative Commissions(2)	The amount of the Negative Commission that has accrued	As incurred	Your Commission payment is determined, in part, by the amount of Negative Commissions you have accrued. See Note 2. Negative Commissions occur and accrue when the royalty, and total publishing costs, expenses, and fees exceed the Cash Received as a result of publishing and advertising contracts entered into in connection with the publishing of the Publication or in connection with other agreements between you or your affiliate(s) and us or our affiliate(s).
Additional Training	Reasonable fee charged by us or a third-party provider, plus travel-related expenses you incur	When invoiced	If you request or if we require you to participate in additional training, you must pay us our reasonable costs to provide such training or pay a third party the amount they require.
Software Fee	Currently $0	When invoiced	We may require the use of software programs in the future that require you to pay a license fee to us, our affiliates, or a third party.
Email Address	Currently $65 per year for second and each additional email address using the n2pub.com domain	When invoiced	We provide one email address using the n2pub.com domain or other domain names that contain the Marks or any part of the Marks at no charge. You may request additional email addresses using the n2publishing.com or other domain names that contain the Marks or any part of the Marks (except the n2pub.com domain) at no charge.
Transfer Fee	100% of the then-current initial franchise fee, plus our reasonable attorneys' fees	When transfer is requested	
Insurance Fee	Cost of premium, plus our reasonable administrative expenses	When invoiced	Payable only if you fail to maintain the required insurance and we secure it for you. We have no obligation to obtain insurance for you.

Type of Fee(1)	Amount	Due Date	Remarks
Collections Fee	Cost to enforce the advertising contracts entered into in connection with the Publication, including collection costs and/or legal and court costs and reasonable attorneys' fees	On demand	Payable if advertisers in the Publication breach the agreement and we or our affiliate seek to collect either through the use of a collection agency or by filing lawsuits.
Indemnification (4)	Varies	On demand	You must indemnify us and our affiliate against third-party claims relating to your Franchised Business.
Enforcement Costs	Our cost to enforce the Franchise Agreement, including legal and court costs and reasonable attorneys' fees	On demand	Payable only if you do not comply with the Franchise Agreement.
Alternative Suppliers	Our reasonable expenses incurred in the supplier approval process (whether or not approval of the supplier is granted)	On demand	We are not required to approve any particular supplier. We also have the right to revoke the approval of any item or supplier that fails to continue to meet our standards.
Digital Remarketing Costs(2)	Up to $500 per month plus the greater of $37 or the amount that we pay for remarketing ads per month, per client, and per publication	Monthly	Your Commission payment is determined, in part, by your use of this service. See Note 2.
Client Care Program Fee(2)	Up to $500	Monthly, as incurred	Currently, this fee is optional, but we have the right to require you to pay this fee in the future. The Client Care Program sets your clients up with a client concierge to input orders, develop ad campaigns, handle payment methods, and keep in regular contact with clients to ensure a great experience. Your Commission payment is determined, in part, by your use of this service. See Note 2.
Social Media Management Fee(2)	Up to $200	Monthly, as incurred	Currently, this fee is optional, but we have the right to require you to pay this fee in the future. Our Social Media team can ensure regular weekly posts on Instagram, engagement building and even direct messaging to help drive leads. Your Commission payment is determined, in part, by your use of this service. See Note 2.

Type of Fee(1)	Amount	Due Date	Remarks
Content Development Fee(2)	Up to $350	Monthly, as incurred	Currently, this fee is optional, but we have the right to require you to pay this fee in the future. Our Content coordinators will create content for your articles that meet franchise standards. They handle all aspects of gathering content, writing articles and processing the deadline for you. Your Commission payment is determined, in part, by your use of this service. See Note 2.
Lead Generation Fee(2)	Up to $500	Monthly, as incurred	Currently, this fee is optional, but we have the right to require you to pay this fee in the future. Our Lead Generation Specialist can gather leads through various methods including, but not limited to, pulling local business data, placing ads for inbound leads, list scrubbing, and other digital lead collections. Your Commission payment is determined, in part, by your use of this service. See Note 2.
Late Commission Fee	Currently, $250	As incurred	We are not required to approve commission payments outside of the regular commission schedule.
Returnable Commission	The amount of any overpayment we make to you	On Demand	If the Commission report reflects that you have been paid a Commission in an amount that is more than you are due, then you must return to us the amount of overpayment.
Fines	Up to $500 for the first instance; Up to $1,000 for a second or subsequent instance	On Demand	Due only if you fail to obtain our prior approval for advertising, offer unauthorized products or services, or fail to comply with the System operating standards or the Administration Manual.
Management Fee	45% monthly Cash Received, plus any expenses we incur in managing the Franchised Business	Monthly	Only payable in the event we must operate your franchise due to death, disability, defaults etc. The Management Fee is in addition to other fees due to us.

Notes:

(1) All fees and expenses in this Item 6 are non-refundable and, unless otherwise indicated in the preceding chart, are imposed uniformly by us and are payable to us. Except as otherwise noted, we may increase these amounts based on changes in market conditions, our cost of providing services, and future policy changes, but we have no present plans to increase any fees.

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

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

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

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

(iv) If in the future we institute a fee for managing a client, for any print advertisement where you "manage" (as defined in our then-current Administration Manual) a client who publishes a print advertisement in a publication managed by another franchisee, you will receive our then-current Managing Cross-Selling Fee, divided by the number of publications you manage; minus

(v) All other applicable fees and/or deductions applicable to you or the Publication, including, but not limited to: (1) samples shipping fees or extra copy orders fees; (2) adjustment fee; (3) missed deadline fee; (4) Returnable Commissions; (5) digital remarketing costs; (6) fees for services we or our affiliates provide, including the client care program, social media management, content development, and lead generation; and/or (7) Negative Commissions.

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

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

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

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

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

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

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

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

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

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

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

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount Low – High	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[(1)]	$0	As Arranged	Execution of Franchise Agreement	Us
Office Furniture & Equipment[(2)]	$0 to $2,500	As Arranged	Before Opening	Suppliers
Computer Hardware & Software[(3)]	$0 to $2,500	Lump Sum	Before Opening	Suppliers
Office Supplies and Stationery[(4)]	$75 to $100	As Arranged	Before Opening	Suppliers
Insurance Deposit and Prepayment[(5)]	$350 to $500	Lump Sum	Before Opening	Insurance Broker or Agent
Initial Training Expenses[(6)]	$50 to $950	As Arranged	As Incurred	Suppliers
Professional Fees[(7)]	$0 to $2,000	As Arranged	As Incurred	Attorney and Accountant
Licenses and Permits[(8)]	$0 to $500	As Arranged	Before Opening	Government Agencies
Additional Funds (for first 3 months of operation) [(9)]	$500 to $750	As Arranged	After Opening	Various
TOTAL	$975 to $9,800			

Notes:

(1) We are waiving the initial franchise fee for franchises offered or entered into on or after the Issuance Date of this disclosure document, unless this disclosure document is amended to reflect otherwise. (See Item 5.)

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

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

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

(5) You are required to obtain and maintain the minimum amount of insurance specified in Item 8 of this disclosure document. An insurance deposit may be required by the issuing company in order to obtain the minimum types and amounts of insurance as required. You will need to check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our stated minimums.

(6) We do not charge tuition or for materials for the initial training, but you are responsible for all travel-related costs such as transportation, lodging, and meals. Your costs will vary depending upon your point of origin, method of travel, class of accommodation, and dining choices. These estimates cover the cost of transportation and meals incurred during the training period for one person. The low end of the estimate assumes that you live in the Chicago area and will not require lodging for any portion of initial training. (See Item 11.) As of the Effective Date of this disclosure document, we are holding training virtually in response to the COVID-19 pandemic, but we retain the right to resume in-person training in Chicago at our discretion.

(7) The low end of the estimate assumes that you do not engage legal and/or accounting professionals to advise you in the start-up of the Franchised Business. However, we strongly recommend that you seek the assistance of an experienced franchise attorney and accountant to review and advise you concerning this franchise opportunity, this disclosure document, and subsequently, the Franchise Agreement. The amounts in this range are based on professional fees typically charged in the Wilmington, North Carolina area.

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

(9) This is an estimate of the additional funds you may need to operate your Franchised Business during the first three months after you complete initial training. This estimate is based upon the experience of our franchisees. We cannot guarantee that you will not have additional expenses in starting the Franchised Business. This range includes estimated travel and other sales related expenses you will incur during the first three months. The expenses you incur during the initial start-up period will depend on factors such as local economic and market conditions, your experience in operating a service business and general business acumen, and the level of sales that you reach during this initial period. Additional operating expenses will be incurred in connection with the ongoing operation of your Franchised Business.

Your estimated initial investment may vary based on a number of factors including, but not limited to, the geographic area in which you open, local market and economic conditions, your sales skills, the time it takes to build sales of the business, and your skills at operating a business. We recommend that you use the categories and estimates in this Item 7 as a guide to develop your own business plan and budget and that you investigate specific laws, regulations, and licensing requirements and associated costs that may apply in your area. You should review these figures carefully with your business advisor before deciding to acquire the franchise.

Unless otherwise stated above, these estimates are subject to increases based on changes in market conditions, our cost of providing services and future policy changes. We do not offer any financing for your initial franchise fee or any portion of your initial investment. Unless otherwise stated, the amounts described above are not refundable.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

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

Business Cards

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

Purchases According to Specifications; Approved Suppliers

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

Revenue Derived

Currently, our affiliate, The N2 Company, is an approved supplier of social media management services, client care services, digital remarketing services, content development services, lead generation, and other related services. Our CEO, Duane Hixon, and our President, Earl Seals, are the owners of The N2 Company. Neither we, our affiliate, nor any of our officers owns an interest in any other privately-held suppliers or a material interest in any publicly-held suppliers of our franchise system. During our fiscal

year July 1, 2020 through June 30, 2021, we received no revenue or other material consideration from required purchase or leases by franchisees. During its fiscal year July 1, 2020 through June 30, 2021, The N2 Company received no revenue from our franchisees' required purchases or leases.

Signage

If you display signage at your Office location, it must comply with our specifications and standards.

Insurance

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

Advertising Materials

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

Client Care Services

We have the right to require you to use only our approved vendors for client care services, which include client relationship management, advertisement material creation, submission of advertisements to our affiliate, content creation, and photography for the Publication. Our current policy is to allow our franchisees to use publishing assistants or vendors that we have not approved in advance, provided the assistants or vendors comply with the standards set forth in our Administration Manual. We have the right to prohibit you from using the services of any publishing assistant or vendor that does not comply with the standards set forth in the Administration Manual.

Social Media Management

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

Digital Signature Software

We require you to use our approved vendors for digital signature software. You must not use any digital signature software we have not approved.

Supplier Approval Procedure

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

Purchasing Arrangements

If we negotiate certain purchasing arrangements (including price terms) with suppliers of various products and services, we will seek to promote the overall interests of our franchise system and our interests as the franchisor. We do not provide material benefits to franchisees based upon their use of designated or approved suppliers. We or our affiliates may receive payments from any supplier on account of its dealings with you and other franchisees. There are currently no purchasing or distribution cooperatives for the system.

We estimate that your total initial required purchases will be less than 3% of the cost of your initial investment. We estimate your required purchases for the operation of your Franchised Business will be 80% or more of your annual purchases or leases. The majority of these required purchases will be from third parties under our specifications.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in this agreement and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Not applicable	Items 1, 7, and 11
b. Pre-opening purchases/leases	Not applicable	Items 7, 8, and 11

Obligation	Section in Agreement	Disclosure Document Item
c. Site development and other pre-opening requirements	Not applicable	Items 7, 8, and 11
d. Initial and ongoing training	Section 5.D.	Items 6, 7, and 11
e. Opening	Not applicable	Items 7 and 11
f. Fees	Sections 1., 3., and 4.	Items 5 and 6
g. Compliance with standards and policies/manuals	Section 5.	Items 8 and 11
h. Trademarks and proprietary information	Sections 7.A. and 8.	Items 11, 13, and 14
i. Restrictions on products/services offered	Sections 1. and 5.	Items 8 and 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	Sections 5.E. and 5.F.	Items 12 and 16
1. Ongoing product/service purchases	Sections 5.B. and 5.C.	Items 6, 8, and 11
m. Maintenance, appearance, and remodeling requirements	Not applicable	Not applicable
n. Insurance	Section 12.	Items 7 and 8
o. Advertising	Sections 5.E., 5.F., 8.D., and 8.F.	Items 8 and 11
p. Indemnification	Sections 12.B. and 12.C.	Item 6
q. Owner's participation/ management/ staffing	Section 5.E.	Item 15
r. Records and reports	Section 5.E.(2)	Not applicable
s. Inspections and audits	Not applicable	Not applicable
t. Transfer	Section 9.	Items 6 and 17
u. Renewal or extension of rights	Section 2.A.	Item 17
v. Post-termination obligations	Sections 7. and 11.	Item 17

Obligation	Section in Agreement	Disclosure Document Item
w. Noncompetition covenants	Section 7.	Item 17
x. Dispute resolution	Section 14.	Item 17
y. Other (guaranty)	Section 5.K.(3)	Item 15

ITEM 10 FINANCING

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

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

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

Pre-Opening Obligations: Before you open the Franchised Business, we or our designee will:

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

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

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

4. Make available to you software developed by us, our affiliates, or a designated third party for the N2 Publishing System. We are not required to develop or acquire such software programs. (Franchise Agreement, Section 6.B.)

5. Give you a list of any approved or designated suppliers. (Franchise Agreement, Section 6.D.)

Continuing Obligations: After your Franchised Business opens we or our designee will:

1. Provide you additional or remedial training. (Franchise Agreement, Sections 5.E. and 6.E.)

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

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

4. Make available to you, for a fee, software developed by us, our affiliates, or a designated third party for the N2 Publishing System. We are not required to develop or acquire such software programs. (Franchise Agreement, Section 6.B.)

5. Give you a list of any approved or designated suppliers. (Franchise Agreement, Section 6.D.)

6. In our discretion, maintain an Internet Website that provides information about the N2 Publishing business and/or the Franchised Business. (Franchise Agreement, Section 8.E.)

Typical Length of Time Before You Open Your Franchised Business

The typical length of time between signing the Franchise Agreement and operating your Franchised Business varies depending on various factors (including your ability to meet local requirements, arrange for training, and set up or acquire your Office), but it generally ranges from 7-45 days. You will operate

your Office out of a facility you choose, and you may use your home as your Office. If you choose to operate your Office in a location other than your home, we do not provide site selection assistance or approve your Office location.

Advertising

You are not required to participate in any national, regional, or local advertising programs we manage or in any local or regional advertising cooperatives. We are not required to spend any money to advertise your Franchised Business or the N2 Publishing businesses in general. You must obtain our prior approval for all advertising and promotional plans and materials that you desire to use to promote your Franchised Business and that we have not prepared or previously approved. You may only use advertising materials that you create, or have created for you, if we determine that these materials and the proposed use of these materials meet our standards. We reserve the right to disapprove at any time any plans and materials we have previously approved, and you must promptly discontinue using any promotional or advertising plans or materials upon notice from us to do so.

We do not have an advertising council.

Website and Social Media

We may permit you to use one or more social media sites (e.g., www.twitter.com; www.facebook.com, or such other social media sites) for the Publication. Except as provided in our social media policy, you may not establish or maintain any social media sites utilizing any usernames, or otherwise associating with the Marks, without our advance written consent. We may designate from time to time territory- or publication-specific usernames/handles to be maintained by you. You must adhere to the social media policies established from time to time by us and you will require all your employees to adhere to the social media policy as well. You may not post, and must take such steps as necessary to ensure that your employees do not post, any information to a social media site relating to us, the System, the Marks, or the Publication that (a) does not comply with our social media guidelines described in the Administration Manuals, (b) is derogatory, disparaging, or critical of us, the System, or the Marks, (c) is offensive, inflammatory or indecent, or (d) harms the goodwill and/or public image of the System and/or the Marks. You may not establish or permit or aid anyone else to establish any links to any website or any other electronic or computer-generated advertising or communication arrangement which we may create. We own all social media pages and accounts related to the Publication and our brands, and you must provide us with access to such accounts and pages as we request. Upon termination or expiration of the Franchise Agreement for any reason, or a default under the Franchise Agreement for any reason, you may not upload content onto or otherwise use the social media sites related to the Publication, and we may cease to make such social media sites and accounts available to you.

We may, but are not required to, provide you with access to social media groups or pages that we control. We will not be responsible to you for content posted within such social media groups or on such social media pages, and we have the right to restrict access by you or any other franchisees at any time, or delete comments, links, or photos you or other franchisees post to such pages or within such groups, in our sole discretion.

We may, but are not required to, maintain one or more N2 Publishing websites or social media pages (collectively, the "Website"). We will have the sole right to control all aspects of the Website, including its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We will also have the right to discontinue operation of the Website at any time without notice to you. Even if we choose not to discontinue operation of the website, we recognize that the Website will have both unanticipated and planned-for downtime. We will not be liable to you for any downtime that may occur to the website, whether such downtime is a result of our or a third-party's actions. You may not establish or operate a website, web page, domain name, Internet address, blog, forum or e-mail address that in any way concerns, discusses or alludes to us, the System or the Publication without our written consent. The Marks

may not be used as part of, in conjunction with, to establish, or to operate any domain names, Internet addresses, blogs, forums or social media sites, unless specifically approved by us.

Computer Requirements

You must maintain a personal computer or tablet at your Office that is capable of accessing the Internet and have a working phone. You must maintain a high-speed Internet connection (with email capability). We estimate that the cost to acquire these items is $0 to $3,000, depending on whether or not you have to purchase these items or you already have them.

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

You must acquire and use any other computer (including tablets), hardware, and software for the operation of the Franchised Business that we require, including any enhancements, additions, substitutions, modifications, upgrades, and specific models or versions ("Devices"). We may also require you to license from us, or others we designate, any computer software we develop or acquire for use in connection with the Franchised Business and pay the associated fee. There is no contractual limitation on the frequency or cost of these obligations. If we provide you with any Device(s), we reserve the right to maintain complete access, at all times, to such Devices, and you must provide us all passwords and other login credentials at our request. Otherwise, we do not have independent access to your personal computer or the information generated or stored on your computer.

If we provide you one or more email addresses that contain the Marks or any part of the Marks, then you must use such email address(es), as applicable, when conducting your Franchised Business and as directed in the Administration Manual. You must not use such email address(es) when conducting personal or any other business not directly connected to the Franchised Business.

We have the free and unfettered right to retrieve any data and information from your computers, phones, applications, and software as we, in our sole discretion, deem appropriate. We own all client lists and all other information you collect during the term of your Franchise Agreement. You must not sell, transfer, or use this data for any purpose other than marketing N2 Publishing services.

Confidential Administration Manual and Other Information

After you sign the Franchise Agreement and before you begin initial training, you will be given online access to certain confidential information. We will provide you with online access to all of our Administration Manual and other confidential information we deem necessary after you successfully complete training. The Administration Manual and other confidential information may be provided through electronic means only. A copy of the table of contents of the Administration Manual is attached as Exhibit E. We consider the contents of the Administration Manual to be proprietary, and you must treat the Administration Manual and its contents as confidential. Our Administration Manual has a total of 48 pages.

Training

You must attend and satisfactorily complete, as we determine, our initial training program within the first 60 days after signing the Franchise Agreement. You cannot begin operating your Franchised Business until you have satisfactorily completed such training. We provide the initial training program at no additional charge.

Currently, in response to COVID-19, training is held via webinar. Our lead trainer is Jason Hietbrink and our assistant trainer is Suzie Chafin. Jason has been with us for approximately 15 years and has been training for us since May 2015. Suzie has been with us for more than 8 years. They may be assisted by qualified members of our staff, none of whom have less than 10 years of experience in the publishing industry. We may also draw upon the experience of other franchisees or training professionals.

Our initial training program is offered as needed during the year depending on the number of new franchisees entering the N2 Publishing network.

Initial training is 4 days, with 10 hours via live webinar mixed with 4 hours via an online training platform. The subjects covered and other information relevant to our initial training program are described below.

VIRTUAL TRAINING PROGRAM(1)

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction	2	0	Via Live Webinar
Sales & Marketing	4	2 – 2.5	Via Live Webinar
Content Submission	0.33	2 – 2.5	Via Live Webinar
Customer Service	0.33	2 – 2.5	Via Live Webinar
Walk-Ins	0.33	2 – 2.5	Varies(2)
Phone Calls	3	2	Varies(2)
Total	10	10 – 12	

Our Right to Return to In-Person Training

We have the right, but not the obligation, and in our sole discretion, to return to holding our initial training in-person. If we return to providing in-person initial training, you will be required to attend the training program in Chicago, Illinois. We provide the initial training program at no additional charge, but you would be required to pay all other expenses you incur during training, such as payroll expenses for any members of your transportation, lodging, and meals. If we hold the training in-person, the subjects covered and other information relevant to our initial training program would be as described below:

IN-PERSON TRAINING PROGRAM (AT OUR OPTION)(1)

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction	5	0	Chicago, Illinois
Sales & Marketing	8	0	Chicago, Illinois
Content Submission	1	0	Chicago, Illinois
Customer Service	2	0	Chicago, Illinois
Walk- Ins	0	6	Varies(2)
Phone Calls	0	6	Varies(2)
Total	16	12	

Notes:

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

(2) You must participate in 8 hours of field training after the completion of the classroom segment of initial training. Field training can be completed virtually or in-person, if, in our sole discretion, we determine that it is safe to do field training in-person. For in-person training, we will attempt to arrange for such training to occur within a 4-hour drive time of your location; however, in some cases, the training location will be farther away from your location.

You may request or we may require you to periodically attend additional training programs and seminars, which will be conducted at various locations we designate, and which may be conducted by third parties. We and such other third parties have the right to charge a reasonable fee for these additional training programs and seminars. The fees that we charge will be based on our actual costs and/or the fees charged by such third parties. The duration of additional training programs will vary based upon the subject matter and content of the program. You must pay all expenses you or your personnel incur in any training program or seminar, including the cost of travel, lodging, meals, and wages.

You may request or we may require you to periodically attend additional training programs and seminars, which will be conducted at various locations we designate, or which may be conducted virtually, and which may be conducted by third parties. We and such other third parties have the right to charge a reasonable fee for these additional training programs and seminars. The fees that we charge will be based on our actual costs and/or the fees charged by such third parties. The duration of additional training programs will vary based upon the subject matter and content of the program. You must pay all expenses you or your personnel incur in any training program or seminar, including the cost of travel, lodging, meals, and wages.

ITEM 12 TERRITORY

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.

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

We divide each calendar year into four periods of three months each, and we call these periods "Quarters." For the Publication, we require you to (1) maintain a minimum, monthly Commission for the term of your Franchise Agreement, which is currently at least $3,000 per month for each of the N2 Publishing publications you manage; (2) include a minimum of 24 pages that meet our standards in each issue of the Publication; and (3) include a minimum number of neighborhood-specific articles each month, which is currently four. During each Quarter, we require you to complete a minimum number of Qualified Sales, which is currently three. A "Qualified Sale" is the sale of a new advertising contract that has a term of at least 12 months and generates Cash Received of at least $150 per month. We may change our minimum Commission, page number, article, and Quarter requirements in our discretion during the Term of the Franchise Agreement. Failure to meet these requirements is a default under the Franchise Agreement and is grounds for termination of the Franchise Agreement.

Your Territory will be defined by zip codes or other geographic boundaries we select. We do not grant any minimum territory. The actual size of the Territory will vary depending upon the availability of markets, our long-range plans, your financial and operational resources, and market conditions. A written description of the Territory will be inserted in Attachment B to the Franchise Agreement before you sign the Franchise Agreement. The boundaries used to define the Territory will be geographic boundaries as configured on the

effective date of the Franchise Agreement, which may be described as certain neighborhoods, subdivisions, or communities, or a specific home count in an area, as determined by us. The Neighborhood Publication territories tend to be smaller than the Community Publication territories.

The Franchise Agreement provides you with the right to sell print advertising for print publications. We and our affiliates retain all rights to offer and sell – and to grant others with the license to offer and sell – digital marketing services and advertisements and to operate digital publications. We currently allow our franchisees to sell digital advertisements for digital publications, subject to our then-current policies and the Administration Manual. We have the right to change or rescind this policy for any reason, and at any time, in our sole discretion.

Additionally, we, our affiliates, and any other authorized person or entity will have the right, among others, (i) to develop and establish other business systems (including systems that distribute products or services similar to those offered by the Franchised Business) using the Marks, or other names or marks, and to grant licenses to use those systems at any location without providing any rights to you, (ii) to advertise and promote any N2 Publishing affiliated or franchised business anywhere, (iii) to operate, and license others to operate, any N2 Publishing affiliated or franchised business or any publishing business of any of our affiliates anywhere, including locations that are inside, adjacent to, or surrounded by your Territory, and (iv) to engage, directly or indirectly, at wholesale, retail, or otherwise, in the production, distribution, license, and sale of all forms (including electronic forms) of magazines, newsletters, advertising, or other services and products, under the Marks, or under other names or marks, without compensation to you, at any location, including in the Territory, through any method of distribution, including, but not limited to, mail order catalogs and the Internet, regardless of the proximity to, or the competitive impact on, the Franchised Business.

You may not market or sell any services outside your Territory, except print advertisements for inclusion in the Publication, or the N2 Publishing publications managed by others, subject to our cross-selling policies, without our prior written consent.

We do not grant franchisees any options, rights of first refusal, or similar rights to acquire additional N2 Publishing franchises for any other territories.

ITEM 13 TRADEMARKS

Our affiliate, The N2 Company, has registered the following Marks with the U.S. Patent and Trademark Office ("USPTO"). The N2 Company intends to renew the registrations and file all appropriate affidavits at the appropriate times, as required by law.

Mark	Register	Registration/Serial Number	Registration Date
N2 PUBLISHING (Design)	Principal	4095430	February 7, 2012
TURNING NEIGHBORHOODS INTO COMMUNITIES (Word)	Principal	4659202	December 23, 2014
N2DIGITAL (Word)	Principal	5771330	June 4, 2019

N2 (Word)	Principal	6070773	June 2, 2020
VIBRANT SENIORS	Principal	6309993	March 30, 2021
THE N2 COMPANY (Word)	Principal	88409547	Registration pending (Filed April 30, 2019)
STROLL	Principal	97032396	Registration pending (Filed September 17, 2021)

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

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

We do not have a federal registration for the last two trademarks listed above. Therefore, these trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use these trademarks is challenged, you may have to change to alternative trademarks, which may increase your expenses.

Our rights to the Marks and the proprietary System know-how are derived from a non-exclusive, perpetual license ("Intercompany License") between us and The N2 Company. The Intercompany License grants us the right to use the Marks and the proprietary information related to the System, such as the know-how and the Administration Manual, for the purpose of licensing them to our franchisees and fulfilling our obligations under the Franchise Agreement. The Intercompany License is terminable only for material breach of the Intercompany License agreement and only if we do not cure or begin to cure the breach within 90 days after notice. Termination of the Intercompany License will not change the effectiveness of any Franchise Agreement as long as you are not in default of the Franchise Agreement. We know of no other agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to you.

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

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

affiliates in any litigation or proceeding of this type or to otherwise protect and maintain our or their interest in the Marks.

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

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

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents and do not have any pending patent applications that are material to the Franchised Business. We and/or our affiliate do claim copyright protection and proprietary rights in the original materials used in the System, including our Administration Manual, the design elements of the Marks, bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, the content and design of our Website, the content and design of all of our affiliate's N2 Publishing and other affiliated publications, and other written materials relating to the operation of the Franchised Business and the System ("Copyrighted Materials"). We may change the Copyrighted Materials at any time. If we do, you must use the then-current Copyrighted Materials, and you must discontinue, as we require, the use of Copyrighted Materials.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the Copyrighted Materials or to defend or indemnify you for claims relating to the Copyrighted Materials. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of any copyrights.

We treat all Copyrighted Materials as trade secrets, and you must treat all Copyrighted Materials we communicate to you confidentially. You and your Principals must agree not to communicate or use our confidential information for the benefit of anyone else during and after the term of the Franchise Agreement. You and your Principals must also agree not to use our confidential information at all after the Franchise Agreement terminates or expires. You and your Principals can give this confidential information only to your employees who need it to operate your Franchised Business.

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

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

We encourage but do not require you to personally supervise the Franchised Business, and prefer to select franchisees who favor and appear committed to a "hands on" and well-informed approach to the business. We strongly recommend that you devote a substantial amount of time to the Franchised Business, whether or not you hire a manager. Franchisees who do not devote their full time and efforts to the establishment and operation of the Franchised Business may have lower advertising revenue and Commissions and lesser recognition in their areas than those franchisees who do devote their full efforts to the business. The business must be directly supervised and managed by a person, identified to us and approved by us, who has undergone our training program or for whom, based on his or her experience, we have waived this requirement. If you are not willing to be the full-time operator of your business, then you will be required to hire a manager approved by us. We do not require that your managers have any equity in the franchisee entity or receive any percentage of your Commissions. Your managers must be approved by us and must execute a confidentiality and non-competition agreement similar to the one you will execute if you purchase a franchise from us.

We require your owners (if you are an entity) to sign a Principals' Undertaking (attached to the Franchise Agreement as Attachment C), binding themselves individually to certain provisions of the Franchise Agreement, like the covenants against competition and solicitation and those restricting use of the Marks and disclosure of confidential information, restrictions on transfer, and dispute resolution procedures. We do not require your spouse to sign the Principals' Undertaking or otherwise personally guaranty the performance of the franchise agreement. At our request, you must have any other personnel who will have access to our confidential information, but whom we do not designate as a Principal, sign the Confidentiality Agreement and Ancillary Covenants Not to Compete agreement attached to the Franchise Agreement as Attachment D. We have the right, in our sole discretion, to decrease the period of time or geographic scope of the noncompetition covenants or eliminate the noncompetition covenant altogether for any person who signs the Principals' Undertaking and the Confidentiality Agreement and Ancillary Covenants Not to Compete agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all of the N2 Publishing services and products that we require and only the services and products which we authorize for the System. You must not sell, offer to sell, or provide through the Franchised Business or otherwise any services and products that have not been approved by us in writing, and you must discontinue any services or products that we disapprove.

There are no contractual limits on our right to make changes to the types of services and products that you must sell. We and/or our affiliate reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the publishing and advertising rates you communicate to potential advertisers.

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

You will not have the right to distribute the Publication to any person or community outside of your Territory. You have the right to sell and offer to sell print advertising to clients located both inside and outside of your Territory, but only in accordance with our then-current cross-selling policies and

Administration Manual. We have the right to restrict you from offering or selling advertisements of any kind to any client or prospective client at any time. We also have the right to allow other franchisees or affiliates to offer and sell advertising in any form to clients located in your Territory. You do not have a right to sell digital advertising, but subject to our then-current policies and Administration Manual, we may grant you permission to sell digital advertising.

You cannot establish, maintain, operate, or participate in any Website or social media account or page relating to the Franchised Business (other than our N2 Publishing Website and related social media pages and accounts) without our prior written approval, which we can revoke any time a Website or social media page or account fails to continue to meet our standards. We own all Websites and social media pages or accounts related to the Franchised Business and the Marks. We have the right to require you to provide us with control over or access to any such accounts, pages, or Websites, and to prohibit your use or access to such accounts, pages, or Websites upon default or termination of the Franchise Agreement. If we provide you one or more email address(es) containing the name or any part of the name of any N2 Publishing affiliated publication or any of the Marks, you must use such email addresses, as applicable, when conducting your Franchised Business and as directed in the Administration Manual. You must not use such email address(es) when conducting personal or any other business not directly connected to the Franchised Business.

You must participate in any National Ad programs or other programs we require generally for N2 Publishing businesses.

We do not impose any other restrictions in the Franchise Agreement or otherwise on the services or products that you may offer or sell or on the customers to whom you may offer or sell.

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.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.A.	Two-year initial term
b. Renewal or extension of the term	Section 2.B.	No right to renew
c. Requirements for franchisee to renew or extend	Not applicable	Not applicable
d. Termination by franchisee	Section 10.E.	You have a limited right to terminate the Franchise Agreement for any reason or no reason. You must provide us written notice on or before the earlier of: (1) nine months following the effective date of the Franchise Agreement or (2) the date of the first issuance of the Publication. You do not have the right to terminate the Franchise Agreement after the earlier of those dates. The provisions regarding termination are subject to state law.
e. Termination by franchisor without cause	Section 10.E.	We have the right to terminate the Franchise Agreement for any reason or no reason. We must provide you written notice on or before the earlier of: (1) nine months following the effective date of the Franchise Agreement or (2) the date of the first issuance of the Publication.
f. Termination by franchisor with "cause"	Section 10.	We may terminate on your default.
g. "Cause" defined - curable defaults	Section 10.D.	For any default, except those specified as noncurable, you have 30 days to cure, except as follows: 15 days to return Returnable Commissions; 10 days to pay all monies due us, any supplier, or any creditor; 24 hours for misuse of the Marks; 10 days if you fail to comply with the noncompetition covenants.

h. "Cause" defined – non-curable defaults	Sections 10.B. and 10.C.	Insolvency; general assignment for benefit of creditors; filing of voluntary bankruptcy; filing of involuntary bankruptcy not dismissed within 60 days; admission of inability to pay debts; adjudicated bankrupt or insolvent; receivership; final judgment remains unsatisfied for 30 days or more; dissolution; execution of levy or sale after levy; abandonment or permanent cessation of Franchised Business; unauthorized transfer; failure to comply with use of Copyrighted Materials and confidential information; your conviction of or pleading no contest to a felony or other offense or you become known to be of bad moral character or you do not conduct yourself with high standards; the royalty, total publication expenses, and other expenses for each N2 Publishing publication for which you are responsible exceed the total revenue actually received by us or our affiliate under the advertising contracts for each N2 Publishing publication for which you are responsible in any one- calendar-month period during the Term of the Franchise Agreement; you or your affiliates are in default of any other agreement with us or our affiliates and you do not cure the default; you or your Principals repeatedly commit events of default, whether or not such defaults are of the same or different nature and whether or not they have been cured. A provision in the Franchise Agreement which terminates the Franchise Agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101.
i. Franchisee's obligations on termination/nonrenewal	Sections 7. and 11.	Stop using our Marks, Copyrighted Materials, and confidential information; return the Administration Manual and Copyrighted Materials; stop operating the Franchised Business and do not represent yourself as a current N2 Publishing franchisee; pay amounts due; at our option, assign to us your business directory listings; comply with confidentiality, non-competition, and non-solicitation covenants; pay us all costs and we incur to enforce your post-termination obligations.

j. Assignment of contract by franchisor	Section 9.A.	We may transfer our rights without restriction.
k. "Transfer" by franchisee – defined	Section 9.B.	You and your Principals must not transfer any rights or obligations under the Franchise Agreement, any assets of your Franchised Business, or any direct or indirect interest in you except in compliance with the Franchise Agreement.
l. Franchisor's approval of transfer by franchisee	Section 9.B.	You must notify us with a notice of transfer, and we must give written consent to a transfer by you or your Principals. All transfers must meet certain conditions.
m. Conditions for franchisor approval of transfer	Section 9.B.	Conditions include: you must pay all amounts due; not be in default; sign a general release (subject to state law); pay transfer fee; and remain liable for pre-transfer obligations. Transferee must meet our criteria, complete required training, meet our guaranty obligations, and enter our into then-current franchise agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	We can match any offer you want to accept for your business. Before you obtain an offer from a buyer, you must offer to us first. If you do, then we only have a right of first refusal if the terms are different than offered to us.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p. Death or disability of franchisee	Not applicable	Not applicable
q. Non-competition covenants during the term of the franchise	Section 7.	You and your Principals may not have any direct or indirect interest in a competitive business.

r. Non-competition covenants after the franchise is terminated or expires	Section 7.	For two years after the expiration, termination, or transfer of the Franchise Agreement, you and your Principals may not directly or indirectly engage in activities involving active participation in a competitive business; activities relating to a competitive business, the performance of which is reasonably likely to involve the use of and/or reference confidential information; soliciting or attempting to solicit, using any form of oral, written, or electronic communications, our current or prospective business advertisers with whom you interacted for the purpose of offering or accepting goods or services that are competitive with those offered by us, our affiliates, or our franchisees; having an interest in any person or entity that engages directly or indirectly in a competitive business within the Territory, within a 15-mile radius of the Territory, within the territory of any other N2 Publishing franchisee; or within a 15- mile radius of the territory of any other N2 Publishing franchisee.
s. Modification of the agreement	Sections 15.A.	Except for changes we can make unilaterally, all changes require mutual agreement.
t. Integration/merger clause	Section 15.A.	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises made outside the disclosure document and Franchise Agreement may not be enforceable. We may not disclaim representations made in the disclosure document.
u. Dispute resolution by arbitration or mediation	Section 14.	Disputes must be arbitrated, except for actions we bring for injunctive or other equitable relief relating to the Marks, our confidential information, and/or our Copyrighted Materials.

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

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and 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 performance at a particular location or under particular circumstances.

This financial performance representation includes average Commission payments our affiliate, The N2 Company, paid from July 1, 2020 through June 30, 2021 ("Reporting Period") to 410 of its franchisees who were in print as of June 30, 2021 and who had been in print for a full year ("Reporting Group"). By "in

print," we mean that the franchisee was managing a publication that had been in print for at least one year under the franchisee's management. We do not include information for franchisees who have been operating less than one year because we do not consider that information to be as reliable as that information is from franchisees who have been in operation for at least one year.

We excluded the Commission payments made to 8 franchisees whose Commission payments were calculated using a different formula. We also excluded Commissions paid to the 215 franchisees who were not in print for the full Reporting Period and the 8 franchisees who had different commission structures than you would have. The total number of publications for which Commission payments were made to the Reporting Group was 451.

During the Reporting Year, some Area Directors operated the same businesses as the Franchised Business (as described in Item 1) but under different arrangements with The N2 Company. However, the different arrangements did not impact the formula used to calculate commission payments. The commission payments that franchisees of N2 Franchising, Inc. will be paid will be calculated using the same formula that The N2 Company used when calculating commission payments for its Area Directors. Further, the only material difference between the agreements that Area Directors entered into with The N2 Company and the Franchise Agreement that you will enter into with us is that The N2 Company did not charge, or reserve the right to charge, an initial fee under such agreements, but we do have the right to charge an initial franchise fee (which is currently being waived) upon execution of the Franchise Agreement.

AVERAGE COMMISSION PAYMENTS FOR ALL 451 PUBLICATIONS

This information provides the overall average Commission payments paid to the Reporting Group for 451 publications.

The average Commission paid for the top 10%, 46 publications (out of 451) in the Reporting Period was $143,579.00. Of this group, 13 (28%) earned a Commission payment that totaled the average or more, and 33 (72%) earned a Commission payment that totaled less than the average. The median Commission earned for this group was $130,734.00. The highest Commission earned was $343,497.00, and the lowest Commission earned was $108,631.00.

The average Commission earned for the bottom 10%, 46 publications in the Reporting Period was $17,919.00. Of this group, 28 (61%) earned a Commission payment that totaled average or more, and 18 (39%) earned a Commission payment that totaled less than the average. The median Commission earned for this group was $18,709.00. The highest Commission earned was $24,153.00, and the lowest Commission earned was $4,425.00.

AVERAGE COMMISSION PAYMENTS BY FRANCHISEE

This information provides the average Commission payments made to the Reporting Group during the Reporting Period depending on the number of publications each franchisee managed.

	One Publication[1]	Two Publications[2]	Three Publications[3]	Four Publications[4]
Avg. Commission for Top 10%	$140,604	$278,598	$296,500	$236,261
Median for Top 10%	$128,649	$272,677	$296,500	$236,261
High/Low in Top 10%	$343,497/ $108,902	$347,240/ $227,098	$296,500/ $296,500	$236,261/ $236,261

	One Publication[1]	Two Publications[2]	Three Publications[3]	Four Publications[4]
Avg. Commission for Bottom 10%	$19,768	$44,566	$59,398	$97,111
Median for Bottom 10%	$20,219	$46,057	$59,398	$97,111
High/Low in Bottom 10%	$26,756/ $4,425	$54,205/ $31,602	$59,398/ $59,398	$97,111/ $97,111

Note 1:
276 franchisees managed one publication each. Of the 28 franchisees who performed in the top 10% of these 276 franchisees, 8 (29%) performed at or above the average, and 20 (71%) performed below the average.

Of the 28 franchisees who performed in the bottom 10% of these 276 franchisees, 17 (61%) performed at or above the average, and 11 (39%) performed below the average.

Note 2:
67 franchisees managed 2 publications each. Of the 7 franchisees who performed in the top 10% of these 67 franchisees, 3 (43%) performed at or above the average, and 4 (57%) performed below the average.

Of the 7 franchisees who performed in the bottom 10% of these 67 franchisees, 4 (57%) performed at or above the average, and 3 (43%) performed below the average.

Note 3:
11 franchisees managed 3 publications. The franchisee in the top 10% had a Commission of $296,500. The franchisee in the bottom 10% had a Commission of $97,111.

Note 4:
2 franchisees managed 4 publications. The franchisee in the top 10% had a Commission of $236,261. The franchisee in the bottom 10% had a Commission of $97,111.

AVERAGE NET PROFITS FOR 451 PUBLICATIONS

This information provides the overall average net profits percentage earned by the Reporting Group for 451 publications.

The average net profit percentage for the top 10%, 46 publications (out of 451) in the Reporting Period was 53.1%. Of this group, 21 (46%) earned net profits that totaled the average or more, and 25 (54%) earned net profits that totaled less than the average. The median percentage of net profits for this group was 52.7%. The highest percentage of net profits earned was 65.5%, and the lowest percentage of net profits earned was 49.6%.

The average net profit percentage for the bottom 10%, 46 publications (out of 451) in the Reporting Period was 17.1%. Of this group, 27 (59%) earned net profits that totaled the average or more, and 19 (41%) earned net profits that totaled less than the average. The median percentage of net profits for this group was 17.6%. The highest percentage of net profits earned was 22.1%, and the lowest percentage of net profits earned was 7.3%.

Note:
The net profit percentages above were calculated by subtracting all costs and expenses detailed in Item 6, including but not limited to the Royalty Fee, Cross-Selling Fee, and our affiliate's Publication Expenses, from the Cash Received and dividing such figure by the Cash Received for that publication.

AVERAGE TOTAL CONTRACT VALUE PER SALE FOR 410 AREA DIRECTORS

This information provides the average total contract value per sale for advertising contracts sold by the Reporting Group for 410 Area Directors.

The average total contract value per sale for this reporting group was $9,129.66. Of this group, 186 (45%) of the Area Directors had average total contract values per sale that totaled the average or more, and 224 (55%) of the Area Directors had average total contract values per sale that totaled less than the average. The median total contract value per sale for this group was $8,525.01. The highest average total contract value per sale for this group was $51,808.00, and the lowest average total contract value per sale was $2,000.00.

Note:
For the purpose of Item 19, the advertising contract value is the contract price of the advertising actually sold, which we determine. In some instances, the advertising contract value may be $0 where the franchisee elected to provide complementary services for an advertiser, such as a charitable organization. When setting the advertising contract value, our affiliate considers factors such as the size of the ad, the size of the publication, the number of residents in the Territory, the age of the publication, the competition, and our industry experience and knowledge.

The monthly advertising contract value does not reflect any deductions for Commissions or costs.

We have not audited or otherwise verified the Commission payments, net profit information, advertising contract value information provided in this Item 19.

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

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

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

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mike Mason at 5051 New Centre Drive, Wilmington, North Carolina; 616-826-8501, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

NEIGHBORHOOD PUBLICATIONS

Table No. 1 Systemwide Outlet Summary For Years 2018 to 2021(1)(2)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	945	945	0
	2019	945	882	-63
	2020	882	736	-146
	2021	736	633	-103
Company-Owned	2018	5	3	-2
	2019	3	1	-2
	2020	1	12	+11
	2021	12	33	+21
Total Outlets	2018	**950**	**948**	**-2**
	2019	**948**	**883**	**-65**
	2020	**883**	**742**	**-141**
	2021	**748**	**666**	**-82**

Notes:

(1) All numbers are as of our fiscal year end, which was December 31 for fiscal year 2018 and June 30 for 2019, 2020, and 2021.
(2) For 2019, the figures above reflect transactions that occurred between January 1, 2019 and June 30, 2019.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2018 to 2021(1)(2)

State	Year	Transfers
Alabama	2018	3
	2019	2
	2020	1
	2021	0
Arizona	2018	3
	2019	1
	2020	3
	2021	0

State	Year	Transfers
Arkansas	2018	1
	2019	3
	2020	0
	2021	0
California	2018	9
	2019	0
	2020	2
	2021	2
Colorado	2018	6
	2019	0
	2020	2
	2021	1
Connecticut	2018	2
	2019	1
	2020	1
	2021	0
District of Columbia	2018	1
	2019	1
	2020	1
	2021	0
Florida	2018	1
	2019	1
	2020	9
	2021	0
Georgia	2018	3
	2019	2
	2020	0
	2021	1
Idaho	2018	1
	2019	0
	2020	0
	2021	0
Illinois	2018	3
	2019	0
	2020	2
	2021	1
Indiana	2018	4

State	Year	Transfers
	2019	4
	2020	1
	2021	1
Iowa	2018	2
	2019	1
	2020	0
	2021	0
Kansas	2018	1
	2019	3
	2020	1
	2021	0
Kentucky	2018	2
	2019	0
	2020	0
	2021	1
Louisiana	2018	2
	2019	0
	2020	1
	2021	3
Maryland	2018	4
	2019	1
	2020	2
	2021	0
Massachusetts	2018	1
	2019	0
	2020	0
	2021	0
Michigan	2018	7
	2019	1
	2020	2
	2021	0
Minnesota	2018	2
	2019	0
	2020	1
	2021	0
Mississippi	2018	0
	2019	0

State	Year	Transfers
	2020	0
	2021	1
Missouri	2018	1
	2019	1
	2020	1
	2021	1
Montana	2018	1
	2019	0
	2020	0
	2021	0
Nebraska	2018	2
	2019	0
	2020	2
	2021	0
Nevada	2018	2
	2019	1
	2020	1
	2021	1
New Hampshire	2018	0
	2019	0
	2020	0
	2021	1
New Jersey	2018	1
	2019	0
	2020	0
	2021	0
New Mexico	2018	3
	2019	0
	2020	0
	2021	0
North Carolina	2018	5
	2019	1
	2020	6
	2021	2
Ohio	2018	5
	2019	4
	2020	5

State	Year	Transfers
	2021	0
Oklahoma	2018	1
	2019	0
	2020	0
	2021	0
Oregon	2018	4
	2019	1
	2020	1
	2021	0
Pennsylvania	2018	7
	2019	1
	2020	1
	2021	1
South Carolina	2018	1
	2019	0
	2020	0
	2021	2
Tennessee	2018	1
	2019	0
	2020	2
	2021	1
Texas	2018	10
	2019	3
	2020	8
	2021	6
Utah	2018	4
	2019	0
	2020	0
	2021	0
Virginia	2018	2
	2019	2
	2020	1
	2021	0
Washington	2018	3
	2019	3
	2020	5
	2021	1

State	Year	Transfers
Wisconsin	2018	2
	2019	0
	2020	0
	2021	0
Totals	**2018**	**113**
	2019	**38**
	2020	**62**
	2021	**27**

Notes:

(1) All numbers are as of our fiscal year end, which was December 31 for fiscal year 2018 and June 30 for 2019, 2020, and 2021.

(2) For 2019, the figures above reflect transactions that occurred between January 1, 2019 and June 30, 2019.

Table No. 3
Status of Franchised Outlets For Years 2018 to 2021(1)(2)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2018	18	9	0	0	0	7	20
	2019	20	0	0	0	0	3	17
	2020	17	2	0	0	0	8	11
	2021	11	1	0	0	1	4	7
Arizona	2018	31	16	0	0	0	15	32
	2019	32	7	0	0	0	4	35
	2020	35	6	0	0	0	13	28
	2021	28	2	1	0	0	11	18
Arkansas	2018	14	5	0	0	0	8	11
	2019	11	2	0	0	0	2	11
	2020	11	2	0	0	0	1	12
	2021	12	2	1	0	0	2	11
California	2018	62	31	0	0	0	36	57
	2019	57	9	0	0	0	17	49
	2020	49	0	1	0	2	18	28
	2021	28	13	0	0	3	14	24
Colorado	2018	39	17	0	0	0	15	41

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2019	41	3	1	0	0	7	36
	2020	36	2	2	0	0	11	25
	2021	25	8	3	0	2	6	22
Connecticut	2018	7	7	0	0	0	6	8
	2019	8	0	0	0	0	0	8
	2020	8	3	1	0	0	5	5
	2021	5	2	0	0	0	1	6
Delaware	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	2	0	0	0	2	1
	2021	1	0	0	0	0	0	1
District of Columbia	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	1	2
	2021	2	3	0	0	0	2	3
Florida	2018	74	31	0	0	0	29	76
	2019	76	15	1	0	0	18	72
	2020	72	34	1	0	0	38	67
	2021	67	37	0	0	6	29	69
Georgia	2018	21	11	0	0	0	7	25
	2019	25	6	1	0	0	6	24
	2020	24	8	0	0	1	10	21
	2021	21	11	0	0	1	9	22
Hawaii	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	1	1
	2020	1	1	0	0	0	1	1
	2021	1	0	0	0	0	0	1
Idaho	2018	4	3	0	0	0	3	4
	2019	4	0	0	0	0	2	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	1	1	0
Illinois	2018	32	7	0	0	0	8	31
	2019	31	4	0	0	0	6	29
	2020	29	13	0	0	0	15	27

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2021	27	9	1	0	3	11	21
Indiana	2018	30	7	0	0	0	9	28
	2019	28	4	1	0	0	4	27
	2020	27	5	0	0	0	12	20
	2021	20	4	2	0	0	6	16
Iowa	2018	7	2	0	0	0	2	7
	2019	7	0	0	0	0	3	4
	2020	4	0	0	0	0	0	4
	2021	4	0	1	0	0	2	1
Kansas	2018	12	2	0	0	0	2	12
	2019	12	1	0	0	0	2	11
	2020	11	2	0	0	0	3	10
	2021	10	1	0	0	1	1	9
Kentucky	2018	7	4	0	0	0	4	7
	2019	7	0	0	0	0	2	5
	2020	5	5	2	0	0	3	5
	2021	5	2	0	0	0	3	4
Louisiana	2018	23	12	0	0	0	15	20
	2019	20	0	0	0	0	5	13
	2020	13	9	0	0	2	5	15
	2021	15	10	0	0	1	9	15
Maine	2018	5	0	0	0	0	2	3
	2019	3	1	0	0	0	0	4
	2020	4	1	0	0	0	1	4
	2021	4	1	1	0	0	0	4
Maryland	2018	21	3	0	0	0	5	19
	2019	19	2	0	0	0	5	16
	2020	16	3	0	0	0	5	14
	2021	14	1	0	0	0	2	13
Massachusetts	2018	9	5	0	0	0	4	10
	2019	10	1	0	0	0	1	10
	2020	10	9	0	0	0	7	12
	2021	12	11	0	0	0	14	9
Michigan	2018	22	8	0	0	0	11	19

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2019	19	0	0	0	0	3	16
	2020	16	2	0	0	0	6	12
	2021	12	0	2	0	1	2	7
Minnesota	2018	10	12	0	0	0	6	16
	2019	16	0	0	0	0	3	11
	2020	11	3	0	0	1	3	10
	2021	10	5	0	0	4	2	9
Mississippi	2018	6	2	0	0	0	3	5
	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	1	4
	2021	4	2	0	0	0	2	4
Missouri	2018	15	11	0	0	0	11	15
	2019	15	5	1	0	1	4	14
	2020	14	1	0	0	1	7	7
	2021	7	14	0	0	3	11	7
Montana	2018	0	3	0	0	0	2	1
	2019	1	1	0	0	0	0	2
	2020	2	2	0	0	0	4	0
	2021	0	0	0	0	0	0	0
Nebraska	2018	10	4	0	0	0	3	11
	2019	11	1	0	0	0	1	11
	2020	11	1	0	0	0	5	7
	2021	7	7	0	0	0	11	3
Nevada	2018	10	7	2	0	0	4	11
	2019	11	6	0	0	0	4	13
	2020	13	1	0	0	0	6	8
	2021	8	1	0	0	0	2	7
New Hampshire	2018	3	3	0	0	0	2	4
	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	1	3
New Jersey	2018	13	5	0	0	0	9	9
	2019	9	1	0	0	0	1	9
	2020	9	3	0	0	0	4	8

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2021	8	1	2	0	0	2	5
New Mexico	2018	5	1	0	0	0	2	4
	2019	4	0	0	0	0	0	4
	2020	4	1	0	0	0	3	2
	2021	2	3	0	0	0	0	5
New York	2018	15	7	0	0	0	9	13
	2019	13	4	1	0	0	1	15
	2020	15	2	0	0	0	5	12
	2021	12	10	0	0	1	9	12
North Carolina	2018	56	15	2	0	0	15	54
	2019	54	6	0	0	0	7	53
	2020	53	6	1	0	1	13	44
	2021	44	9	3	0	5	18	27
North Dakota	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Ohio	2018	53	22	0	0	0	24	51
	2019	51	2	0	0	0	10	43
	2020	43	8	2	0	1	11	37
	2021	37	13	0	0	5	12	33
Oklahoma	2018	8	6	0	0	0	4	10
	2019	10	4	0	0	0	4	10
	2020	10	7	0	0	0	6	11
	2021	11	8	0	0	0	3	16
Oregon	2018	21	10	0	0	0	12	19
	2019	19	1	0	0	0	7	13
	2020	13	1	0	0	0	6	8
	2021	8	9	0	0	1	5	11
Pennsylvania	2018	25	16	0	0	0	15	26
	2019	26	6	1	0	0	5	26
	2020	26	2	1	0	0	6	21
	2021	21	1	0	0	0	5	17
Rhode Island	2018	3	5	0	0	0	2	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2019	6	1	0	0	0	0	7
	2020	7	7	0	0	0	8	6
	2021	6	2	0	0	0	5	3
South Carolina	2018	25	9	0	0	0	12	22
	2019	22	4	0	0	0	3	23
	2020	23	6	1	0	0	11	17
	2021	17	7	1	0	0	3	20
South Dakota	2018	2	1	0	0	0	2	1
	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Tennessee	2018	23	14	0	0	0	10	27
	2019	27	2	1	0	0	4	24
	2020	24	6	3	0	0	6	21
	2021	21	8	0	0	0	9	20
Texas	2018	120	55	0	0	0	45	130
	2019	130	28	3	0	0	23	132
	2020	132	52	2	0	2	67	113
	2021	113	35	0	0	6	47	95
Utah	2018	6	6	0	0	0	5	7
	2019	7	1	0	0	0	3	5
	2020	5	4	0	0	1	2	6
	2021	6	2	0	0	2	4	2
Vermont	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	1	0
	2021	0	0	0	0	0	0	0
Virginia	2018	29	13	1	0	0	12	29
	2019	29	6	0	0	0	9	26
	2020	26	8	1	0	0	9	24
	2021	24	2	2	0	2	6	16
Washington	2018	31	11	0	0	0	18	24
	2019	24	0	0	0	0	3	20
	2020	20	6	0	0	0	3	23

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2021	23	0	0	0	2	4	17
West Virginia	2018	2	3	0	0	0	0	5
	2019	5	0	0	0	0	0	4
	2020	4	0	0	0	0	1	3
	2021	3	2	0	0	0	0	5
Wisconsin	2018	8	6	0	0	0	7	7
	2019	7	0	0	0	0	1	6
	2020	6	0	0	0	0	1	5
	2021	5	1	0	0	2	0	4
Totals	**2018**	**945**	**427**	**5**	**0**	**0**	**422**	**945**
	2019	**945**	**134**	**11**	**0**	**1**	**185**	**882**
	2020	**882**	**238**	**18**	**0**	**12**	**354**	**736**
	2021	**736**	**260**	**20**	**0**	**53**	**290**	**633**

Notes:

(1) All numbers are as of our fiscal year end, which was December 31 for fiscal year 2018, and June 30 for fiscal years 2019, 2020, and 2021.
(2) For 2019, the figures above reflect transactions that occurred between January 1, 2019 and June 30, 2019.

Table No. 4
Status of Company-Owned Outlets For Years 2018 to 2021(1)(2)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Alabama	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	1	0	0
California	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	2	0	0	2
	2021	2	0	3	1	0	4
Colorado	2018	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
Florida	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	6	4	0	2
Georgia	2018	1	0	0	1	0	0
	2019	0	0	0	0	0	0
	2020	0	0	1	0	0	1
	2021	1	0	1	2	0	0
Idaho	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
Illinois	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	3	1	0	2
Kansas	2018	1	0	0	0	0	1
	2019	1	0	0	0	1	0
	2020	0	0	0	0	0	0
	2021	0	0	1	1	0	0
Louisiana	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	2	0	0	2
	2021	2	0	1	2	1	0
Massachusetts	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
Michigan	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2021	0	0	1	1	0	0
Minnesota	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	1	0	0	1
	2021	1	1	4	1	0	5
Missouri	2018	0	0	0	0	0	0
	2019	0	0	1	0	0	1
	2020	1	0	1	1	0	1
	2021	1	0	3	2	0	2
Nebraska	2018	1	0	0	1	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
New York	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	1	0	0
North Carolina	2018	1	0	0	0	0	1
	2019	1	0	0	0	1	0
	2020	0	0	1	0	0	1
	2021	1	0	5	1	0	5
Ohio	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	1	0	0	1
	2021	1	0	5	2	0	4
Oklahoma	2018	1	0	0	0	0	1
	2019	1	0	0	0	1	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
Oregon	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
Texas	2018	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2019	0	0	0	0	0	0
	2020	0	0	2	0	0	2
	2021	2	0	4	4	1	1
Utah	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	1	0	0	1
	2021	1	0	2	2	0	1
Virginia	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	2	1	0	1
Washington	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	2	1	0	1
Wisconsin	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	2	2	0	0
Totals	**2018**	**5**	**0**	**0**	**2**	**0**	**3**
	2019	**3**	**0**	**1**	**0**	**3**	**1**
	2020	**1**	**0**	**12**	**1**	**0**	**12**
	2021	**12**	**2**	**51**	**30**	**2**	**33**

Notes:

(1) All numbers are as of our fiscal year end, which was December 31 for fiscal year 2018 and June 30 for fiscal years 2019, 2020, and 2021.
(2) For 2019, the figures above reflect transactions that occurred between January 1, 2019 and June 30, 2019.

Table No. 5
Projected Openings As Of June 30, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	13	0
Alaska	0	3	0
Arizona	0	10	0
Arkansas	0	9	0
California	0	15	0
Colorado	0	10	0
Connecticut	0	10	0
Delaware	0	5	0
District of Columbia	0	4	0
Florida	0	12	0
Georgia	0	10	0
Hawaii	0	5	0
Idaho	0	2	0
Illinois	0	7	0
Indiana	0	11	0
Iowa	0	9	0
Kansas	0	8	0
Kentucky	0	13	0
Louisiana	0	10	0
Maine	0	9	0
Maryland	0	14	0
Massachusetts	0	12	0
Michigan	0	7	0
Minnesota	0	5	0
Mississippi	0	5	0
Missouri	0	6	0
Montana	0	2	0
Nebraska	0	9	0
Nevada	0	13	0
New Hampshire	0	8	0
New Jersey	0	15	0
New Mexico	0	12	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
New York	0	9	0
North Carolina	0	11	0
North Dakota	0	0	0
Ohio	0	9	0
Oklahoma	0	5	0
Oregon	0	10	0
Pennsylvania	0	15	0
Rhode Island	0	3	0
South Carolina	0	10	0
South Dakota	0	3	0
Tennessee	0	12	0
Texas	0	15	0
Utah	0	4	0
Vermont	0	3	0
Virginia	0	5	0
Washington	0	4	0
West Virginia	0	2	0
Wisconsin	0	5	0
Wyoming	0	4	0
Totals	0	412	0

COMMUNITY PUBLICATIONS

Table No. 1 Systemwide Outlet Summary For Years 2018 to 2021(1)(2)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	0	0	0
	2019	0	5	+5
	2020	5	16	+11
	2021	16	19	+3
Company-Owned	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlets	2018	**0**	**0**	**0**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2019	**0**	**5**	**+5**
	2020	**5**	**16**	**+11**
	2021	**16**	**19**	**+3**

Notes:

(1) All numbers are as of our fiscal year end, which was December 31 for fiscal year 2018 and June 30 for 2019, 2020, and 2021.

(2) For 2019, the figures above reflect transactions that occurred between January 1, 2019 and June 30, 2019.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2018 to 2021(1)(2)

State	Year	Number of Transfers
Massachusetts	2018	0
	2019	0
	2020	0
	2021	1
Totals	**2018**	**0**
	2019	**0**
	2020	**0**
	2021	**1**

Notes:

(1) All numbers are as of our fiscal year end, which was December 31 for fiscal year 2018 and June 30 for 2019, 2020, and 2021.

(2) For 2019, the figures above reflect transactions that occurred between January 1, 2019 and June 30, 2019.

Table No. 3
Status of Franchised Outlets For Years 2018 to 2021(1)(2)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2021	1	0	0	0	0	0	1
Arizona	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	1	0
	2021	0	1	0	0	0	1	0
California	2018	0	0	0	0	0	0	0
	2019	0	3	0	0	0	1	2
	2020	2	0	0	0	0	0	2
	2021	2	6	0	0	1	2	5
Idaho	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Illinois	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Massachusetts	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
New Hampshire	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
New Jersey	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	0	2	0	0	0	0
North Carolina	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Ohio	2018	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Oregon	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	1	1
	2021	1	1	0	0	0	1	1
Pennsylvania	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Rhode Island	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Texas	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	2	0	0	0	2	3
Totals	**2018**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2019	**0**	**6**	**0**	**0**	**0**	**1**	**5**
	2020	**5**	**13**	**0**	**0**	**0**	**2**	**16**
	2021	**16**	**12**	**2**	**0**	**1**	**6**	**19**

Notes:

(1) All numbers are as of our fiscal year end, which was December 31 for fiscal year 2018 and June 30 for 2019, 2020, and 2021.

(2) For 2019, the figures above reflect transactions that occurred between January 1, 2019 and June 30, 2019.

Table No. 4
Status of Company-Owned Outlets For Years 2018 to 2021(1)(2)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	1	0	0
Totals	2018	**0**	**0**	**0**	**0**	**0**	**0**
	2019	**0**	**0**	**0**	**0**	**0**	**0**
	2020	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**1**	**1**	**0**	**0**

Notes:

(1) All numbers are as of our fiscal year end, which was December 31 for fiscal year 2018 and June 30 for 2019, 2020, and 2021.

(2) For 2019, the figures above reflect transactions that occurred between January 1, 2019 and June 30, 2019.

Table No. 5
Projected Openings As Of June 30, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
California	0	5	0
Illinois	0	2	0
Nevada	0	1	0
New Jersey	0	1	0
New York	0	0	1
Oregon	0	2	0
Texas	0	6	0
Utah	0	1	0
Totals	0	20	1

Notes:

The name, business address, and business telephone number of each current franchisee on June 30, 2021 are listed on Exhibit C.

We have listed for the period from July 1, 2020 through June 30, 2021, the name, city, state, and current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had an N2 Publishing business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement, or who has not communicated with us within 10 weeks of the date of issuance of this disclosure document are listed on Exhibit D.

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

As of June 30, 2021, we have no current or former franchisees who have signed provisions during the last three fiscal years restricting their ability to speak openly to you about their experience with the N2 Publishing franchise system.

As of the date of this disclosure document, 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

Attached as Exhibit A are our audited financial statements for our 2018 fiscal year, then ending on December 31 of each year. In 2019, we changed our fiscal year to a July 1 to June 30 fiscal year. Our 2019 audited financial statements for the period from January 1, 2019 through June 30, 2019 are included in Exhibit A. Our audited financial statements for the periods from July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021 are also included in Exhibit A.

ITEM 22 CONTRACTS

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

1. Franchise Agreement, and all attachments, and all applicable State-specific Amendments
2. Form of General Release

ITEM 23 RECEIPTS

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

EXHIBIT A

FINANCIAL STATEMENTS

N2 Franchising, Inc.

Financial Statements

As of June 30, 2021 and 2020
and for the years ended June 30, 2021 and 2020
and the period from January 1, 2019 through June 30, 2019

N2 Franchising, LLC

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As of June 30, 2021 and 2020
and
for the years ended June 30, 2021 and 2020
and
the period from January 1, 2019 through June 30, 2019

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CERTIFIED PUBLIC ACCOUNTANTS

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Independent Auditor's Report

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

Report on the Financial Statements
We have audited the accompanying financial statements of N2 Franchising, Inc. (a Delaware corporation), which comprise the balance sheets as of June 30, 2021 and 2020, and the related statements of operations, changes in stockholders' equity and cash flows for the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, and 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 policies 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 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 N2 Franchising, Inc. as of June 30, 2021 and 2020, and the results of its operations, changes in stockholders' equity and cash flows for the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, in conformity with accounting principles generally accepted in the United States of America.

A+G LLP

A&G LLP
Dallas, Texas
October 13, 2021

Balance Sheets

As of June 30,	2021	2020
Assets		
Current assets:		
Cash and cash equivalents	**$ 6,885,662**	$ 5,972,280
Prepaid expenses	**113,386**	3,271
Prepaid taxes	**43,599**	312,081
Due from affiliate	**1,664,156**	1,654,727
Total current assets	**8,706,803**	7,942,359
Total assets	**$ 8,706,803**	$ 7,942,359
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	**$ 15,750**	$ 290,513
Accrued expenses	**3,373,449**	3,007,380
Taxes payable	**66,812**	36,819
Current portion of long-term debt	**381,800**	-
Current portion of long-term bonus payable	**333,334**	333,333
Notes payable - stockholders	**1,900,000**	1,900,000
Total current liabilities	**6,071,145**	5,568,045
Long-term liabilities:		
Long-term debt, net of current	**-**	381,800
Long-term bonus payable, net of current	**-**	333,334
Stockholders' Equity:		
Common stock, $0.001 par value, 1,000,000 shares authorized; 100,000 shares issued and outstanding	**100**	100
Additional paid-in capital	**1,069,742**	1,069,742
Retained earnings	**1,565,816**	589,338
Total stockholders' equity	**2,635,658**	1,659,180
Total liabilities and stockholders' equity	**$ 8,706,803**	$ 7,942,359

See accompanying notes and independent auditor's report.

Statements of Operations	**Year Ended June 30, 2021**	Year Ended June 30, 2020	January 1, 2019 through June 30, 2019
Revenue:			
Advertising sales	**$ 62,628,561**	$ 66,964,008	$ 34,730,497
Cost of revenue:			
Direct personnel cost	**1,405,289**	1,754,870	759,247
Commissions	**51,033,258**	52,829,277	27,972,252
Total cost of revenue	**52,438,547**	54,584,147	28,731,499
Gross profit	**10,190,014**	12,379,861	5,998,998
General and administrative expenses:			
Advertising and marketing	**4,573,145**	7,839,812	3,764,793
Management fees	**1,050,000**	600,000	300,000
Personnel cost	**2,706,012**	1,946,753	699,004
Professional fees	**307,600**	369,175	149,888
Other general and administrative expenses	**166,638**	741,144	570,132
Total general and administrative expenses	**8,803,395**	11,496,884	5,483,817
Income from operations	**1,386,619**	882,977	515,181
Other income (expense):			
Other income	**3,273**	12,164	4,034
Interest expense	**(52,134)**	(48,316)	-
Total other income (expense)	**(48,861)**	(36,152)	4,034
Income before provision for taxes	**1,337,758**	846,825	519,215
Provision for taxes	**361,280**	257,487	-
Net income	**$ 976,478**	$ 589,338	$ 519,215

See accompanying notes and independent auditor's report.

Statements of Changes in Stockholders' Equity

	Common Stock		Members'	Additional Paid-In	Retained	Total
	Shares	Amount	Equity	Capital	Earnings	Equity
Balance at December 31, 2018	-	$ -	$ 2,450,627	$ -	$ -	$ 2,450,627
Net income	-	-	519,215	-	-	519,215
Balance at June 30, 2019	-	-	2,969,842	-	-	2,969,842
Net income	-	-	-	-	589,338	589,338
Reclassification from Conversion (Note 1)	100,000	100	(2,969,842)	2,969,742	-	-
Conversion to notes payable - stockholders	-	-	-	(1,900,000)	-	(1,900,000)
Balance at June 30, 2020	100,000	100	-	1,069,742	589,338	1,659,180
Net income	-	-	-	-	976,478	976,478
Balance at June 30, 2021	100,000	$ 100	$ -	$ 1,069,742	$ 1,565,816	$ 2,635,658

See accompanying notes and independent auditor's report.

Statements of Cash Flows	**Year Ended June 30, 2021**	Year Ended June 30, 2020	January 1, 2019 through June 30, 2019
Operating Activities			
Net income	**$ 976,478**	$ 589,338	$ 519,215
Changes in operating assets and liabilities:			
Prepaid expenses	**(110,115)**	(1,811)	342
Prepaid taxes	**268,482**	(312,081)	-
Due from affiliate	**(9,429)**	1,286,460	172,384
Accounts payable	**(274,763)**	249,846	34,094
Accrued expenses	**366,069**	(61,377)	444,016
Taxes payable	**29,993**	36,819	-
Long-term bonus payable	**(333,333)**	666,667	-
Net cash provided by operating activities	**913,382**	2,453,861	1,170,051
Investing Activities			
Net cash provided by investing activities	**-**	-	-
Financing Activities			
Proceeds from long-term debt	**-**	381,800	-
Net cash provided by financing activities	**-**	381,800	-
Net increase in cash and cash equivalents	**913,382**	2,835,661	1,170,051
Cash and cash equivalents, beginning	**5,972,280**	3,136,619	1,966,568
Cash and cash equivalents, ending	**$ 6,885,662**	$ 5,972,280	$ 3,136,619
Supplemental Disclosure of Cash Flow Information			
Interest paid	**$ 48,316**	$ -	$ -
Income taxes paid	**$ 331,287**	$ 220,668	$ -

See accompanying notes and independent auditor's report.

1. Organization and Operations

Description of Business
Effective July 1, 2019, N2 Franchising, LLC (the "LLC") converted from a Delaware limited liability company to a Delaware corporation, N2 Franchising, Inc. (the "Conversion"). This report includes results for the LLC prior to the Conversion and N2 Franchising, Inc. following the Conversion. References in these financial statement footnotes to "Company", "N2 Franchising", "we", "us" and "our" refer to (a) N2 Franchising, Inc. following the Conversion and (b) the LLC prior to the Conversion. All references to shares or per share amounts following the Conversion refer to shares or per share amounts of common stock.

As a result of the Conversion, the financial impact to the financial statements contained reclassification from member equity account to equity accounts appropriate for a corporation. See Note 6 "Stockholders' Equity" and Note 9 "Income Taxes" for additional information.

N2 Franchising was formed on October 26, 2016, and was wholly owned by the Company's founders prior to and following the Conversion. The Company's principal place of business is Wilmington, North Carolina. The Company was formed for the purpose of selling franchised businesses that facilitate publishing and selling advertising for magazines, newsletters, and/or directories for residential communities, cities, towns, and villages under the N2 PUBLISHING® trade name and business system ("N2 Business"). The N2 Company ("N2 Company"), an affiliate of the Company originally formed as Neighborhood Networks Publishing, Inc., has licensed the trademarks and the proprietary system to the Company under a non-exclusive and perpetual license agreement (the "License"). The License grants the Company the right to use the trademarks and the proprietary information related to the system for licensing them to franchisees of the Company.

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

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

N2 Business
For the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, 260, 238 and 134 franchise outlets were opened, 363, 384 and 197 franchise outlets were closed, respectively. For the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, we operated 33, 12 and 1 company owned outlets, respectively, and had 633, 730 and 882 franchised outlets, respectively. As of June 30, 2021, these franchisees were located in 45 states in the U.S.

RP Business
For the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, 36, 71 and 37 franchise outlets were opened, 41, 45 and 22 franchise outlets were closed, respectively. For the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, we had 110, 115 and 89 franchised outlets, respectively. As of June 30, 2021, these franchisees were located in 37 states in the U.S.

1. Organization and Operations (continued)

BL Business
For the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, 26, 112 and 58 franchise outlets were opened, 54, 41 and 4 franchise outlets were closed, respectively. For the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, we operated 3, 1 and 0 company owned outlet, respectively, and had 112, 140 and 69 franchised outlets, respectively. As of June 30, 2021, these franchisees were located in 33 states in the U.S.

Going Concern
Management has evaluated our ability to continue as a going concern as of June 30, 2021. Due to the positive cash flows from operation, we have concluded that there is not significant doubt about our ability to continue as a going concern.

COVID-19
On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States has caused business disruption. While the disruption is expected to be temporary, there is considerable uncertainty around the duration. Though some of the restrictions were lifted in some states beginning in March and continuing through June 2021, the extent to which the pandemic will impact our business remains highly uncertain if it continues for an extended period. Accordingly, the Company cannot reasonably determine the ultimate impact the COVID-19 pandemic will have on its future results of operations due to the continuing uncertainty surrounding the pandemic's magnitude and duration.

2. Significant Accounting Policies

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

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. Estimates are used for the revenue recognition. Actual results could differ from those estimates.

Fiscal Year
Our fiscal years have historically ended on December 31. In 2019, the Company's members approved a change in the Company's fiscal year from a year ending on December 31 to a year beginning on July 1 and ending June 30 of each year, commencing with the year ended December 31, 2018.

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

2. Significant Accounting Policies (continued)

Fair Value Measurements
Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist primarily of cash and cash equivalents, due from affiliate, other current assets, accounts payable, accrued expenses and other current liabilities. The carrying values of cash and cash equivalents, prepaid expenses, other current assets, accounts payable, accrued expenses and other current liabilities are considered to be representative of their respective fair values due to the short-term nature of these instruments. The carrying value of debt instruments are deemed to approximate their respective fair values as they carry interest rates that are approximate to the current interest rates offered to the Company for debt of the same remaining maturities.

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

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

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

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

At June 30, 2021, we had no significant non-financial assets or liabilities that required a fair value measurement on a recurring basis and did not have transfers between levels of the fair value hierarchy of assets measured at fair value during the year.

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

Revenue Recognition
In May 2014, the Financial Accounting Standard Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)," as amended by multiple updates to the standard. This update requires entities to recognize revenue in the way they expect to be entitled to receive it for the transfer of promised goods or services to customers. The ASU replaced most of the existing revenue recognition requirements in GAAP. The Company adopted the new guidance on January 1, 2019. As a result, the Company changed its accounting policy for revenue recognition as below.

The Company adopted Topic 606 using the cumulative effect transition (modified retrospective) method on January 1, 2019, which was applied to those contracts that were not completed as of January 1, 2019. Results for reporting periods beginning after January 1, 2019 will be presented under ASU 2014-09, while prior period amounts are not adjusted and continue to be reported in accordance with our historic accounting. As the Company did not identify accounting changes that impacted the amount of the recognized continuing advertising sales from franchisees, no adjustment to retained earnings was required upon adoption.

2. Significant Accounting Policies (continued)

Revenue Recognition (continued)
Initial franchise fees are recorded as deferred revenue as a liability on the balance sheet when received and are recognized as revenue over the contractual term of the franchise agreement, when a franchised store is opened or the Company has performed substantially all initial services required by the franchise agreement. These services consist primarily of training, providing an operating manual and start-up materials, including certain equipment and licensing proprietary software. The Company also receives continuing fees from advertising sales typically billed and paid monthly and are based on a percentage of the advertising value of each publication. Continuing fees were recognized as the advertising sales occurred. The timing and amount of revenue recognized related to continuing fees was not impacted by the adoption of Topic 606 based on the application of the sales-based royalty exception within Topic 606.

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

Income Tax
The LLC was taxed as a Partnership for federal income tax purposes prior to the Conversion. Consequently, federal income taxes were not provided for or payable by the LLC. The LLC's net income or loss was allocated to the members who are taxed individually on their share of each LLC's earnings. The LLC recognized income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

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

Recent Accounting Pronouncements
In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" as amended by multiple updates to the standard. This update requires lessees to recognize a lease liability and a lease asset for all leases, including operating leases, with a term greater than 12 months on its balance sheet and requires lessors to classify leases as a sales-type, direct financing or operating lease. The update also expands the required quantitative and qualitative disclosures surrounding leases. In June 2020, the FASB issued ASU 2020-05, "Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842): Effective Dates for Certain Entities." ASU 2020-05 defers the effective date of ASC 842 for private companies and private not-for-profit entities for one year. The updated guidance is effective for fiscal years beginning after December 15, 2021 with early adoption permitted. The Company is currently evaluating the impact of adopting ASU 2016-02 on its financial statements.

2. Significant Accounting Policies (continued)

Recent Accounting Pronouncements (continued)
In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326)." This standard amends guidance on reporting credit losses for assets held at amortized cost basis and available-for-sale debt securities to require that credit losses on available-for-sale debt securities be presented as an allowance rather than as a write-down. The measurement of credit losses for newly recognized financial assets and subsequent changes in the allowance for credit losses are recorded in the statements of operations. This standard is effective for fiscal years beginning after December 15, 2022, with early adoption permitted. The Company is currently evaluating the effect of adopting ASU 2016-13 on its financial statements and related disclosures.

In December 2019, the FASB issued ASU No. 2019-12, Income Taxes (Topic 740) ("ASU 2019-12"): Simplifying the Accounting for Income Taxes. The new standard eliminates certain exceptions related to the approach for intra-period tax allocation, the methodology for calculating income taxes in an interim period, and the recognition of deferred tax liabilities for outside basis differences related to changes in ownership of equity method investments and foreign subsidiaries. The guidance also simplifies aspects of accounting for franchise taxes and enacted changes in tax laws or rates, and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill. This update is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact of adopting ASU 2019-12 on its financial statements.

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

3. Certain Significant Risks and Uncertainties

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

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

4. Long-term Debt

As of June 30, 2021 and 2020, long-term debt consisted of the following:

	2021	2020
Note payable #1	**$ 381,800**	$ 381,800
Less: current portion of long-term debt	**(381,800)**	-
Long-term debt, net	**$ -**	$ 381,800

Future maturities of long-term debt for the years following June 30, 2021 are as follows:

Year ending June 30, 2022	$ 381,800
Total	$ 381,800

4. Long-term Debt (continued)

Note Payable #1
On April 14, 2020, the Company received a loan of $381,800 from Live Oak Banking, pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title 1 of the CARES Act, which was enacted March 27, 2020. Monthly principal and interest payments are deferred for six months from the date of the promissory note. The PPP Loan is unsecured, matures on April 14, 2022 and bears interest at a rate of 1% per annum. The PPP Loan may be prepaid at any time prior to maturity with no prepayment penalties.

5. Long-term Bonus Payable

As of June 30, 2021 and 2020, long-term bonus payable consisted of the following:

	2021	2020
Bonus payable, in yearly installments of $333,333, due in February 2022	$ 333,334	$ 666,667
Less: current portion of long-term bonus payable	(333,334)	(333,333)
Long-term bonus payable, net of current portion	$ -	$ 333,334

Future maturities of long-term bonus payable for the years following June 30, 2021 are as follows:

Year ending June 30, 2022	$ 333,334
Total	$ 333,334

6. Stockholders' Equity

In connection with the Conversion, effective July 1, 2019, all of the outstanding membership interests of the LLC immediately prior to the Conversion were converted into 100,000 shares of common stock, $0.001 par value per share, of the Company.

7. 401(k) Savings Plan

The Company sponsors a defined contribution 401(k) plan covering all eligible employees. To participate in the plan for the purposes of 401(k) elective deferral contributions, an employee must be 18 years of age or older and must have completed 90 days of service. Participants can elect to contribute through salary deductions a current maximum of $19,500. The Company will contribute a matching contribution equal to 100% of the employee 401(k) elective deferral contributions which are not over 3% of the employee's pay, plus 50% of the employee 401(k) elective deferral contributions which are over 3% of the employee's pay, but are not over 5% of the employee's pay. Vesting of matching contributions occurs over the period of 6 years. Employer contributions to the plan during the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, were $117,084, $101,039 and $51,305, respectively.

8. Related Party Transactions

Due from affiliate
The Company's affiliate N2 Company provided accounting, marketing and other operating services for the Company. For the years ended June 30, 2021 and 2020 and the period from January 1, 2019 through June 30, 2019, the Company provided sales services for N2 Company. As of June 30, 2021 and 2020, the Company had an amount of $1,664,156 and $1,654,727, respectively, due from its affiliate. Had these transactions occurred as unrelated third party transactions, the financial results may have varied significantly.

8. Related Party Transactions (continued)

Notes payable - stockholders
On July 1, 2019, in connection with the Conversion, the Company characterized a portion of members' equity as notes payable to the stockholders, issuing promissory notes to its stockholders in the amount of $1,900,000. These notes bear interest at 2.5% per annum with principal due at maturity, June 30 2021. At June 30, 2021, the Company had a balance due from its stockholders in the amount of $1,900,000. For the years ended June 30, 2021 and 2020, the Company recognized interest expense related to these promissory notes in the amount of $47,500 and $47,500, respectively.

9. Income Taxes

Prior to the Conversion, the Company operated as a partnership for income tax purposes (a partnership is generally not subject to federal income taxes). The termination of the status of N2 Franchising as a partnership in the Conversion has been treated as a change in tax status under GAAP guidance on accounting for income taxes. Subsequent to the Conversion, all income of the Company is subject to corporate income taxes.

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

	2021	2020
Current:		
Federal	$ 251,337	$ 173,897
State	109,943	83,590
Total current provision for income taxes	$ 361,280	$ 257,487

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

	2021	2020
Expected tax provision at statutory rates:	$ 280,929	$ 177,833
State taxes, net of federal effect	86,855	66,036
Permanent	2,667	13,618
Other	(9,171)	-
Provision for income taxes	$ 361,280	$ 257,487

The Company files income tax returns in the U.S. federal jurisdiction and the states of in which it operates. The Company is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress. The Company is subject to examination by taxing jurisdictions for the years and periods ended subsequent to December 31, 2017.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities.

The Company has analyzed tax positions taken for filing with the jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions at June 30, 2021 and 2020.

10. Commitments and Contingencies

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

11. Subsequent Events

In July 2021, the promissory notes to stockholders were renewed with the maturity in June 2022.

In August 2021, the PPP loan in the amount of $381,800 and related accrued interest was forgiven by the Small Business Administration ("SBA"). The amount forgiven will be recognized as a gain upon debt extinguishment during the month ending August 31, 2021.

The Company has evaluated subsequent events through October 13, 2021, the date the financial statements were available to be issued.

N2 Franchising, Inc.

Financial Statements

As of June 30, 2020 and 2019
and for the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018

N2 Franchising, LLC

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As of June 30, 2020 and 2019
and
For the year ended June 30, 2020
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Independent Auditor's Report

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

Report on the Financial Statements
We have audited the accompanying financial statements of N2 Franchising, Inc. (a Delaware corporation), which comprise the balance sheets as of June 30, 2020 and 2019, and the related statements of operations, changes in stockholders' equity and cash flows for the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, and 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 policies 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 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 N2 Franchising, Inc. as of as of June 30, 2020 and 2019, and the results of its operations, changes in stockholders' equity and cash flows for the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

A+G LLP

A&G LLP
Dallas, Texas
October 13, 2020

Balance Sheets

As of June 30,	**2020**	2019
Assets		
Current assets:		
Cash and cash equivalents	**$ 5,972,280**	$ 3,136,619
Prepaid expenses	**3,271**	1,460
Prepaid taxes	**312,081**	-
Due from affiliate	**1,654,727**	2,941,187
Total current assets	**7,942,359**	6,079,266
Total assets	**$ 7,942,359**	$ 6,079,266
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	**$ 290,513**	$ 40,667
Accrued expenses	**3,007,380**	3,068,757
Taxes payable	**36,819**	-
Current portion of long-term bonus payable	**333,333**	-
Notes payable - stockholders	**1,900,000**	-
Total current liabilities	**5,568,045**	3,109,424
Long-term liabilities:		
Long-term debt	**381,800**	-
Long-term bonus payable, net of current	**333,334**	-
Stockholders' Equity:		
Members' equity	**-**	2,969,842
Common stock, $0.001 par value, 1,000,000 shares authorized; 100,000 shares issued and outstanding	**100**	-
Additional paid-in capital	**1,069,742**	-
Retained earnings	**589,338**	-
Total stockholders' equity	**1,659,180**	2,969,842
Total liabilities and stockholders' equity	**$ 7,942,359**	$ 6,079,266

See accompanying notes and independent auditor's report.

Statements of Operations	**Year Ended June 30, 2020**	January 1, 2019 through June 30, 2019	Year Ended December 31, 2018
Revenues:			
Advertising sales	**$ 66,964,008**	$ 34,730,497	$ 66,674,506
Total revenue	**66,964,008**	34,730,497	66,674,506
Cost of revenue:			
Direct personnel cost	**1,754,870**	759,247	1,559,948
Commissions	**52,829,277**	27,972,252	52,551,540
Total cost of revenue	**54,584,147**	28,731,499	54,111,488
General and administrative expenses:			
Advertising and marketing	**7,839,812**	3,764,793	7,235,186
Management fees	**600,000**	300,000	600,000
Personnel cost	**1,946,753**	699,004	1,930,295
Professional fees	**369,175**	149,888	266,608
Other general and administrative expenses	**741,144**	570,132	1,318,753
Total general and administrative expenses	**11,496,884**	5,483,817	11,350,842
Income from operations	**882,977**	515,181	1,212,176
Other income (expense):			
Other income	**12,164**	4,034	20,835
Interest expense	**(48,316)**	-	-
Total other income	**(36,152)**	4,034	20,835
Income before provision for taxes	**846,825**	519,215	1,233,011
Provision for taxes	**257,487**	-	-
Net income	**$ 589,338**	$ 519,215	$ 1,233,011

See accompanying notes and independent auditor's report.

Statements of Changes in Stockholders' Equity

	Common Stock		Members'	Additional Paid-In	Retained	Total
	Shares	Amount	Equity	Capital	Earnings	Equity
Balance at December 31, 2017	-	$ -	$ 1,217,616	$ -	$ -	$ 1,217,616
Net income	-	-	1,233,011	-	-	1,233,011
Balance at December 31, 2018	-	-	2,450,627	-	-	2,450,627
Net income	-	-	519,215	-	-	519,215
Balance at June 30, 2019	-	-	2,969,842	-	-	2,969,842
Net income	-	-	-	-	589,338	589,338
Reclassification from Conversion (Note 1)	100,000	100	(2,969,842)	2,969,742	-	-
Conversion to notes payable - stockholders	-	-	-	(1,900,000)	-	(1,900,000)
Balance at June 30, 2020	100,000	$ 100	$ -	$ 1,069,742	$ 589,338	$ 1,659,180

See accompanying notes and independent auditor's report.

Statements of Cash Flows	**Year Ended June 30, 2020**	January 1, 2019 through June 30, 2019	Year Ended December 31, 2018
Operating Activities			
Net income	**$ 589,338**	$ 519,215	$ 1,233,011
Changes in operating assets and liabilities:			
Prepaid expenses	**(1,811)**	342	(1,802)
Prepaid taxes	**(312,081)**	-	-
Due from affiliate	**1,286,460**	172,384	274,201
Accounts payable	**249,846**	34,094	(30,176)
Accrued expenses	**(61,377)**	444,016	(999,532)
Taxes payable	**36,819**	-	-
Long-term bonus payable	**666,667**	-	-
Net cash provided by operating activities	**2,453,861**	1,170,051	475,702
Investing Activities			
Net cash provided by investing activities	**-**	-	-
Financing Activities			
Proceeds from long-term debt	**381,800**	-	-
Net cash provided by financing activities	**381,800**	-	-
Net increase in cash and cash equivalents	**2,835,661**	1,170,051	475,702
Cash and cash equivalents, beginning	**3,136,619**	1,966,568	1,490,866
Cash and cash equivalents, ending	**$ 5,972,280**	$ 3,136,619	$ 1,966,568
Supplemental Disclosure of Cash Flow Information			
Interest paid	**$ -**	$ -	$ -
Income taxes paid	**$ 220,668**	$ -	$ -

See accompanying notes and independent auditor's report.

1. Organization and Operations

Effective July 1, 2019, N2 Franchising, LLC (the "LLC") converted from a Delaware limited liability company to a Delaware corporation, N2 Franchising, Inc. (the "Conversion"). This report includes results for the LLC prior to the Conversion and N2 Franchising, Inc. following the Conversion. References in these financial statement footnotes to "Company", "N2 Franchising", "we", "us" and "our" refer to (a) N2 Franchising, Inc. following the Conversion and (b) the LLC prior to the Conversion. All references to shares or per share amounts following the Conversion refer to shares or per share amounts of common stock.

As a result of the Conversion, the financial impact to the financial statements contained reclassification from member equity account to equity accounts appropriate for a corporation. See Note 6 "Stockholders' Equity" and Note 9 "Income Taxes" for additional information.

N2 Franchising was formed on October 26, 2016, and was wholly owned by the Company's founders prior to and following the Conversion. The Company's principal place of business is Wilmington, North Carolina. The Company was formed for the purpose of selling franchised businesses that facilitate publishing and selling advertising for magazines, newsletters, and/or directories for residential communities, cities, towns, and villages under the N2 PUBLISHING® trade name and business system ("N2 Business"). The N2 Company ("N2 Company"), an affiliate of the Company originally formed as Neighborhood Networks Publishing, Inc., has licensed the trademarks and the proprietary system to the Company under a non-exclusive and perpetual license agreement (the "License"). The License grants the Company the right to use the trademarks and the proprietary information related to the system for licensing them to franchisees of the Company.

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

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

N2 Business
For the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, 238, 134 and 427 franchise outlets were opened, 384, 197 and 427 franchise outlets were closed, respectively. For the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, we operated 12, 1 and 3 company owned outlets, respectively, and had 730, 882 and 945 franchised outlets, respectively. As of June 30, 2020, these franchisees were located in 46 states in the U.S.

RP Business
For the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, 71, 37 and 76 franchise outlets were opened, 45, 22 and 5 franchise outlets were closed, respectively. For the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, we had 115, 89 and 74 franchised outlets, respectively. As of June 30, 2020, these franchisees were located in 39 states in the U.S.

1. Organization and Operations (continued)

BL Business
For the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, 112, 58 and 15 franchise outlets were opened, 41, 4 and 0 franchise outlets were closed, respectively. For the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, we operated 1, 0 and 0 company owned outlet, respectively, and had 140, 69 and 15 franchised outlets, respectively. As of June 30, 2020, these franchisees were located in 36 states in the U.S.

COVID-19
Commencing in December 2019, the novel strain of coronavirus ("COVID-19") began spreading throughout the world, including the first outbreak in the US in February 2020. On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic and recommended containment and mitigation measures worldwide. COVID-19 has disrupted and continues to significantly disrupt local, regional, and global economies and businesses. Because of the operating restrictions placed on the business between March and May, limitations on group gatherings, forced closures, and other consequences of the outbreak, there have been and will likely continue to be significant disruptions in customer demand, and it is likely there will be significant disruptions in the business operations and services, employee availability, and other aspects of operating our business for an indeterminate period. Though some of the restrictions were lifted in June, traffic and sales are still being impacted and the extent to which the COVID-19 pandemic will impact our business remains highly uncertain, and could materially and adversely affect the Company's financial condition, results of operations, and cash flows if it continues for an extended period.

On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which significantly revised U.S. tax law and is expected to provide additional benefits to the Company. See Note 4. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration. As of the date of this report, the related financial impact and duration cannot be reasonably estimated at this time.

2. Significant Accounting Policies

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

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. Estimates are used for the revenue recognition. Actual results could differ from those estimates.

Fiscal Year
Our fiscal years have historically ended on December 31. In 2019, the Company's members approved a change in the Company's fiscal year from a year ending on December 31 to a year beginning on July 1 and ending June 30 of each year, commencing with the year ended December 31, 2018.

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

2. Significant Accounting Policies (continued)

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

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

Level 1: Observable inputs are unadjusted quoted prices for identical assets or liabilities in active markets that the Company has the ability to access.

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

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. These inputs are based on our own assumptions used to measure assets and liabilities at fair value and require significant management judgment or estimation.

Non-recurring fair value measurements include the assessment of property and equipment and intangible assets for impairment. As there is no corroborating market activity to support the assumptions used, the Company has designated these estimates as Level 3.

At June 30, 2020, we had no significant non-financial assets or liabilities that required a fair value measurement on a recurring basis and did not have transfers between levels of the fair value hierarchy of assets measured at fair value during the year.

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

Revenue Recognition
In May 2014, the Financial Accounting Standard Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)," as amended by multiple updates to the standard. This update requires entities to recognize revenue in the way they expect to be entitled to receive it for the transfer of promised goods or services to customers. The ASU replaced most of the existing revenue recognition requirements in GAAP. The Company adopted the new guidance on January 1, 2019. As a result, the Company changed its accounting policy for revenue recognition as below.

The Company adopted Topic 606 using the cumulative effect transition (modified retrospective) method on January 1, 2019, which was applied to those contracts that were not completed as of January 1, 2019. Results for reporting periods beginning after January 1, 2019 will be presented under ASU 2014-09, while prior period amounts are not adjusted and continue to be reported in accordance with our historic accounting. As the Company did not identify accounting changes that impacted the amount of the recognized continuing advertising sales from franchisees, no adjustment to retained earnings was required upon adoption.

2. Significant Accounting Policies (continued)

Revenue Recognition (continued)
Initial franchise fees are recorded as deferred revenue as a liability on the balance sheet when received and are recognized as revenue over the contractual term of the franchise agreement, when a franchised store is opened or the Company has performed substantially all initial services required by the franchise agreement. These services consist primarily of training, providing an operating manual and start-up materials, including certain equipment and licensing proprietary software. The Company also receives continuing fees from advertising sales typically billed and paid monthly and are based on a percentage of the advertising value of each publication. Continuing fees were recognized as the advertising sales occurred. The timing and amount of revenue recognized related to continuing fees was not impacted by the adoption of Topic 606 based on the application of the sales-based royalty exception within Topic 606.

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

Income Tax
The LLC was taxed as a Partnership for federal income tax purposes prior to the Conversion. Consequently, federal income taxes were not provided for or payable by the LLC. The LLC's net income or loss was allocated to the members who are taxed individually on their share of each LLC's earnings. The LLC recognized income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

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

Recent Accounting Pronouncements
In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" as amended by multiple updates to the standard. This update requires lessees to recognize a lease liability and a lease asset for all leases, including operating leases, with a term greater than 12 months on its balance sheet and requires lessors to classify leases as a sales-type, direct financing or operating lease. The update also expands the required quantitative and qualitative disclosures surrounding leases. In June 2020, the FASB issued ASU 2020-05, "Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842): Effective Dates for Certain Entities." ASU 2020-05 defers the effective date of ASC 842 for private companies and private not-for-profit entities for one year. The updated guidance is effective for fiscal years beginning after December 15, 2021 with early adoption permitted. The Company is currently evaluating the impact of adopting ASU 2016-02 on its financial statements.

2. Significant Accounting Policies (continued)

Recent Accounting Pronouncements (continued)
In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326)." This standard amends guidance on reporting credit losses for assets held at amortized cost basis and available-for-sale debt securities to require that credit losses on available-for-sale debt securities be presented as an allowance rather than as a write-down. The measurement of credit losses for newly recognized financial assets and subsequent changes in the allowance for credit losses are recorded in the statements of operations. This standard is effective for fiscal years beginning after December 15, 2022, with early adoption permitted. The Company is currently evaluating the effect of adopting ASU 2016-13 on its financial statements and related disclosures.

In December 2019, the FASB issued ASU No. 2019-12, Income Taxes (Topic 740) ("ASU 2019-12"): Simplifying the Accounting for Income Taxes. The new standard eliminates certain exceptions related to the approach for intraperiod tax allocation, the methodology for calculating income taxes in an interim period, and the recognition of deferred tax liabilities for outside basis differences related to changes in ownership of equity method investments and foreign subsidiaries. The guidance also simplifies aspects of accounting for franchise taxes and enacted changes in tax laws or rates, and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill. This update is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact of adopting ASU 2019-12 on its financial statements.

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

3. Certain Significant Risks and Uncertainties

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

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

4. Long-term Debt

On April 14, 2020, the Company entered into a loan (Loan) agreement with a bank under the Paycheck Protection Program (PPP) pursuant to the CARES Act in the amount of $381,800, with a term of two years, is unsecured, and is guaranteed by the Small Business Administration (SBA). The loan bears interest at a fixed rate of one percent per annum, with the first six months of interest and principal deferred.

On June 5, 2020, the PPP was amended by the Paycheck Protection Program Flexibility Act of 2020 (PPPFA). Some or all of the Loan may be forgiven if at least 60 percent of the loan proceeds are used by the Company to cover payroll costs, and if the Company maintains its employment and compensation within certain parameters during the twenty-four week period following the loan origination date and complies with other relevant conditions.

4. Long-term Debt (continued)

As of June 30, 2020 and 2019, long-term debt consisted of the following:

	2020	2019
Note payable (PPP Loan), bearing interest at 1.00%, due in April 2022	**$ 381,800**	$ -

Future maturities of long-term debt for the years following June 30, 2020 are as follows:

Year ending June 30, 2021	-
Year ending June 30, 2022	381,800
Total	$ 381,800

5. Long-term Bonus Payable

As of June 30, 2020 and 2019, long-term bonus payable consisted of the following:

	2020	2019
Bonus payable, in yearly installments of $333,333, due in February 2022	**$ 666,667**	$ -
Less: current portion of long-term bonus payable	**(333,333)**	-
Long-term bonus payable, net of current portion	**$ 333,334**	$ -

Future maturities of long-term bonus payable for the years following June 30, 2020 are as follows:

Year ending June 30, 2021	333,333
Year ending June 30, 2022	333,334
Total	$ 666,667

6. Stockholders' Equity

In connection with the Conversion, effective July 1, 2019, all of the outstanding membership interests of the LLC immediately prior to the Conversion were converted into 100,000 shares of common stock, $0.001 par value per share, of the Company.

7. 401(k) Savings Plan

The Company sponsors a defined contribution 401(k) plan covering all eligible employees. To participate in the plan for the purposes of 401(k) elective deferral contributions, an employee must be 18 years of age or older and must have completed 90 days of service. Participants can elect to contribute through salary deductions a current maximum of $19,500. The Company will contribute a matching contribution equal to 100% of the employee 401(k) elective deferral contributions which are not over 3% of the employee's pay, plus 50% of the employee 401(k) elective deferral contributions which are over 3% of the employee's pay, but are not over 5% of the employee's pay. Vesting of matching contributions occurs over the period of 6 years. Employer contributions to the plan during the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, were $101,039, $51,305 and $77,242, respectively.

8. Related Party Transactions

Due from affiliate
The Company's affiliate N2 Company provided accounting, marketing and other operating services for the Company. For the year ended June 30, 2020, the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, the Company provided sales services for N2 Company. As of June 30, 2020 and 2019, the Company had an amount of $1,654,727 and $2,941,187, respectively, due from its affiliate. Had these transactions occurred as unrelated third party transactions, the financial results may have varied significantly. This related party receivable/payable is unsecured, bears no interest, and is due on demand.

Notes payable - stockholders
On July 1, 2019, in connection with the Conversion, the Company recharacterized a portion of members' equity as notes payable to the stockholders, issuing promissory notes to its stockholders in the amount of $1,900,000. These notes bear interest at 2.5% per annum with principal due at maturity, June 30 2020. At June 30, 2020, the Company had a balance due from its stockholders in the amount of $1,900,000. For the year ended June 30, 2020, the Company recognized interest expense related to these promissory notes in the amount of $47,500.

9. Income Taxes

Prior to the Conversion, the Company operated as a partnership for income tax purposes (a partnership is generally not subject to federal income taxes). The termination of the status of N2 Franchising as a partnership in the Conversion has been treated as a change in tax status under GAAP guidance on accounting for income taxes. Subsequent to the Conversion, all income of the Company is subject to corporate income taxes.

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

	2020
Current:	
Federal	$ 173,897
State	83,590
Total current provision for income taxes	$ 257,487

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

	2020
Expected tax provision at statutory rates:	$ 177,833
State taxes, net of federal effect	66,036
Permanent	13,618
Provision for income taxes	$ 257,487

The Company files income tax returns in the U.S. federal jurisdiction and the states of in which it operates. The Company is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress. The Company is subject to examination by taxing jurisdictions for the years and periods ended subsequent to December 31, 2017.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities.

9. Income Taxes (continued)

The Company has analyzed tax positions taken for filing with the jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions at June 30, 2020 and 2019.

10. Commitments and Contingencies

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

11. Subsequent Events

In July 2020, the promissory notes to stockholders were renewed with the maturity in June 2021.

The Company has evaluated subsequent events through October 13, 2020, the date the financial statements were available to be issued.

N2 Franchising, LLC

Financial Statements

As of June 30, 2019 and December 31, 2018
and for the period from January 1, 2019 through June 30, 2019
and the Year Ended December 31, 2018

N2 Franchising, LLC

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As of June 30, 2019 and December 31, 2018
and
For the period from January 1, 2019 through June 30, 2019
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the Year Ended December 31, 2018

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Independent Auditor's Report

To the Members
N2 Franchising, LLC
Wilmington, North Carolina

Report on the Financial Statements
We have audited the accompanying financial statements of N2 Franchising, LLC (a Delaware limited liability company), which comprise the balance sheets as of June 30, 2019 and December 31, 2018, and the related statements of operations, changes in members' equity and cash flows for the period from January 2019 through June 30, 2019 and the year ended December 31, 2018, and 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 policies 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 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 N2 Franchising, LLC as of as of June 30, 2019 and December 31, 2018, and the results of its operations, changes in members' equity and cash flows for the period from January 2019 through June 30, 2019 and the year ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

A+G LLP

A&G LLP
Dallas, Texas
October 14, 2019

Balance Sheets
As of June 30 and December 31,

	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	$ 3,136,619	$ 1,966,568
Prepaid expenses	1,460	1,802
Due from affiliate	2,941,187	3,113,571
Total current assets	6,079,266	5,081,941
Total assets	$ 6,079,266	$ 5,081,941
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable	$ 40,667	$ 6,573
Accrued expenses	3,068,757	2,624,741
Total current liabilities	3,109,424	2,631,314
Members' equity	2,969,842	2,450,627
Total liabilities and members' equity	$ 6,079,266	$ 5,081,941

See accompanying notes and independent auditor's report.

Statements of Operations	**January 1, 2019 through June 30, 2019**	Year Ended December 31, 2018
Revenues:		
Advertising sales	$ **34,730,497**	$ 66,674,506
Total revenue	**34,730,497**	66,674,506
Cost of revenue:		
Direct personnel cost	**759,247**	1,559,948
Commissions	**27,972,252**	52,551,540
Total cost of revenue	**28,731,499**	54,111,488
General and administrative expenses:		
Advertising and marketing	**3,764,793**	7,235,186
Management fees	**300,000**	600,000
Personnel cost	**699,004**	1,930,295
Professional fees	**149,888**	266,608
Other general and administrative expenses	**570,132**	1,318,753
Total general and administrative expenses	**5,483,817**	11,350,842
Income from operations	**515,181**	1,212,176
Other income	**4,034**	20,835
Net income	$ **519,215**	$ 1,233,011

See accompanying notes and independent auditor's report.

Statements of Changes in Members' Equity	January 1, 2019 through June 30, 2019	Year Ended December 31, 2018
Beginning members' equity	$ 2,450,627	$ 1,217,616
Net income	519,215	1,233,011
Ending members' equity	$ 2,969,842	$ 2,450,627

See accompanying notes and independent auditor's report.

Statements of Cash Flows	January 1, 2019 through June 30, 2019	Year Ended December 31, 2018
Operating Activities		
Net income	$ 519,215	$ 1,233,011
Changes in operating assets and liabilities:		
Prepaid expenses	342	(1,802)
Due from affiliate	172,384	274,201
Accounts payable	34,094	(30,176)
Accrued expenses	444,016	(999,532)
Net cash provided by operating activities	1,170,051	475,702
Investing Activities		
Net cash provided by investing activities	-	-
Financing Activities		
Net cash provided by financing activities	-	-
Net increase in cash and cash equivalents	1,170,051	475,702
Cash and cash equivalents, beginning	1,966,568	1,490,866
Cash and cash equivalents, ending	$ 3,136,619	$ 1,966,568

See accompanying notes and independent auditor's report.

1. Organization and Operations

Effective September 6, 2019, N2 Franchising, LLC converted from a Delaware limited liability company to a Delaware corporation, N2 Franchising, Inc. (the "Conversion"). This report includes results for N2 Franchising, LLC prior to the Conversion and for the period from January 1, 2019 through June 30, 2019.

N2 Franchising, LLC is a limited liability company operating under the laws of the State of Delaware. References in these financial statement footnotes to "Company", "we", "us" and "our" refer to the business of N2 Franchising, LLC. The Company was formed on October 26, 2016. The Company does not have a termination date. The Company's principal place of business is Wilmington, North Carolina.

The Company is governed by its Limited Liability Company Agreement (the "Agreement") dated October 26, 2016. At December 31, 2018, 2017 and 2016 members' equity includes the initial contributions of the members. The Agreement includes a provision whereby the members have no further obligation to contribute additional amounts of capital to the Company. The liability of the members of the Company is limited to the members' total capital contributions.

The Company was formed for the purpose of selling franchised businesses that facilitate publishing and selling advertising for magazines, newsletters, and/or directories for residential communities, cities, towns, and villages under the N2 PUBLISHING® trade name and business system ("N2 Business").

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

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

N2 Business
During the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, 134 and 427 franchise outlets were opened, 197 and 427 franchise outlets were closed, respectively. For the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, we operated 1 and 3 company owned outlets, respectively, and had 882 and 945 franchised outlets, respectively. As of June 30, 2019, these franchisees were located in 47 states in the U.S.

RP Business
During the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, 36 and 76 franchise outlets were opened, 22 and 5 franchise outlets were closed, respectively. During the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, we had 88 and 74 franchised outlets, respectively. As of June 30, 2019, these franchisees were located in 34 states in the U.S.

BL Business
During the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, 58 and 15 franchise outlets were opened, 4 and 0 franchise outlets were closed, respectively. During the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, we had 69 and 15 franchised outlets, respectively. As of June 30, 2019, these franchisees were located in 32 states in the U.S.

1. Organization and Operations (continued)

Management has evaluated our ability to continue as a going concern as of June 30, 2019. Due to the positive cash flows from our operations, we have concluded that there is not significant doubt about our ability to continue as a going concern.

2. Significant Accounting Policies

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

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. Estimates are used for the revenue recognition. Actual results could differ from those estimates.

Fiscal Year
Our fiscal years have historically ended on December 31. In 2019, the Company's members approved a change in the Company's fiscal year from a year ending on December 31 to a year beginning on July 1 and ending June 30 of each year, commencing with the year ended December 31, 2018.

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

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

Fair Value of Financial Instruments (continued)
Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

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

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

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

Non-recurring fair value measurements include the assessment of property and equipment and intangible assets for impairment. As there is no corroborating market activity to support the assumptions used, the Company has designated these estimates as Level 3.

2. Significant Accounting Policies (continued)

Revenue Recognition
In May 2014, the Financial Accounting Standard Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)," as amended by multiple updates to the standard. This update requires entities to recognize revenue in the way they expect to be entitled to receive it for the transfer of promised goods or services to customers. The ASU replaced most of the existing revenue recognition requirements in GAAP. The Company adopted the new guidance on January 1, 2019. As a result, the Company changed its accounting policy for revenue recognition as below.

The Company adopted Topic 606 using the cumulative effect transition (modified retrospective) method on January 1, 2019, which was applied to those contracts that were not completed as of January 1, 2019. Results for reporting periods beginning after January 1, 2019 will be presented under ASU 2014-09, while prior period amounts are not adjusted and continue to be reported in accordance with our historic accounting. As the Company did not identify accounting changes that impacted the amount of the recognized continuing advertising sales from franchisees, no adjustment to retained earnings was required upon adoption.

Initial franchise fees are recorded as deferred revenue as a liability on the balance sheet when received and are recognized as revenue over the contractual term of the franchise agreement, when a franchised store is opened or the Company has performed substantially all initial services required by the franchise agreement. These services consist primarily of training, providing an operating manual and start-up materials, including certain equipment and licensing proprietary software.

The Company also receives continuing fees from advertising sales typically billed and paid monthly and are based on a percentage of the advertising value of each publication. Continuing fees were recognized as the advertising sales occurred. The timing and amount of revenue recognized related to continuing fees was not impacted by the adoption of Topic 606 based on the application of the sales-based royalty exception within Topic 606.

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

Income Tax Status – Partnership
The Company is taxed as a Partnership for federal income tax purposes. Consequently, federal income taxes are not provided for or payable by the Company. The Company's net income or loss is allocated to the members who are taxed individually on their share of each Company's earnings. The Company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

Recent Accounting Pronouncements
In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" as amended by multiple updates to the standard. This update requires lessees to recognize a lease liability and a lease asset for all leases, including operating leases, with a term greater than 12 months on its balance sheet and requires lessors to classify leases as a sales-type, direct financing or operating lease. The update also expands the required quantitative and qualitative disclosures surrounding leases. The updated guidance is effective for fiscal years beginning after December 15, 2019 with early adoption permitted. The Company is currently evaluating the impact of adopting ASU 2016-02 on its financial statements.

2. Significant Accounting Policies (continued)

Recent Accounting Pronouncements (continued)
In August 2018, the FASB issued ASU No. 2018-13, "Fair Value Measurement (Topic 820), Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement." This update removes certain disclosure requirements regarding the amounts and reasons for transfers between level one and level two of the fair value hierarchy and the policy for timing of transfers between the levels. The update also adds disclosure requirements regarding unrealized gains and losses included in other comprehensive income for recurring level three fair value measurements and regarding the range and weighted average of unobservable inputs used in level three fair value measurements. This update is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years, with early adoption permitted. The Company is currently evaluating the effect of adopting ASU 2018-13 on its financial statements and related disclosures.

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

3. Certain Significant Risks and Uncertainties

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

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

4. Income Taxes

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

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities.

The Company has analyzed tax positions taken for filing with the jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2019 and December 31, 2018.

5. Related Party Transactions

Due from affiliate

The Company's affiliate, Neighborhood Networks Publishing Inc. (N2 Inc.) provided accounting, marketing and other operating services for the Company. For the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, the Company provided sales services for N2 Inc. For the period from January 1, 2019 through June 30, 2019 and the year ended December 31, 2018, the Company had an amount of $2,941,187 and $3,113,571, respectively, due from its affiliate. Had these transactions occurred as unrelated third party transactions, the financial results may have varied significantly. This related party receivable/payable is unsecured, bears no interest, and is due on demand.

6. Subsequent Events

On August 30, 2019, the Company made its decision to convert N2 Franchising, LLC from a Delaware limited liability company to a Delaware corporation named N2 Franchising, Inc.

Effective September 6, 2019, N2 Franchising, LLC converted from a Delaware limited liability company to a Delaware corporation, N2 Franchising, Inc. The Company continued to exist as a corporation with an initial authorized capital stock of 1,000,000 shares, par value $0.001 per share ("Common Stock"), and all of the members' outstanding membership interests prior to the Conversion were converted into 100,000 shares of Common Stock. The fiscal year and the tax year end each June 30.

The Company has evaluated subsequent events through October 14, 2019, the date the financial statements were available to be issued.

EXHIBIT B

FRANCHISE AGREEMENT
(WITH ATTACHMENTS AND STATE-SPECIFIC AMENDMENTS)

N2 FRANCHISING, INC.
FRANCHISE AGREEMENT

_____
Name of Franchisee

_____
Street Address

_____
City State Zip Code

_____
Telephone

_____
Franchisee ID Number

Form dated: October 14, 2021
FDD dated: October 14, 2021

N2 FRANCHISING, INC. FRANCHISE AGREEMENT
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ATTACHMENTS
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Attachment C Principals' Undertaking
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Attachment E Statement of Ownership Interests and Management Information
Attachment F Electronic Funds Transfer Authorization

STATE-SPECIFIC AMENDMENTS

N2 FRANCHISING, INC. FRANCHISE AGREEMENT

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

RECITALS

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

B. Franchisor has the right to use and license the use of a system ("**System**") for the establishment and operation of franchised businesses that sell print advertising to businesses that wish to advertise in one or more N2 Publishing print publications, that facilitate the publishing of N2 Publishing publications, and that develop relationships among residents of Communities and members of Industry Groups, all under the Marks ("**Franchised Business**"). The System is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark "N2 Publishing," and such other trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated, and may hereafter be designated by Franchisor in writing, for use in connection with the System ("**Marks**").

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

D. Franchisee wishes to obtain the right to establish and operate a Franchised Business whereby Franchisee will sell print advertising and facilitate the publishing of an N2 Publishing print publication (the "**Publication**") to be distributed within the non-exclusive geographic area ("**Territory**") identified in Attachment B to this Agreement, using the Marks and the System.

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

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

AGREEMENT

1. GRANT

A. Grant of Rights. Franchisor hereby grants Franchisee the non-exclusive right and license, and Franchisee hereby accepts the right and obligation, to establish and operate the Franchised Business. Franchisee acknowledges and agrees that this Agreement grants Franchisee the right to operate only the Franchised Business and to distribute the Publication only to Communities and Industry Groups located within the Territory set forth in Attachment B. Franchisee has no right to distribute the Publication to any person or community outside of Franchisee's Territory. Franchisee has the right to sell and offer to sell print advertising to clients located both inside and outside of the Territory, but only in accordance with

Franchisor's then-current cross-selling policies and Administration Manual. This Agreement grants Franchisee with the right to sell print advertisements only. Franchisee does not have the right to offer or sell digital advertising. From time to time Franchisor may permit Franchisee by policy to sell digital advertisements, but Franchisor may rescind or change any such policy at any time, in its sole discretion, and Franchisee must at all times comply with Franchisor's then-current digital advertising policies and the Administration Manual. Notwithstanding anything in this Agreement to the contrary, Franchisor has the right to restrict Franchisee from offering or selling advertisements to any client or prospective client at any time. Franchisor has the right to allow other franchisees or affiliates of Franchisor to offer and sell advertising in any forms to clients located in Franchisee's Territory, without any liability to Franchisee.

B. Limitations. Franchisee has the right to solicit advertisers inside or outside of its Territory to sell print advertisements that would be included in the Publication or in other N2 Publishing publications, but subject to the limitations set forth in this Agreement and only in compliance with Franchisor's then-current cross-selling policy.

C. Reserved Rights. The rights granted to Franchisee under this Agreement are nonexclusive, and Franchisee is not granted any territorial rights or other protection. Accordingly, Franchisor, its affiliates, and any other authorized person or entity will, without limitation, have the right **(i)** to develop and establish other business systems (including systems that distribute products or services similar to those offered by the Franchised Business) using the Marks, or other names or marks, and to grant licenses to use those systems at any location without providing any rights to Franchisee, **(ii)** to advertise and promote the N2 Publishing business anywhere, **(iii)** to operate, and license others to operate, any N2 Publishing business or any publishing business of any of Franchisor's affiliates anywhere, including locations that are inside, adjacent to, or surrounded by Franchisee's Territory, and **(iv)** to engage, directly or indirectly, at wholesale, retail, or otherwise, in the production, distribution, license, and sale of all forms (including electronic forms) of magazines, newsletters, advertising, or other services and products, under the Marks, or under other names or marks, at any location, including in the Territory, through any method of distribution, including, but not limited to, mail order catalogs and the Internet, regardless of the proximity to, or the competitive impact on, the Franchised Business.

D. Cross-publication Advertising. Notwithstanding anything to the contrary herein, Franchisee acknowledges and agrees that other persons or entities may sell advertising for the Publication.

2. TERM AND RENEWAL

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

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

3. FEES

A. Initial Franchise Fee. Franchisor hereby waives the initial franchise fee of $570. If this is the second or additional franchise agreement Franchisee is entering into, Franchisee is not required to pay Franchisor an initial franchise fee.

B. Samples Shipping Fee and Extra Orders Fee. Franchisee must pay Franchisor's or its affiliate's then-current samples shipping fee each month, which fee is currently assessed on a monthly flat-fee basis, regardless of whether Franchisee requests samples from Franchisor or its affiliate or not, and which fee Franchisor or its affiliate may change from time to time in its sole discretion. If Franchisee requests extra copies of an issue of the Publication after the original printing of the issue, Franchisee shall

pay Franchisor or its affiliates an extra copy orders fee in the amount then set forth in the Administration Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

C. Adjustment Fee. After Franchisor receives from Franchisee the content to be included in an issue of the Publication, Franchisor or its affiliate will provide Franchisee a proof copy of the edit issue. If Franchisee requests that Franchisor make any changes to the layout or content of the proof copy, then Franchisee must pay Franchisor or its affiliate the then-current adjustment fee assessed to make such changes, in accordance with Franchisor's then-current adjustment policy, as set forth in the Administration Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

D. Missed Deadline Fee. If Franchisee fails to submit to Franchisor or its affiliate the content required to publish any of the Publication's issues by the applicable deadline communicated to Franchisee by Franchisor or its affiliate, then Franchisor reserves the right to require Franchisee to pay Franchisor or its affiliate the then-current missed deadline fee, as set forth in the Administration Manual, which Franchisor or its affiliate may change from time to time in their sole discretion.

E. Client Care Program Fee. If Franchisor or its affiliates provide Franchisee's clients with client concierge services including, but not limited to, inputting orders, developing advertising campaigns, handling payment methods, or regularly contacting the client, Franchisee shall pay the then-current Client Care Program Fee assessed, in accordance with Franchisor's then-current client care program policy, as set forth in the Administration Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

F. Social Media Management Fee. If Franchisor or its affiliates provide Franchisee with social media management services, Franchisee shall pay the then-current Social Media Management Fee assessed, as set forth in the Administration Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

G. Content Development Fee. If Franchisor or its affiliates provide Franchisee with content development services, Franchisee shall pay the then-current Content Development Fee assessed, as set forth in the Administration Manual, which Franchisor or its affiliates may change from time to time in their sole discretion.

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

I. Franchisor's Right to Deduct. Franchisor shall have the right to deduct or withhold any fees assessed by Franchisor from Franchisee's Commissions.

4. COMMISSIONS

A. Commission Payments. Franchisor will calculate Commissions on an issue-by-issue basis and will pay Franchisee a monthly Commission based on the aggregate of all monthly Commissions earned for each of Franchisee's N2 Publishing publications (if Franchisee manages more than one N2 Publishing publication), unless the calculation of the Commission equals a Negative Commission, in which case, Franchisee will not receive a Commission in such month, and the amount of the Negative Commission will continue to be due and will be deducted from Cash Received in subsequent month(s) as part of the Commission(s) calculation for such subsequent month(s). Franchisor reserves the right to make Commission payments based upon estimates of payments it or its affiliate will receive in connection with Publication and Advertising Contracts (defined below), and it and its affiliate reserve the right to refund, for any reason, payments made by advertisers. Commission payments will be accompanied by a Commissions accounting and reconciliation report. If the Commission's report reflects that Franchisee has

been paid a Commission in an amount that is more than Franchisee is due, then Franchisee must return to Franchisor the amount of overpayment ("**Returnable Commissions**").

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

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

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

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

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

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

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

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

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

E. Content Submission Deadlines and Commission Payment Dates. Within 30 days after Franchisee's first issue is published, Franchisor will, in its sole discretion, assign Franchisee a monthly

deadline for advertising and content submission. The deadline will be communicated to Franchisee in writing, and Commissions, if any, will be paid to Franchisee within 30 days following Franchisee's assigned deadline.

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

G. Taxes. As an independent business, Franchisee is responsible for all tax reporting requirements for Franchisee and Franchisee's employees. Accordingly, Franchisee and Franchisor agree that Franchisor will not withhold, deduct, or pay income tax, social security, or any other payroll or other taxes or amounts for Franchisee's benefit or for the benefit of any and all personnel hired by Franchisee, including but not limited to, employees, contractors, subcontractors, or agents ("**Independent Staff**"). Franchisee is solely responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes as required by law, including without limitation, local, state, and federal income taxes, Social Security taxes, Medicare taxes, unemployment compensation taxes, and any other federal, state, or local taxes, fees, or withholdings due for Franchisee. Franchisee is responsible for withholding, accruing, and paying all income, Social Security, Medicare, unemployment compensation taxes, and any other federal, state, or local taxes, fees, or withholdings relating to all Independent Staff, if any, as well as all statutory insurance and other benefits required by law for Franchisee and Independent Staff and all other benefits promised to the Independent Staff by Franchisee, if any.

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

5. FRANCHISEE'S OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES

A. Standards Compliance. To protect the reputation and goodwill of Franchisor and to maintain the high standards of operation under the Marks, Franchisee must conduct its business in accordance with the Administration Manual, other written directives which Franchisor may issue to Franchisee from time to time, and any other manuals and materials created or approved for use in the operation of the Franchised Business. Franchisee acknowledges and agrees that following System standards and maintaining uniformity among all N2 Publishing businesses is important. Franchisee further acknowledges and agrees that local conditions or other special circumstances may warrant a deviation from System standards, and Franchisor may, in its reasonable judgment, allow such deviation.

B. Approved Products and Services. Franchisee must offer only the products and services that have been expressly approved for sale in writing by Franchisor; Franchisee must discontinue offering any products or services which Franchisor may, in its sole discretion, disapprove in writing at any time; and Franchisee must refrain from deviating from Franchisor's standards and specifications without Franchisor's

prior written consent. If Franchisor grants Franchisee the right to offer any products or services that are not contemplated by the Publication and Advertising Contracts described in Section 5.E.(1) below, then Franchisee will use the form of contract Franchisor requires to document the sale of the products or services, which form will require that all fees and amounts payable under such contracts must be paid directly to Franchisor or its affiliate or their designee, as applicable, in accordance with the terms thereof. Franchisee must not accept any payments from any purchaser of such products and/or services or in connection with complying with Franchisee's obligations under this Agreement. Franchisor may terminate this Agreement for Franchisee's failure to comply with the requirements set forth in this Section 5.B.

C. Approved Suppliers. Franchisee must comply with all of Franchisor's requirements relating to the purchase of products, supplies, and/or services used or offered by Franchisee's N2 Publishing business and if required, must purchase such items and/or services from suppliers approved by Franchisor, including without limitation payroll processing and insurers. Franchisee acknowledges and agrees that Franchisor may change the number of approved suppliers or distributors at any time and may designate itself, an affiliate, or a third party as the exclusive source for any or all items or services. Franchisee must receive prior, written approval from Franchisor before purchasing any products, supplies, or services from any supplier not already approved by Franchisor. If Franchisee desires to purchase, lease, or use any products, services, or other items from an unapproved supplier, Franchisee must submit to Franchisor a written request for such approval, or must request the supplier itself to make such request. When reviewing a product or supplier, Franchisor will consider various factors, including, but not limited to, pricing, quality, consistency, efficiency, effectiveness, control of and protection of proprietary information, ability to service the entire franchise system, data security, credit worthiness, and solvency. At Franchisor's request, Franchisee must pay or reimburse Franchisor for Franchisor's reasonable expenses incurred in the supplier approval process (whether or not approval of the supplier is granted). Franchisor has the right to require that its representatives be permitted to inspect the supplier's business premises, software, security systems, or procedures, and require that samples from the supplier be delivered, if applicable, either to Franchisor or to an independent laboratory designated by Franchisor, for testing. A charge, not to exceed the cost of the inspection and of the test (including Franchisor's administrative costs attributable to both), must be paid by Franchisee or the supplier. Franchisor reserves the right, at its option, to re-inspect from time to time the business premises and products of any such approved supplier. Franchisor has the right to revoke, in its sole discretion, the approval of any item or supplier that fails to meet Franchisor's standards. Nothing in the foregoing will be construed to require Franchisor to approve any particular supplier, nor is Franchisor required to issue any supplier approval standards and specifications to Franchisees. Franchisor will give Franchisee 60 days prior written notice of its revocation of any previously-approved supplier. Franchisee's failure to comply with the provisions of this Section 5.C. will be deemed a material breach under this Agreement.

D. Training.

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

(2) If Franchisor requires, or if Franchisee requests additional or remedial training, attendees of additional or remedial training may be required to pay Franchisor's then-current rate for such additional or remedial training or tuition/attendance fees charged by other third-party providers of such training. Franchisee is responsible for all of its costs associated with training, including without limitation

transportation, lodging, other travel-related costs, and wages. Training will be conducted at locations and using the methods designated by Franchisor.

E. Management and Promotion of the Franchised Business. The Principal or Operations Manager named in Attachment E hereto must personally supervise and devote full-time attention to the day-to-day operations and management of the Franchised Business. Franchisee, through its Principal and/or Operations Manager, must diligently promote the sale of, and stimulate interest in, advertising in the Publication that Franchisee manages, however Franchisee must not agree, represent, or warrant to any advertiser that such advertiser will have any exclusive advertising rights and/or protection from competing advertisers. In promoting the Publication, Franchisee, its Principal(s), Operations Manager, and other representatives, must:

(1) Solicit contracts for N2 Publishing within Franchisee's Territory ("**Publication Contracts**") and for print advertising in the Publication from advertisers ("**Advertising Contracts**") (Publication Contracts and Advertising Contracts, collectively, "**Publication and Advertising Contracts**"), quoting prices and terms set by Franchisor or its affiliate (or otherwise approved by Franchisor in writing), and using the form contracts provided by Franchisor or its affiliate. To the fullest extent permitted by applicable law, Franchisor and/or its affiliate reserve the right to establish maximum, minimum, or other pricing requirements with respect to Publication and Advertising Contracts. All Publication and Advertising Contracts must be between Franchisor or its affiliate and the Communities or advertiser, as applicable, and Franchisee will not be a party to, or a third-party beneficiary of, any such Publication or Advertising Contract. Additionally, all fees and amounts payable under the Publication and Advertising Contracts must be paid directly to Franchisor or its affiliate or their designee, as applicable, in accordance with the terms thereof, and Franchisee must not accept any payments from any advertiser or Community, nor will Franchisee make payments on behalf of any Community or advertiser for any reason. Franchisor may terminate this Agreement for Franchisee's failure to comply with the requirements set forth in this Section 5.E.(1). Franchisee shall not enter into advertising or publishing contracts on Franchisor or its affiliate's behalf, and Franchisor and its affiliates are party to any advertising or publishing contract, not Franchisee or its owners.

(2) Forward to Franchisor or its affiliate all Publication and Advertising Contracts which have been executed by a representative of a Community or advertiser, as applicable, for review, approval, and execution by Franchisor or its affiliate no later than 30 days after such Publication and Advertising Contracts have been executed by the Community or advertiser, as applicable, and enter all Publication Advertising Contracts into the accounting system (Portal) designated by Franchisor within seven days from the date of sale; and

(3) Each month, and for each publication that Franchisee manages, Franchisee must (1) maintain a minimum, monthly Commission in the amount prescribed in the Administration Manual, (2) include a minimum number of pages that meet Franchisor's standard within each issue of the Publication, as prescribed in the Administration Manual, and (3) include a minimum number of neighborhood-specific articles, as prescribed in the Administration Manual. Franchisor may change the amount of the minimum Commission at any time during the Term of this Agreement, in its discretion.

(4) For each Quarter, and for each publication that Franchisee manages, Franchisee must complete the minimum number of Qualified Sales prescribed in the Administration Manual. Franchisor may change the minimum number of Qualified Sales and Quarter-related requirements at any time during the Term of this Agreement, in its discretion. A "**Quarter**" is a three-month period starting in January of each year, and a "**Qualified Sale**" is the sale of a new advertising contract that has a term of at least 12 months and generates Cash Received of at least $150 per month.

(5) Distribute the Publication to all residents in Franchisee's Territory and all publication advertisers, unless otherwise approved in writing.

F. Participation in Strategic Partner Arrangements. Franchisor or other N2 Publishing franchisees may, from time to time, establish one or more national or regional accounts with N2 Publishing advertisers that may be located in, or have offices, branches, or some other presence in Franchisee's Territory ("**Strategic Partners**"), and has sole discretion in determining whether or not an advertiser is deemed a Strategic Partner. Franchisor may, at its discretion, permit Franchisee to call on Strategic Partners in an effort to sell advertising to Strategic Partners in the Publication. If Franchisee attempts to sell advertising to a Strategic Partner, Franchisee must strictly comply with all of Franchisor's or its affiliate's requirements relating to such relationships, including honoring any pricing arrangement agreed to between Franchisor or its affiliate and each Strategic Partner. Franchisor reserves the right to designate, at any time, any of Franchisee's advertisers as a Strategic Partner.

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

H. Office; Equipment. Franchisee may operate the Franchised Business from any facility it chooses, which may be Franchisee's home. Franchisee's office must be located within a radius of 50 miles from the perimeter of Franchisee's Territory. Franchisor does not provide Franchisee any assistance in locating an office. Franchisee must acquire and use any computer (including tablets) and software for the operation of the Franchised Business that Franchisor requires, including any enhancements, additions, substitutions, modifications, upgrades, and specific models or versions ("**Devices**"). Franchisor may also require Franchisee to license from Franchisor, or others Franchisor designates, any computer software Franchisor develops or acquires for use in connection with the Franchised Business and pay the associated fee. If Franchisor provides Franchisee with any Device(s), Franchisor reserves the right to maintain complete access, at all times, to such Devices without Franchisee's permission, and Franchisee must provide Franchisor all passwords and other login credentials at Franchisor's request. Otherwise, Franchisor does not have independent access to Franchisee's personal computer.

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

(1) Franchisee acknowledges having received a complete copy of this Agreement and all related attachments and exhibits and a complete copy of Franchisor's franchise disclosure document required by the Federal Trade Commission's Franchise Trade Regulation Rule (16 C.F.R. Part 436) within the time period required by applicable law before Franchisee executed this Agreement or paid any consideration to Franchisor. Franchisee acknowledges that it did not rely on any promises, representations, or agreements about the system, business, or franchise not expressly contained in this Agreement or Franchisor's franchise disclosure document in making its decision to sign this Agreement. Franchisee acknowledges that Franchisor and its representatives have not made any promises, representations, or agreements, oral or written, except as expressly contained in this Agreement and the franchise disclosure document. Franchisee further acknowledges that Franchisee has read this Agreement and Franchisor's franchise disclosure document and that Franchisee understands the terms of this Agreement and accepts them as being reasonably necessary for Franchisor to maintain the uniformity of N2 Publishing businesses and to protect the goodwill of the Marks and the integrity of the System.

(2) Franchisee has conducted an independent investigation of the business contemplated by this Agreement and recognizes that an investment in the Franchised Business involves business risks; that Franchisee's success is largely dependent on Franchisee's abilities and efforts; and that the nature of the Franchised Business may change over time. Franchisee has not received or relied on any guaranty or assurance, express or implied, as to the revenues, profits, or success of the business contemplated by this Agreement.

(3) Franchisee understands and agrees that Franchisor may operate and change the System and Franchisor's business in any manner that is not expressly and specifically prohibited by this

Agreement. Without limitation of the foregoing, Franchisee acknowledges that the products and services to be offered by Franchisee may be supplemented, improved, or otherwise modified from time to time by Franchisor.

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

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

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

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

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

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

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

K. Ownership; Principals' Undertaking.

(1) If Franchisee is a corporation, partnership, limited liability company, or other legal entity, the ownership interests in Franchisee are accurately and completely described in Attachment E. If Franchisee is a corporation, Franchisee will maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in Franchisee or, if Franchisee is a partnership, limited

liability company, or other form of legal entity, Franchisee will maintain at all times a current list of all owners of an interest in the partnership, limited liability company, or other entity. Franchisee will make its list of owners available to Franchisor upon request.

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

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

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

M. Powers of Attorney. Franchisee hereby appoints Franchisor as Franchisee's true and lawful attorney-in-fact, with full power and authority to assign to Franchisor upon the termination, expiration, or transfer of this Agreement all rights to any telephone number(s) and any business listings related to or associated with the Franchised Business. Such power of attorney will survive the expiration or termination of this Agreement, and Franchisee agrees to execute such forms and documents as Franchisor deems necessary to appoint Franchisor as Franchisee's true and lawful attorney-in-fact with full power and authority for the foregoing purposes. Franchisor will not assume any obligations for costs or expenses related to such telephone number(s) that accrued prior to the date on which Franchisor acquired the telephone number(s).

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

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

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

Q. Submission of Information. Franchisee must provide Franchisor information relating to the Franchised Business as Franchisor may reasonably require and in the manner Franchisor requires.

R. Fines. For each instance where Franchisee fails to obtain prior written approval for advertising or promotional plans and materials, offers unauthorized products or services, or otherwise fails to comply with the N2 Publishing System operating standards and Administration Manual, Franchisor shall, at Franchisor's option, have the right to levy a fine in an amount up to Five Hundred Dollars ($500) for the first instance and up to One Thousand Dollars ($1,000) for a second or subsequent instance. The imposition of a fine pursuant to this section shall not act as a waiver of any of Franchisor's other remedies under this Agreement. Furthermore, Franchisor has the right to collect any such fines by means of EFT.

6. FRANCHISOR'S OBLIGATIONS

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

A. Administration Manual. During the initial training program and for the Term of this Agreement, access to the Administration Manual, either in paper and/or electronic form.

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

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

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

E. Training. An initial training program for Franchisee and additional training as determined by Franchisor.

7. COVENANTS AGAINST UNFAIR COMPETITION

A. Non-Disclosure of Confidential Information. Franchisee and Principals agree that the Confidential Information is solely owned by Franchisor, and this Agreement does not grant to Franchisee or any Principal any rights in or to the Confidential Information. Franchisee and Principals further agree that the use or duplication of any of the Confidential Information in any other business would constitute an unfair method of competition. Franchisee and Principals acknowledge that Franchisor desires to maintain the confidentiality of the Confidential Information and is making it available to Franchisee for the sole purpose of Franchisee using the Confidential Information in connection with the operation of the Franchised Business under the terms and conditions of this Agreement. Franchisee and Principals further acknowledge and agree that the Confidential Information is proprietary to and a valuable trade secret of Franchisor and that any disclosure or unauthorized use thereof will cause irreparable loss and harm to Franchisor. In consideration of the opportunity to obtain access to the Confidential Information, Franchisee and each Principal agree and covenant:

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

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

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

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

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

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

B. Noncompetition. Franchisee and Principals represent that they are not currently working with or for any Person engaged in any Competitive Business. Franchisee and each Principal specifically acknowledge that they will receive valuable Confidential Information beyond their present skills and experience and that such Confidential Information provides a competitive advantage. In consideration for gaining access to Confidential Information, the use of the Marks and other valuable consideration associated with the grant of the right to operate the Franchised Business, Franchisee and Principal(s) agree that:

(1) During the Term of this Agreement, neither Franchisee nor any Principal will, for themselves or through or on behalf of or in conjunction with other persons or entities, own, maintain, operate or engage in a Competitive Business or provide any Competitive Services at any location within the United States, its territories or commonwealths, or any other country, province, state, or geographic area in which Franchisor or its affiliates have used, sought registration of, or registered the Marks or similar marks or operated or granted others the right to operate a business (including other N2 Publishing franchisees) under the Marks or similar marks; and

(2) For a period of two (2) years after the termination, expiration, or non-renewal of this Agreement, regardless of the reasons for such termination, expiration, or non-renewal, Franchisee and its Principal(s) shall not, within the Restricted Territory:

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

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

(iii) perform any activities for or relating to a Competitive Business, the performance of which is reasonably likely to involve the use or disclosure of, and/or reference to Confidential Information.

(3) For a period of two (2) years after the termination, expiration, or non-renewal of this Agreement, regardless of the reasons for such termination, expiration, or non-renewal, Franchisee and its Principals shall not, within the Restricted Territory, solicit or attempt to solicit, using any form of oral, written, or electronic communications, Franchisor's or its affiliate's current or prospective business advertisers with whom Franchisee or any Principal interacted for the purpose of soliciting, offering or accepting goods or services that are competitive with those offered by Franchisee, Franchisor, or Franchisor's affiliates..

(4) Provided, however, that nothing herein shall prohibit Franchisee or any Principal from owning, solely as an investment, securities of any Person traded on any national securities exchange if neither Franchisee nor any Principal Inc. controls, or is a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person.

C. Definitions.

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

(i) a 15-mile radius around the perimeter of the territory of any other N2 Publishing Franchisee; or

(ii) the territory of any other N2 Publishing franchisee; or

(iii) a 15-mile radius around the perimeter of the Territory; or

(iv) the Territory.

(2) Competitive Business. The term "**Competitive Business**" includes the following divisible and severable business lines or services ("**Competitive Services**") which the Franchisee's Franchised Business provided at any time within the twelve-month period prior to the termination, expiration or non-renewal of this Agreement:

(i) selling digital and/or print advertising to businesses for publication in or related to publications that compete with N2 Publishing publications;

(ii) publishing and/or facilitating the publishing of publications that compete with N2 Publishing publications;

(iii) developing relationships among members of communities within the Territory and members of Industry Groups for the purpose of selling or marketing publications that compete with N2 Publishing publications;

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

D. Reasonableness of Covenants. Franchisee and Principals agree that the preceding covenants contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other legitimate business interests of Franchisor. Each of the covenants herein will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 7. is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which

Franchisor is a party, Franchisee and Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 7. Franchisee and Principals further understand and agree that Franchisor will have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section 7., or any portion thereof, without Franchisee's or Principals' consent, effective immediately upon notice to Franchisee or Principals, and Franchisee and Principals agree that they will promptly comply with any covenant as so modified. The time periods set forth in this Section 7 will be tolled for any period of noncompliance.

E. Improvements. If Franchisee, Franchisee's employees, or Principals develop any new concept, process, or improvement in the operation or promotion of the Franchised Business ("**Improvement**"), Franchisee agrees to promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such Improvement will become Franchisor's sole property, and Franchisor will be the sole owner of all related patents, patent applications, and other intellectual property rights. Franchisee and Franchisee's Principals hereby assign to Franchisor any rights Franchisee or they may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's Principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. Franchisee and Franchisee's Principals hereby irrevocably designate and appoint Franchisor as Franchisee's and their agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such Improvement. In the event that the foregoing provisions of this Section 7.E. are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's Principals hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly, infringe Franchisee's or their rights therein.

F. Client and Other Data. Franchisee shall maintain a current list of the names, businesses, addresses, e-mail addresses and telephone numbers of the advertisers and prospective advertisers who have provided such information to the Franchised Business (the "Client List"). Franchisee shall provide the Client List to the Franchisor upon request. The Client List shall be the property of Franchisor. Franchisee shall not disclose such information to any person or entity other than Franchisor, or sell such list(s) or any portions thereof to any person or entity without the express written consent of Franchisor. Likewise, other data collected by Franchisee or Franchisee's information technology system (Client List and the other data collectively referred to herein as "Franchisee Data") is deemed to be owned by Franchisor, and Franchisee agrees to furnish the Franchisee Data to Franchisor at any time that Franchisor requests it. Franchisor hereby grants Franchisee a limited license to use Franchisee Data while this Agreement or a successor franchise agreement is in effect, but only in accordance with the policies that Franchisor establishes periodically and applicable law. Franchisee shall not be due any compensation based upon Franchisor's use of the Franchisee Data. Franchisee may not sell, transfer, or use Franchisee Data for any purpose other than marketing N2 Publishing services.

G. Remedies. Franchisee and Principals agree that the obligations in this Section 7. are necessary and reasonable in order to protect Franchisor and expressly agree that monetary damages would be inadequate to compensate Franchisor for any breach of any covenant or agreement set forth herein. Accordingly, Franchisee and Principals agree and acknowledge that any such violation or threatened violation will cause irreparable injury to Franchisor for which no adequate remedy at law may be available and that, in addition to any other remedies that may be available, in law, in equity, or otherwise, Franchisor is entitled to obtain injunctive relief and specific performance against Franchisee and/or Principals for the threatened breach of this Section 7. or the continuation of any such breach, without proof of actual damages

and without the posting of any bond. Franchisee and Principals further agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in connection with the enforcement of this Section 7., including payment of all costs and expenses for obtaining injunctive relief or any other remedy available to Franchisor for any violation of the requirements of this Section 7.

H. Execution of Covenants by Franchisee's Principals and Management. Franchisee agrees to require and obtain the execution of covenants similar to those set forth in Sections 7.A. and B. from all of Franchisee's Principals not signing the Principals' Undertaking, and, at Franchisor's request, any other of Franchisee's personnel. These covenants must be substantially in the form set forth in Attachment D; however, Franchisor reserves the right, in Franchisor's sole discretion, to decrease the scope of the noncompetition covenant set forth in Attachment D or eliminate such noncompetition covenant altogether for any person that is required to execute such agreement.

8. USE OF MARKS AND COPYRIGHTED MATERIALS

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

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

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

C. Franchisee will use the Marks in the precise form that Franchisor prescribes and will observe Franchisor's directions regarding the presentation, display, and use of the Marks and the use, copying, and distribution of the Copyrighted Materials.

D. Without Franchisor's prior written approval, which Franchisor may give or withhold in Franchisor's sole discretion, Franchisee may not develop, create, generate, own, or otherwise use or participate in any computer and/or electronic media (including but not limited to the Internet, bulletin boards, social networking sites (e.g., Facebook), news groups, and discounting/couponing sites) in connection with the Franchised Business. If Franchisor grants approval for Franchisee's use of an Internet Website, Franchisee acknowledges that the form, content, and appearance of any Internet Website Franchisee uses must comply with the System standards and must be approved by Franchisor in writing before being used. Accordingly, Franchisee agrees that Franchisee has no authority to, and Franchisee will not, establish any Website that creates any association with the Marks or the System, or post any advertisements or material on the Internet that depict or display the Marks or suggest an association with the System, without Franchisor's express prior written consent. Without limitation of the foregoing, if Franchisor requires, any Internet Website created by or for Franchisee must contain a hypertext link to Franchisor's Internet Website in the form Franchisor requires, and no other hypertext links to third-party Internet Websites unless previously approved in writing by Franchisor. Notwithstanding Franchisor's approval of a Website, Franchisor reserves the right to revoke Franchisor's approval at any time such Website fails to continue to meet Franchisor's standards, and Franchisee agrees that upon such revocation, Franchisee will immediately discontinue use of the Website.

E. Franchisee acknowledges that Franchisor has established and maintains an Internet Website that provides information about the N2 Publishing business. Franchisor has sole discretion and

control over the Website's maintenance, design, and contents. Franchisee acknowledges that Franchisor is the lawful, rightful, and sole owner of the Internet domain name, www.n2pub.com, and unconditionally disclaims any ownership interest in such or any colorably similar Internet domain name. Franchisee will not register any Internet domain name in any class or category that contains the name of any N2 publication or the words "N2" or "publishing" or any abbreviation, acronym, or variation of those words or any Marks or any part of any Marks. Additionally, Franchisor may, in its sole discretion, provide Franchisee with a _____@n2pub.com email address or email address using a different domain name that contains the name or any part of the name of the Publication or any of the Marks, or derivatives thereof, at no charge. Franchisee may request additional email addresses using the n2publishing.com or other domain names that contain the Marks or any part of the Marks (except the n2pub.com domain) at no charge. If Franchisor provides Franchisee such email address(es), Franchisee must use such email address(es) in connection with the Franchised Business and as otherwise directed in the Administration Manual. If Franchisee requests additional email addresses using the n2pub.com domain, Franchisee must pay Franchisor the then-current fee for each such additional address.

F. Franchisee must obtain Franchisor's prior approval for all advertising and promotional plans and materials that Franchisee desires to use to promote Franchisee's N2 Publishing business and that have not been prepared or previously approved by Franchisor. Franchisee must submit such unapproved plans and materials to Franchisor (by personal delivery, by facsimile, through the mail, or by e-mail using the e-mail address required by Franchisor), and Franchisor will approve or disapprove such plans and materials within 14 days from the date of receipt by Franchisor, and Franchisor reserves the right to disapprove previously approved plans and materials at any time, in Franchisor's sole discretion. Franchisee will not use such plans or materials until approved by Franchisor. Franchisee must promptly discontinue use of any promotional or advertising plans or materials upon notice from Franchisor to do so.

G. Franchisee must notify Franchisor immediately of any apparent infringement of, or challenge to, Franchisee's use of any Mark and of any claim by any person of any rights in any Mark or any Copyrighted Materials. Franchisee and Principals must not communicate with any person other than Franchisor, its affiliates, their counsel, and Franchisee's counsel in connection with any such apparent infringement, challenge, or claim. Franchisor will have complete discretion to take any action it deems appropriate in connection with any infringement of, or challenge or claim to, any Mark or Copyrighted Materials and the right to control exclusively, or to delegate control of, any settlement, litigation, Patent and Trademark Office, or other proceeding arising out of any such alleged infringement, challenge, or claim or otherwise relating to any Mark or Copyrighted Materials. Franchisee agrees to execute all such instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any affiliate in the Marks or Copyrighted Materials.

9. TRANSFER AND ASSIGNMENT

A. By Franchisor.

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

(2) If Franchisor transfers or assigns this Agreement to an unaffiliated third-party purchaser in connection with the sale of the entire N2 Publishing business, and if, as of the date of such transfer or assignment, the remaining Term of this Agreement is less than 540 days, then, prior to or contemporaneously with the closing of such transfer or assignment, Franchisor will, at Franchisee's option, enter into an amendment to this Agreement with Franchisee pursuant to which the then-existing Term of this Agreement will be extended so that it expires on the date which is 540 days from the closing date of

such transfer or assignment. Nothing in this Section 9.A.(2) limits or otherwise affects Franchisor's right to transfer or assign this Agreement as provided in Section 9.A.(1).

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

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

(2) The transferor and its principals, if applicable, have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, their respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees, past and present, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and any other agreement with Franchisor or its affiliates, and under federal, state, or local laws, rules, and regulations or orders;

(3) The transferee demonstrates to Franchisor's satisfaction that it meets Franchisor's then-current qualifications, and, at the transferee's expense, transferee and any of it owners and any other personnel required by Franchisor complete any training programs then in effect for N2 Publishing franchisees upon such terms and conditions as Franchisor may require;

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

(5) The transferee must execute Franchisor's then-current form of franchise agreement for a term ending on the expiration date of this Agreement (including any renewal terms provided by this Agreement). The new franchise agreement will supersede this Agreement in all respects, and its terms may differ from the terms of this Agreement, including higher fees, but the transferee will not be required to pay an initial franchise fee. If the transferee is a corporation, partnership, limited liability company, or other

entity, those of transferee's principals who are designated as principals, also must execute such agreement and guarantee the performance thereof;

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

(7) Upon application for consent, Franchisee must pay Franchisor a transfer fee in an amount equal to the then-current initial franchise fee that Franchisor generally charges to new N2 Publishing franchisees, plus Franchisor's reasonable attorneys' fees incurred in connection with the transfer; and

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

C. By Franchisee – Right of First Offer. If Franchisee or any of its owners desires to transfer this Agreement or the Franchised Business for legal consideration before obtaining an offer from a buyer, Franchisee must send Franchisor an offer in writing ("Offer Notice") containing the exact terms and conditions on which Franchisee desires to transfer the Franchisee, the Franchise Agreement, or the Franchised Business. Upon receipt of the Offer Notice Franchisor will have the option, exercisable by notice ("Response Notice") delivered to Franchisee within 30 days thereafter, to indicate Franchisor's intention to accept Franchisee's offer to sell such interest in this Agreement or the Franchised Business for the price and terms contained in the Offer Notice. Franchisor has the right to investigate and analyze the business and all other matters Franchisor deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms described in the Offer Notice. Franchisor may conduct such investigation and analysis in any manner Franchisor deems reasonably appropriate, and Franchisee and its owners agree to provide Franchisor with all information Franchisor requests and to cooperate fully with Franchisor in connection therewith. If Franchisor delivers a Response Notice, Franchisor and Franchisee and/or its owners will enter into a purchase agreement reasonably satisfactory to both Franchisor and Franchisee, containing such agreements, representations, warranties, covenants, and indemnities, and requiring such documents at closing, as is reasonably necessary to protect each party's interests. The closing shall occur not more than 90 days after the date of the Response Notice, unless the closing is delayed for reasons beyond Franchisor's reasonable control. If Franchisor does not deliver a Response Notice, as provided above, Franchise and/or its owners may solicit offers to transfer this Agreement or the Franchised Business from other parties at the exact same price and on the exact same terms as presented in the Offer Notice for a period of time expiring 365 days after the Offer Notice is delivered to Franchisor. Franchisee must immediately deliver to Franchisor a complete and accurate copy of any offer that Franchisee receives within such 365-day period from any such third party that Franchisee and/or its owners are willing to accept ("Third Party Offer"). If the terms of the Third Party Offer are the same as those contained in the Offer Notice, then Franchisee and/or its owners may accept such offer and complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to our approval of the transfer as provided in Section 9.B, provided that if the sale to such offeror is not completed within 90 days after delivery of such Third Party Offer to us, or if there is any change in the terms of the offer, Franchisee must promptly notify Franchisor and Franchisor will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30-day period following Franchisee's notification of the expiration of the 90-day period or the change to the terms of the offer.

D. By Franchisee – Right of First Refusal. If the terms of the Third Party Offer pursuant to Section 9.C are different in any material respect (including price and/or payment terms) from those contained in the Offer Notice pursuant to Section 9.C, Franchisor will have the option, exercisable by notice delivered to you within 30 days from the date of delivery to us of a complete and accurate copy of the Third

Party Offer, to purchase such interest in this Agreement, Franchisee, or the Franchised Business for the price and on the terms and conditions contained in such Third Party Offer. In addition, if Franchisee or any of its owners desire to transfer this Agreement, Franchisee, or the Franchised Business to a prospective buyer without first giving Franchisor an Offer Notice pursuant to Section 9.C, Franchisee or its owner must obtain a bona fide, executed written offer and earnest money deposit in the amount of at least 5% of the offering price from a responsible and full disclosed purchaser and must deliver immediately to Franchisor a complete and accurate copy of such offer ("Right of First Refusal Offer"). Franchisor has the right to investigate and analyze the business and all other matters Franchisor deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of our right of first refusal. Franchisor may conduct such investigation and analysis in any manner Franchisor deems reasonably appropriate, and Franchisee and its owners agree to provide Franchisor with all information Franchisor requests and to cooperate fully with Franchisor in connection therewith. If Franchisor exercises its option to purchase pursuant to the terms of the Third Party Offer or the Right of First Refusal Offer, as provided in this Section 9.D or Section 9.C, Franchisor and Franchisee and/or its owners will enter into a purchase agreement reasonably satisfactory to Franchisor and Franchisee, containing such agreements, representations, warranties, covenants, and indemnities and requiring such documents at closing, as are reasonably necessary to protect each party's interests. The closing shall occur not more than 90 days after the date of our response to the Third Party Offer or Right of First Refusal Offer, as applicable, unless the closing is delayed for reasons beyond Franchisor's reasonable control. In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be able to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, Franchisor at its own expense may designate an independent appraiser and the appraiser's determination shall be binding. If Franchisor does not exercise its option to purchase pursuant to the terms of the Third Party Offer or the Right of First Refusal Offer, as provided in this Section 9.D or Section 9.C, Franchisee or its owners may complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to Franchisor's approval of the transfer as provided in Section 9.B, provided that if the sale to such offeror is not completed within 90 days after delivery of such offer to Franchisor, or if there is any change in the terms of the offer, Franchisee must promptly notify Franchisor and Franchisor will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30-day period following Franchisee's notification of the expiration of the 90-day period or the change to the terms of the offer.

E. Death or Incapacity. Upon the death or permanent incapacity of Franchisee or a Principal, the executor, administrator, conservator or other personal representative of such person shall transfer his interest to a party approved by Franchisor within six (6) months thereof. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to all conditions set forth in this Article 9, including Franchisor's right of first offer and right of first refusal, provided that if the transfer is by devise or inheritance, the transferor will not be obligated to pay a transfer fee. Failure to so dispose of such interest within said period of time shall constitute a breach of this Agreement. Franchisor's consent to a transfer of any interest subject to the restrictions of this Article 9 of this Agreement, shall not constitute a waiver of any claims it may have against the assignor, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms or conditions of this Agreement by the transferee.

10. DEFAULT AND TERMINATION

A. Default and Termination. Franchisee acknowledges that each of Franchisee's obligations described in this Agreement is a material and essential obligation; that nonperformance of such obligations will adversely and substantially affect Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

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

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

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

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

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

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

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

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

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

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

(10) Franchisee is dissolved; or

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

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

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

(2) Franchisee transfers or attempts to transfer this Agreement in violation of Section 9. of this Agreement;

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

(4) Franchisee or any Principal is convicted of, or pleads nolo contendere to, a felony or indictable offense in any court, becomes known to Communities, Industry Groups, or advertisers as being of bad moral character, disparages, embarrasses, or tarnishes Franchisor's reputation, or fails to comport itself at all times in accordance with the highest standards of conduct and behavior, consistent with its responsibilities as an N2 Publishing franchisee;

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

(6) Franchisee or any of its affiliates is in default of any other agreement with Franchisor or any of Franchisor's affiliates and fails to cure such default as provided for in such other agreement.

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

(8) Franchisee underreports its sales of Publication and Advertising Contracts; or

(9) Franchisee accepts any payments from any advertiser or Community, or makes any payments on behalf of any Community or advertiser, for any reason.

D. Termination on Notice; Opportunity to Cure. Except as provided in Sections 10.B. and 10.C. of this Agreement, upon any default by Franchisee which is capable of being cured, Franchisor may terminate this Agreement by giving Franchisee written notice of termination stating the nature of the default and the time period within which the default must be cured ("**cure period**"). Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction within the cure period (or any longer period that applicable law may require. If any such default is not cured within the cure period, this Agreement will terminate without further notice to Franchisee effective immediately upon the expiration of the cure period. Defaults which are susceptible of cure hereunder may include, but are not limited to, the following:

(1) Franchisee does not meet all processing and other publication deadlines;

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

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

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

(5) Franchisor terminates more than one Publication Contract or otherwise ceases production of more than one N2 Publishing publication for which Franchisee is responsible, in any six-month period due to the fact that the Publication Expenses for such N2 Publishing publications exceed the total revenue received by Franchisor with respect to such N2 Publishing publications;

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

(7) Franchisee or Principals fail to return any Returnable Commissions to N2 within 15 days after receiving notice from Franchisor that such Returnable Commissions are due;

(8) Franchisee fails to pay when due any fee, expense, charge, or other amount due and owing to any supplier or creditor of Franchisee and does not cure within 10 days following notice from Franchisor;

(9) Franchisee fails to pay its employees and/or independent contractors in accordance with applicable federal, state, and local labor and/or employment and payday laws;

(10) Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein and fails to cure such default within 24 hours following notice from Franchisor;

(11) Franchisee or any Principal fails to comply with the restrictions against competition set forth in Section 7.B. of this Agreement and fails to cure such default within 10 days following notice from Franchisor; or

(12) Franchisee fails to comply with any other provision of this Agreement and fails to cure such breach within 30 days following written notice from Franchisor.

E. Mutual Termination Right. Franchisor and Franchisee each have the right to terminate this Agreement for any reason or no reason by providing the other party with written notice of termination on or before the earlier to occur of **(1)** nine months following the Effective Date or **(2)** the date on which the first issue of the Publication is issued. In the event of termination of this Agreement pursuant to this Section 10.E., neither party will incur any liability or have any obligation to pay the other party any amounts hereunder, except for amounts due and owing as of the date of the mutual termination. In Franchisor's sole discretion, Franchisor may condition Franchisee's termination under this Section 10.E. upon the parties' execution of a mutual termination and release agreement in the form required by Franchisor, and Franchisee will be required to comply with all of its post-termination obligations required in this Agreement.

F. Step-In Rights. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights Franchisor may have against Franchisee, upon a failure to meet any of the requirements of this Agreement, upon death or incapacity of the Franchisee or of any Principal, or upon a failure to cure any default within the applicable time period (if any), Franchisor has the right, but not the obligation, to exercise complete authority with respect to the operation of the Franchised Business until such time as Franchisor determines that the default has been cured, and Franchisee is otherwise in compliance with this Agreement. In the event Franchisor exercises the rights described in this Section, Franchisee, or in the case of death or incapacity, any person duly appointed to hold an interest in the Franchisee, will pay to Franchisor an additional fee of 45% of the monthly Cash Received, plus any expenses Franchisor incurs in managing the Franchised Business ("Management Fee"). The Franchisee shall pay the Management Fee for as long as the Franchisor is operating the Franchised Business. The Management Fee is due monthly. If Franchisor undertakes to operate the Franchised Business pursuant to this Section, Franchisee agrees to indemnify and hold Franchisor (and Franchisor's representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of Franchisor's operation of the Franchised Business.

11. OBLIGATIONS OF FRANCHISEE UPON TERMINATION

Upon the expiration or termination of this Agreement, all rights granted to Franchisee hereunder will immediately terminate, and Franchisee must:

A. Immediately cease to conduct operations as an N2 Publishing franchisee;

B. Promptly discontinue all use of the Marks, Copyrighted Materials, and Confidential Information and take appropriate action to return to Franchisor all Copyrighted Materials and Confidential Information in Franchisee's possession or within its control;

C. Pay all amounts due under this Agreement;

D. Comply with the covenants set forth in Section 7.;

E. At Franchisor's option, assign to Franchisor all rights to any business listings and social media accounts, credentials, and login information related to or associated with the Franchised Business and execute all forms and documents required by Franchisor to transfer such items to Franchisor. Franchisee agrees to use different telephone numbers at or in connection with any subsequent business conducted by Franchisee; and

F. Pay to Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 11.

12. INSURANCE; INDEMNIFICATION; INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

B. Indemnification. Franchisee will indemnify, defend, and hold harmless Franchisor, its affiliates, and their respective officers, directors, employees, owners, agents, representatives, and independent contractors, past or present ("**Indemnitees**"), harmless, to the fullest extent permitted by law, from any and all losses and expenses (defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted), which arises out of or is based upon any act or omission, whether actual or alleged, negligent or otherwise, of Franchisee, its employees, or agents, in connection with the performance of Franchisee, its employees, or agents in connection with the operation of the Franchised Business, Franchisee's employer/employee relationships, or the breach by Franchisee of any representation or warranty herein. "**Losses and expenses**" includes, without limitation, all losses, compensatory, exemplary, or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to Franchisor's reputation and goodwill, and other such amounts incurred in connection with the matters described. This indemnity will survive the expiration or termination of this Agreement.

C. Collections Actions. Franchisee will reimburse Franchisor or its affiliate for the costs Franchisor or its affiliate incurs to enforce advertising contracts entered into in connection with the Publication. If advertisers breach such agreements, Franchisor and/or its affiliate reserve the right, in their sole discretion, to seek payment from advertisers either by engaging a collections agency, instituting other collections means, and/or filing a lawsuit, and Franchisee will reimburse Franchisor or its affiliate for the costs of enforcement, including without limitation collections costs, other legal and court costs, and reasonable attorneys' fees.

D. Relationship of the Parties. Franchisee and Franchisor are independent contractors. Neither Franchisee nor Franchisor are agents, legal representatives, subsidiaries, joint venturers, partners, employees, or servants of the other for any purpose. Neither Franchisee nor Franchisor will be obligated by, or have any liability under, any agreements or representations made by the other, nor will Franchisor be liable for any damages to any person or property directly or indirectly arising out of Franchisee's operation of the Franchised Business, whether or not caused by Franchisor's negligence or willful action or failure to act. Franchisor also has no liability for any sales, use, excise, gross receipts, property, income, or other taxes that Franchisee might incur in connection with Franchisee's operation of the Franchised Business. Franchisee has control over Franchisee's own work schedule and determines the hours Franchisee works on any given day. Franchisee will use his or her own equipment and materials. Franchisor will provide from time to time suggestions and training to assist Franchisee, but Franchisee has control over the method used to obtain the desired results, provided that the actions performed are ethical, legal, and do not violate Franchisor's policies. All employees hired by or working for Franchisee will be Franchisee's or Franchisee's affiliates' employees and will not, for any purpose, be deemed employees of Franchisor or subject to Franchisor's control. Franchisor does not have the authority to hire, fire, promote, or demote any of Franchisee's or Franchisee's affiliates' employees or take any disciplinary action whatsoever against any of them. Additionally, Franchisee must communicate to all employees that Franchisee, not Franchisor, is their employer; and Franchisee must ensure that no payroll checks or other employment-related documents (such as job applications and W-2s) contain or reference the Marks or Franchisor's name. During the Term of this Agreement, Franchisee must hold itself out to the public as an independent contractor conducting the Franchised Business pursuant to the rights granted by Franchisor.

13. NOTICES

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

Notices to N2: franchiseadmin@n2co.com

Notices to Franchisee and Principals	_____ @n2pub.com and [INSERT PERSONAL EMAIL ADDRESSES]

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

B. Upon the expiration or termination of this Agreement, or if, for any reason, Franchisor no longer provides an n2pub.com e-mail account to Franchisee, then all future notices must be in writing and personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid to the parties at the following addresses until a different address is designated by written notice to the other party:

Notices to Franchisor: N2 Franchising, Inc.
5051 New Centre Drive Wilmington, North Carolina 28403 Attention: President

Notices to Franchisee and Principals: _____
_____
Attention: _____

14. APPLICABLE LAW; DISPUTE RESOLUTION

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

B. Arbitration.

(1) Any dispute, controversy, or claim arising out of, in connection with, or relating to this Agreement, and the relationships created hereby; or the formation, interpretation, breach, termination, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, must be resolved by arbitration. The arbitration must be administered in accordance with the Commercial Rules of the AAA. There will be one arbitrator. The arbitrator(s) must be experienced in franchising or franchise law and have no prior business or professional relationship with either party. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) ("**FAA**"). The parties intend and agree that any state laws attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the FAA and that arbitration will be held as provided in this Section 14.B. The arbitrator(s) must provide a reasoned award in writing. The award rendered by the arbitrator(s) will be final, and judgment may be entered thereon in any court having jurisdiction thereof.

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

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

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

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

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

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

(8) Notwithstanding the foregoing provisions of this Section 14.B., controversies, disputes, or claims related to or based on past due monies owed pursuant to this Agreement, the Marks, the Confidential Information, or the Copyrighted Materials may be brought in court.

C. Notwithstanding the foregoing, each party retains the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including injunctions or pre-arbitral attachments, and any such request will not be deemed in compatible with the agreement to arbitrate or a waiver of the right to arbitrate. Franchisee and its Principals hereby irrevocably consent to personal jurisdiction in the state and federal courts located in the county in which Franchisor maintains its principal place of business for this purpose.

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

(1) **VENUE AND JURISDICTION. ANY ACTION BROUGHT BY ANY PARTY AGAINST THE OTHER IN ANY COURT, WHETHER FEDERAL OR STATE, MUST BE BROUGHT EXCLUSIVELY WITHIN THE COUNTY OR THE FEDERAL JUDICIAL DISTRICT WHERE FRANCHISOR'S PRINCIPAL BUSINESS OFFICE IS LOCATED. FRANCHISEE AND ITS PRINCIPALS HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS FOR PURPOSES OF ANY SUCH PROCEEDING AND WAIVE ANY OBJECTIONS TO JURISDICTION AND ANY CLAIM THAT SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM OR THAT VENUE IS IMPROPER. NOTWITHSTANDING THE ABOVE, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER PROVISIONAL RELIEF, ANY PARTY MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.**

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

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

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

15. CONSTRUCTION OF AGREEMENT

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

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

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

D. Force Majeure. Upon the occurrence of an event of Force Majeure, the party affected thereby must give prompt notice thereof to the other party, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected, and a plan for resuming operation under the Agreement, which the party must promptly undertake and maintain with due diligence. Such affected party will be liable for failure to give timely notice only to the extent of damage actually caused. Except as provided in this Section 15.D., neither party will be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure.

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

to be part of this Agreement; and such portion, section, part, term, or provision as similar as possible to that which was severed will automatically be added, which addition will be valid and not contrary to or in conflict with any law or regulation.

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

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

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

I. Gender. All references herein to the masculine, neuter, or singular will be construed to include the masculine, feminine, neuter, or plural, where applicable. Without limiting the obligations individually undertaken by the Principals under this Agreement, all acknowledgments, promises, covenants, agreements, and obligations made or undertaken by Franchisee in this Agreement will be deemed, jointly and severally, undertaken by all of the Principals.

J. Remedies Cumulative. All rights and remedies of the parties to this Agreement are cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure, or default or threatened breach, failure, or default of any term, provision, or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement will be continuing and will not be exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination, or exercise of Franchisor's rights pursuant to Section 10. of this Agreement will not discharge or release Franchisee or any of the Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination, or the exercise of such rights under this Agreement. Additionally, Franchisee and the Principals will pay all court costs and reasonable attorneys' fees and costs incurred by Franchisor in obtaining any remedy available to Franchisor for any violation of this Agreement.

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

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

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

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

FRANCHISOR:
N2 Franchising, Inc.

By:_____
Duane Hixon, CEO
Date:_____

FRANCHISEE:
[Insert name of Franchisee entity here]

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

FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR PUBLICATIONS IN OHIO: You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day following _____. See the attached notice of cancellation for an explanation of this right.

Notice of cancellation

_____
(Enter effective date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to N2 Franchising, Inc., 5051 New Centre Drive, Wilmington, NC 28403, 910-202-0917, not later than midnight of the fifth business day following _____.

I hereby cancel this transaction.

_____
(Purchaser's Signature)

(Date) _____

Notice of cancellation

_____
(Enter effective date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to N2 Franchising, Inc., 5051 New Centre Drive, Wilmington, NC 28403, 910-202-0917, not later than midnight of the fifth business day following _____.

I hereby cancel this transaction.

_____
(Purchaser's Signature)

(Date) _____

ATTACHMENT A

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

(v) All other applicable fees and/or deductions applicable to Franchisee or the Publication, including, but not limited to: **(1)** samples shipping fees or extra copy orders fees; **(2)** adjustment fee; **(3)** missed deadline fee; **(4)** Returnable Commissions; **(5)** digital remarketing costs; **(6)** fees for services Franchisor or its affiliates provide, including the client care program, social media management, content development, and lead generation; and/or **(7)** Negative Commissions.

"**Confidential Information**" means information and know-how, oral or written, and documents relating to Franchisor, its affiliate, or the N2 Publishing business, furnished by Franchisor, or representatives of Franchisor, to Franchisee. Franchisor's Confidential Information includes, without limitation, all trademarks, trade names, service marks, emblems, and indicia of origin used by Franchisor in connection with the operation of the N2 Publishing business, and all trade secrets or know-how, including, but not limited to, research, plans, products, services, customer lists, advertisers, business plans, marketing data, software, forms, processes, methods of operation, and other business information disclosed to Franchisee by Franchisor or its representatives. The term Confidential Information does not include information which Franchisee or Principals can establish **(a)** is or becomes generally available to the public other than as a result of disclosure by Franchisor, or **(b)** becomes available to Franchisee from a source other than Franchisor or the representatives of Franchisor, provided that such source is not and was not bound by a non-disclosure or confidentiality agreement with Franchisor.

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

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

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

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

"**Principals**" includes, collectively and individually, all officers and directors of Franchisee (including the officers and directors of any general partner of Franchisee) whom Franchisor designates as Franchisee's Principals, and all holders of a direct or indirect ownership interest in Franchisee and of any entity directly or indirectly controlling Franchisee.

"**Publication Expense**" means Franchisor's affiliate's cost to design, publish, print, and deliver each issue of the Publication and undertake all other related tasks, including, without limitation, design fees (for print advertisements), printing costs, postage, administrative costs, including allocable portions of salaries, computer systems, etc., and any miscellaneous fees, including, without limitation, ad creation fees. The Publication Expense for a particular publication is determined based on the number of homes to which the particular publication will be distributed ("**Home Count**") and the number of pages in the particular publication ("**Page Count**"). The Publication Expense for a particular publication can be determined by entering the Home Count and the Page Count in the Publication Calculator on Franchisor's Website or as otherwise provided by Franchisor or its affiliate. Franchisor or its affiliate determines the cost basis used for calculating the Publication Expense ("**Cost Basis**") on an annual basis, and that Cost Basis is implemented on September 1 of each year and is applied through August 31 of the following year ("**Calculation Year**"). Notwithstanding anything to the contrary in this Agreement, Franchisor or its affiliate will not increase the Cost Basis by more than the greater of **(a)** 10% per Calculation Year or **(b)** the percentage change in the "Consumer Price Index – All Urban Consumers," which is determined and published by the Bureau of Statistics of the United States Department of Labor, for the immediately preceding Calculation Year; except that if postage rates increase at any time during any Calculation Year,

Franchisor and its affiliate reserve the right to increase the Cost Basis during the Calculation Year by the amount of the postage rate increase.

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

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

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

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

ATTACHMENT B

TERRITORY AND PUBLICATION DEADLINE

Franchisee has the right to distribute the Publication to Communities and Industry Groups located within the Territory described below, and only in the Territory described below, for purposes of operating the Franchised Business.

Franchisee's Territory is defined as:

_____

_____

ATTACHMENT C

PRINCIPALS' UNDERTAKING

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

1. Principal acknowledges and agrees as follows:

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

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

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

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

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

PRINCIPAL(S):

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

ATTACHMENT D

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

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

RECITALS

A. Franchisor has the right to use and license the use of a system ("**System**") for the establishment and operation of franchised businesses that sell print advertising for N2 Publishing under the Marks ("**Franchised Business**").

B. The System is identified by certain Marks including, the trademark "N2 Publishing," and includes certain Confidential Information which provides economic advantages to Franchisor and licensed users of the System.

C. Covenantor desires to become involved with Franchisee in the capacity of an owner, officer, partner, member, manager, shareholder or guarantor of the Franchised Business.

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

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

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

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

AGREEMENT

Confidentiality/Non-Disclosure

1. Covenantor will, at all times, maintain the confidentiality of the Confidential Information and will use and disclose such Confidential Information only in the course of his or her work with or performance of services for the Franchisee in connection with the operation of the N2 Publishing Franchised Business under the Franchise Agreement.

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

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

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

Covenants Not to Compete

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

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

(ii) engage in, or assist others in engaging in or providing Competitive Services which the Covenantor engaged in or obtained Confidential Information about; or

(iii) perform any activities for or relating to a Competitive Business, the performance of which is reasonably likely to involve the use or disclosure of, and/or reference to Confidential Information.

2. For a period of two years following the earlier of **(i)** the termination of Covenantor's business relationship with Franchisee or the Franchised Business (regardless of the reason for such termination), or **(ii)** the termination, expiration, non-renewal or transfer of Franchisee's interest in the Franchise Agreement (regardless of the reason for termination, expiration, non-renewal or transfer), Covenantor will not, without Franchisor's prior written consent or as permitted under valid franchise agreements for the Franchised Business solicit or attempt to solicit, using any form of oral, written, or electronic communications, Franchisor's or Franchisee's current or prospective business advertisers with whom Covenantor interacted for the purpose of soliciting, offering or accepting goods or services that are competitive with those offered by Franchisor.

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

4. Definitions.

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

(i) a 15-mile radius around the perimeter of the territory of any of Franchisor's franchisees; or

(ii) the territory of any other of Franchisor's franchisees; or

(iii) a 15-mile radius around the perimeter of the territory of the Franchised Business of which Covenantor is a part; or

(iv) the Franchised Business territory.

B. Competitive Business. The term "**Competitive Business**" includes the following divisible and severable business lines or services ("**Competitive Services**") which the Franchisee's Franchised Business of which Covenantor is a part provided at any time within the twelve-month period prior to the termination of the Covenantor's business relationship with the Franchised Business or the termination, expiration, non-renewal or transfer of the Franchisee's Franchise Agreement:

(i) selling digital and/or print advertising to businesses for publication in or related to publications that compete with N2 Publishing publications;

(ii) publishing and/or facilitating the publishing of publications that compete with N2 Publishing publications;

(iii) developing relationships among members of communities within the Territory and members of Industry Groups for the purpose of selling or marketing publications that compete with N2 Publishing publications;

(iv) offering or selling digital marketing services which are offered or sold by N2 Publishing or were offered and sold by Franchisee

C. Confidential Information. The term "**Confidential Information**" means information and know-how, oral or written, and documents relating to Franchisor, its affiliate, or the N2 Publishing business furnished by Franchisor, or representatives of Franchisor, to Covenantor. Franchisor's Confidential Information includes, without limitation, all trademarks, trade names, service marks, emblems, and indicia of origin used by Franchisor in connection with the operation of the N2 Publishing business, and all trade secrets or know-how, including, but not limited to, research, plans, products, services, customer lists, advertisers, business plans, marketing data, software, forms, processes, methods of operation, and other business information disclosed to Covenantor by Franchisor or its representatives. The term Confidential Information does not include information with Covenantor can establish (**a**) is or becomes generally available to the public other than as a result of disclosure by Franchisor, or (**b**) becomes available to Covenantor from a source other than Franchisor, Franchisee, or the representatives of Franchisor, provided that such source is not and was not bound by a non-disclosure or confidentiality agreement with Franchisor.

Miscellaneous

1. Covenantor agrees that:

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

b. Each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor will be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

c. In the event of a breach of this Agreement, Franchisor would be irreparably injured and without an adequate remedy at law and, therefore, upon any such breach or attempted breach of any provision hereof, Franchisor will be entitled, in addition to any other remedies which it may have at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required

to furnish a bond or other security. The time periods relating to the obligations described in this Agreement will be tolled during any period of noncompliance.

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

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

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

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

6. 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.

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

If directed to Franchisor, the notice will be addressed to: N2 Franchising, Inc.
5051 New Centre Drive Wilmington, North Carolina 28403 Attention: President

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

_____

_____

_____

Attention: _____
Facsimile: _____

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

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

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

FRANCHISOR:
N2 Franchising, Inc.

By:_____
Duane Hixon, CEO

Date:_____

COVENANTOR:

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

ATTACHMENT E

STATEMENT OF OWNERSHIP INTERESTS AND MANAGEMENT INFORMATION

1. The following is a list of all shareholders, partners, members, or other investors owning a direct or indirect interest in Franchisee and a description of the nature of their interest:

Name	Ownership Interest in Franchisee	Nature of Interest

2. The following is a list of all of Franchisee's Principals who are signing the Principals' Undertaking:

_____

_____

3. The following named Principal or Operations Manager is the person responsible for the day-to-day operations and management of the Franchised Business:

_____

ATTACHMENT F

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

DIRECT DEPOSIT ENROLLMENT

I hereby authorize N2 Franchising, Inc. ("Company") to initiate credit and, if necessary, debit entries, and adjustments for any credit entries in error to the account indicated below, at the depository financial institution (Bank Name) named below, and to credit or debit the same from such account. I acknowledge that this authorization will remain in effect until I cancel or supersede the account information in writing and that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authorization will remain in effect until Company has received advanced written notice of cancellation from me in such time and in such manner as to afford Company a reasonable opportunity to act on it, and in no event will not be less than 30 days.

Bank Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Account Number: _____ Routing Number: _____

Select one: ☐ Checking ☐ Savings

Name on Account (Entity or Individual): _____

_____

Signature Date Print Name

_____

Title if Signing for Entity

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STATE-SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated_____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 *et seq*., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq*. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

b. The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq*.).

c. The Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

d. The Agreement requires application of the laws of North Carolina. This provision may not be enforceable under California law.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF HAWAII

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated_____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1– 482E-12 applies, the terms of this Addendum apply:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on_____, 20__.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated_____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/1 *et seq* ("**Act**"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Paragraphs 705/19 and 705/20 of the Act provide rights to you concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. Any release of claims or acknowledgments of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation, or action that would violate the Act, or a rule or order under the Act, will be void and are hereby deleted with respect to claims under the Act.

c. In conformance with Section 4. of the Act, any provision in the Agreement that designates jurisdiction and venue in a forum outside of Illinois; except that arbitration may take place outside of Illinois.

d. If this Agreement requires that it be governed by a state's law, other than the state of Illinois, to the extent that such law conflicts with the Act (including judicial decisions interpreting the Act), Illinois law will govern.

2. Section 3.A. of the Agreement is hereby supplemented with the following:

Even though Franchisor has waived payment of the initial franchise fee, the Illinois Attorney General's Office has required Franchisor to defer Franchisee's obligation to pay the initial franchise fee until Franchisor has performed its pre-opening obligations and Franchisee begins operating the Franchised Business. Notwithstanding the foregoing, Franchisor's waiver of the initial franchise fee remains in full force and effect.

3. Section 17., "Dispute Resolution," is hereby be amended by the addition of the following as the last sentence of the section:

However, in conformance with Section 41 of the 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.

4. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice

of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on_____, 20__.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc. a Delaware corporation	_____
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated _____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. § 14-201 *et seq*. (2015 Repl. Vol.) ("**Law**"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The general release required as a condition of renewal, sale, assignment/transfer, refund of the initial fee, and/or a reduction in the size of the Territory will not apply to any liability under the Law.

b. Any acknowledgments or representations of Franchisee made in the Agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Law are not intended to, nor will they, act as a release, estoppel, or waiver of any liability incurred under the Law.

c. A Franchisee may bring a lawsuit in Maryland for claims arising under the Law.

d. The limitation on the period of time when mediation and/or arbitration claims must be brought will not act to reduce the three-year statute of limitations afforded Franchisee for bringing a claim arising under the Law. Any claims arising under the Law must be brought within three years after the grant of the franchise.

2. Section 3.A. of the Agreement is hereby supplemented with the following:

Even though Franchisor has waived payment of the initial franchise fee, the Maryland Securities Division has required Franchisor to defer Franchisee's obligation to pay the initial franchise fee until Franchisor has performed its pre-opening obligations and Franchisee begins operating the Franchised Business. Notwithstanding the foregoing, Franchisor's waiver of the initial franchise fee remains in full force and effect.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee, on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, 20____.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc.	_____
a Delaware corporation	
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____

AMENDMENT TO N2 FRANCHISING, INC.
FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated_____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with the Minnesota Franchise Act, Minn. Stat. Section 80C.01 *et seq*., and the rules and regulations promulgated thereunder (collectively, "**Franchise Act**"). To the extent that the Agreement/and or franchise disclosure document contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees' against liability to third parties resulting from claims by third parties that the franchisees' use of the franchisor's proprietary marks infringes trademark rights of the third party.

b. Minn. Stat. Sec. 80C.14, Subds. 3, 4., and 5 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement will be superseded by the Act's requirements and will have no force or effect.

c. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation, or action that would violate the Franchise Act, such release will exclude claims arising under the Franchise Act, and such acknowledgments will be void with respect to claims under the Franchise Act.

d. If the Agreement requires that it be governed by the law of a state other than the state of Minnesota or arbitration or mediation, those provisions will not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

e. Any provision that requires Franchisee to consent to a claims period that differs from the applicable statute of limitations period under Minn. Stat § 80C.17, Subd. 5. may not be enforceable under Minnesota law.

2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise disclosure document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including your rights to any procedure, forum, or remedies provided for in such statute.

3. The Agreement/and or franchise disclosure document is hereby amended to delete all references to liquidated damages (as defined) in violation of Minnesota law; provided, that no such deletion will excuse Franchisee from liability for actual or other damages, and the formula for liquidated damages in the Agreement/and or franchise disclosure document will be admissible as evidence of actual damages.

4. To the extent required by Minnesota law, the Agreement/and or franchise disclosure document is amended to delete all references to a waiver of jury trial.

5. All sections of the Agreement/and or franchise disclosure document referencing Franchisor's right to obtain injunctive relief are hereby amended to refer to Franchisor's right to seek to obtain injunctive relief.

6. Each provision of this Agreement will be effective only to the extent that the jurisdictional requirements of the Franchise Act or other Minnesota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____, 20____.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc. a Delaware corporation	_____
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF NEW YORK

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated _____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation, or action that would violate the General Business Law, regulation, rule, or order under New York law, such release will exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments will be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. If the Agreement requires that it be governed by the law of a state, other than the state of New York, the choice of law provision will not be considered to waive any rights conferred upon Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____, 20_____.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc. a Delaware corporation	_____
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated_____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota Law:

(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement;

(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

(c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;

(d) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;

(e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;

(f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

Any and all provisions in the Franchise Agreement that are in violation of Section 1.(a-f) above are hereby deleted.

2. The following is hereby added to Section 3.A. of the Franchise Agreement:

The North Dakota Securities Department has required that Franchisor defer Franchisee's obligation to pay initial fees under the Agreement until Franchisee's has commenced operating its Franchised Business and Franchisor has met its initial obligations. Therefore, notwithstanding anything to the contrary in Section 3.A. of the Agreement, during the period that such fee deferral requirement is imposed on Franchisor ("**Fee Deferral Period**"), Franchisee will not be required to pay the initial fees under the Franchise Agreement until Franchisee's begins operating its Franchised Business and Franchisor has met its initial obligations. Immediately upon notice from Franchisor that the Fee Deferral Period has ended, Franchisee must pay the full, initial franchise fee and all other initial fees and amounts as provided in the Franchise Agreement.

3. The following is hereby added to Section 7. of the Franchise Agreement:

North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

4. In Section 14.A., "North Carolina" is hereby replaced with "North Dakota."

5. The following is hereby added to Section 14. of the Franchise Agreement.

The site of any mediation or arbitration of the parties' disputes will be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation will be in Fargo, North Dakota.

6. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will prevail.

7. Each provision of this Amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of North Dakota Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____, 20___.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF RHODE ISLAND

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated_____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. The following are hereby added to Section C.(1). of the Agreement:

Rhode Island Law provides that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Law.

2. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will prevail.

3. Each provision of this Amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of Rhode Island Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____, 20____.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF SOUTH DAKOTA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated _____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. Section 3.A. of the Agreement is hereby supplemented with the following:

Even though Franchisor has waived payment of the initial franchise fee, the South Dakota Department of Labor Relations Division of Securities has required Franchisor to defer Franchisee's obligation to pay the initial franchise fee until such time as the Franchised Business is operational. Notwithstanding the foregoing, Franchisor's waiver of the initial franchise fee remains in full force and effect.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of South Dakota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____, 20___.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc. a Delaware corporation	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF VIRGINIA

The N2 Franchising, Inc. Franchise Agreement between _____ ("**Franchisee**," "**you**," or "**your**") and N2 Franchising, Inc. ("**Franchisor**") dated_____, 20___ ("**Agreement**"), is hereby amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

1. Section 3.A. of the Agreement is hereby supplemented with the following:

Even though Franchisor has waived payment of the initial franchise fee, the Virginia State Corporation Commission's Division of Securities and Retail Franchising has required Franchisor to defer Franchisee's obligation to pay the initial franchise fee and other initial payments until Franchisor has performed its pre-opening obligations under the franchise agreement. Notwithstanding the foregoing, Franchisor's waiver of the initial franchise fee remains in full force and effect.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Virginia law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____, 20___.

FRANCHISOR:
N2 Franchising, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

AMENDMENT TO N2 FRANCHISING, INC. FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____ _____

FRANCHISOR FRANCHISEE

EXHIBIT C

LIST OF FRANCHISED
OUTLETS AS OF JUNE 30, 2021

NEIGHBORHOOD PUBLICATIONS

Name	Address	City	State	Zip	Phone
Lindsay Rose Woods	433 Hillwood Dr.	Birmingham	AL	35209	205-901-2324
Paul Herschel Hancock	63 Summerfield Ct.	Deatsville	AL	36022	334-398-4530
Paul Herschel Hancock	63 Summerfield Ct.	Deatsville	AL	36022	334-398-4530
Paul Herschel Hancock	63 Summerfield Ct.	Deatsville	AL	36022	334-398-4530
Daniel Mark Stephens	107 Collington Place	Madison	AL	35758	256-508-5012
Geraldine Veronica Leffler (Yvonne)	114 Mill Park Lane	Madison	AL	35758	636-578-6662
Chuck Austin Glasscock Sr.	8743 Twelve Oaks Ln.	Montgomery	AL	36116	334-868-5885
Pamela Jill Rogers (Jill Jones)	7506 Peach Blossom Ave.	Benton	AR	72019	501-779-1516
Amy Ewart	2101 SW Wildwood Ave	Bentonville	AR	72713	479-841-7399
Amiee Lanning Mills	712 Arnold Drive	Carlisle	AR	72024	501-765-3327
Amiee Lanning Mills	712 Arnold Drive	Carlisle	AR	72024	501-765-3327
Natalie Rebecca Ennis	980 Rio Grande	Conway	AR	72034	501-733-5428
Charles Michael Lauller	12937 Randolph Road	Fayetteville	AR	72704	512-788-2423
Timothy Harold Metcalf	270 Lake Hamilton Dr Unit B10	Hot Springs National Park	AR	71913	501-860-0032
Karen Michelle Ryall	483 Ridgeway Drive	Little Rock	AR	72205	501-944-2838
Christina Marie Snell (Chrissy)	8605 S 218th Ave	Buckeye	AZ	85326	480-255-8958
Kimberly Trotta-Holmes	5165 E. Hickory Dr.	Flagstaff	AZ	86004	561-707-0515
Susan C. Goulet	23661 N Desert Drive	Florence	AZ	85132	207-749-3444
Richard Dominic Jewett (Rick)	6427 South Blake Ct.	Gilbert	AZ	85298	480-862-0288
Matthew Martellotto Dallas	1201 N Jamaica Way	Gilbert	AZ	85234	480-442-6505
Matthew Martellotto Dallas	1201 N Jamaica Way	Gilbert	AZ	85234	480-442-6505
Frank Miranda Montano	11509 N Moon Ranch Place	Marana	AZ	85658	520-343-4106
Heather Harrison Heimsoth	3834 N Desert Oasis Circle	Mesa	AZ	85207	206-992-2500
Sarah M. Ikard	15425 N. Tatum Blvd #153	Phoenix	AZ	85032	602-370-6009
Julie Ellen Udall	2636 W Desert Hills Estate Dr	Phoenix	AZ	85086	480-254-7216
Stephen Vincent Petruzzella	15636 S. 16th St.	Phoenix	AZ	85050	602-315-7888
Stephen Vincent Petruzzella	15636 S. 16th St.	Phoenix	AZ	85050	602-315-7888
Mandy Holmes	3016 E. Herrera Dr.	Phoenix	AZ	85050	602-326-1317

Name	Address	City	State	Zip	Phone
Phillip Eugene Johnson	10210 E White Feather Ln	Scottsdale	AZ	85262	818-584-9817
Britt Weston Bennett	39415 North Tom Morris Road	Scottsdale	AZ	85262	602-448-0090
Britt Weston Bennett	39415 North Tom Morris Road	Scottsdale	AZ	85262	602-448-0090
Christine A. Libbey	18218 N. Alyssum Dr.	Sun City West	AZ	85375	214-288-5908
Robert D. Chasan II (Bob)	9977 E Rocky Vista Dr.	Tucson	AZ	85748	520-266-1877
Ryan Tyson Green	2123 C Street	Bakersfield	CA	93301	661-900-6249
Ryan Tyson Green	2123 C Street	Bakersfield	CA	93301	661-900-6249
David Richard Perkins	8510 Seven Hills Drive	Bakersfield	CA	93312	661-432-1223
Jennifer Lynn Thurman	3328 Parks Lane	Carmichael	CA	95608	530-321-2090
Laurie Beth Horn	3 Cambria Dr.	Corona del Mar	CA	92625	949-706-2822
Alicia Iezzi Scrimger	48 Creek View Rd	Coto de Caza	CA	92679	310-849-9422
Wesley Goddard (Wes)	1754 Gascony Rd	Encinitas	CA	92024	760-822-8826
Gretchen Rachele Thomas	371 Water View Way	Folsom	CA	95630	916-955-9125
Gina Meyers	1238 East Chapmpain Dr. Suite 202	Fresno	CA	93720	559-449-1970
Tamara Schmitt	9060 Los Lagos Circle South	Granite Bay	CA	95746	916-259-1636
Eric M. Wiley	12304 Erwin St	Hollywood	CA	91606	818-635-0040
Ted Richard Jones	2119 7th St	Hughson	CA	95326	209-222-8029
Kenneth Dugald Kearney[1]	P.O.Box 1299	Mendocino	CA	95460	775-313-5448
Kenneth Dugald Kearney[2]	P.O.Box 1299	Mendocino	CA	95460	775-313-5448
Robert Bruce Gallagher	3419 Via Lido #397	Newport Beach	CA	92663	714-267-9549
Robert Bruce Gallagher	3419 Via Lido #397	Newport Beach	CA	92663	714-267-9549
Robert Bruce Gallagher	3419 Via Lido #397	Newport Beach	CA	92663	714-267-9549
Christine Anne Gallagher	3419 Via Lido #397	Newport Beach	CA	92663	949-521-3401
Scott Dormaier	4637 E Golden Eagle Ave	Orange	CA	92869	949-244-2213
Cynthia Schmidt Feinberg	1350 Arroyico Lane	Santa Barbara	CA	93108	805-698-2156
Randall Eric Stager	21151 S. Western Ave., Ste. 159	Torrance	CA	90501	310-245-4803
Randall Eric Stager	21151 S. Western Ave., Ste. 159	Torrance	CA	90501	310-245-4803
Randall Eric Stager	21151 S. Western Ave., Ste. 159	Torrance	CA	90501	310-245-4803
Barrie Eget	23945 Windward Lane	Valencia	CA	91355	818-535-5444

[1] This franchisee operates a Nevada publication.
[2] This franchisee operates a Nevada publication.

Name	Address	City	State	Zip	Phone
Lori Abney Fox	1953 Harmony Way	Vista	CA	92081	760-978-5074
Cindy Latvala-Zerlin	PO Box 4824	Westlake Village	CA	91359	310-849-7670
Elaine Robertson	301 E Boardwalk Dr # 271952	Fort Collins	CO	80527	970-924-0530
Benjamin Robert Smith (Ben)	118 Linden Circle	Carbondale	CO	81623	210-305-9166
Krista Palmer	3571 Evening Place	Castle Rock	CO	80109	585-415-3992
Katherine Elizabeth Haughey	1038 E. 4th Avenue	Denver	CO	80218	303-819-3265
Adam Kyle Brous	2616 South Leyden St	Denver	CO	80222	908-358-2324
Adam Kyle Brous	2616 South Leyden St	Denver	CO	80222	908-358-2324
Tim Crispin Harvey Grace	29804 Paint Brush Drive	Evergreen	CO	80439	305-926-5894
Tim Crispin Harvey Grace	29804 Paint Brush Drive	Evergreen	CO	80439	305-926-5894
Kevin James Ryan	6811 E Powers Ave	Greenwood Village	CO	80111	720-810-6984
Kevin James Ryan	6811 E Powers Ave	Greenwood Village	CO	80111	720-810-6984
Jaime Elizabeth Van Bogaert	1887 Pioneer Circle	Lafayette	CO	80026	818-983-8125
Stephne Hanscom	471 Blue Lake Trail	Lafayette	CO	80026	303-912-6771
Karen Grannan Ryan	11244 W Asbury Ave.	Lakewood	CO	80227	720-951-0991
Karen Grannan Ryan	11244 W Asbury Ave.	Lakewood	CO	80227	720-951-0991
Audrey Claire Ford	2881 West Long Circle, Unit F	Littleton	CO	80120	720-693-4111
Daniel Owen Strine (Dan)	1590 W. Dry Creek Rd.	Littleton	CO	80120	720-878-3340
David Phillip Roentz	9670 Halstead Lane	Lone Tree	CO	80124	720-434-1565
Monica Yates	4185 Rocky Ford Dr	Loveland	CO	80538	970-690-6128
Anna Cheryl Morin	5904 Lasso Place	Parker	CO	80134	317-443-7999
John Thomas Mendez	1665 S Pitkin Ave.	Superior	CO	80027	303-596-1685
Angelique Hauser Sampson	3080 Laminar Drive	Timnath	CO	80547	970-219-7506
Holly Warren Proctor	2014 West Gore Creek Drive #11	Vail	CO	81657	303-859-3369
Kevin Fitzgerald Hayes	18 Brookfield Drive	Ellington	CT	06029	860-614-5866
David E. Williams (Dave)	1 Prospect Ct	Glastonbury	CT	06033	860-874-3293
Brandon Richard Sabbag[3]	231 Thames St.	New London	CT	6320	860-984-0235

[3] This franchisee operates a Rhode Island publication.

Name	Address	City	State	Zip	Phone
Catherine Austermann (Cathy Breen)	6 Jangling Plain Rd	Newtown	CT	06470	203-994-4640
Jill Pollack Lewis	36 Lostbrook Rd.	West Hartford	CT	06117	323-573-5677
Jill Pollack Lewis	36 Lostbrook Rd.	West Hartford	CT	06117	323-573-5677
Sarah Wightman Taylor	3700 Massachusetss Avenue NW #303	Washington	D.C.	20016	240-204-4336
Ashley Lee Morris	1880 Columbia Rd NW, Unit 104	Washington	D.C.	20009	757-630-3034
Rita Mary McWilliams[4]	5114 Warren Pl NW	Washington	D.C.	20016	703-587-1324
Jennifer Lynne Masiak Yanczak	16192 Coastal Highway	Lewes	DE	19958	302-757-1779
Andrew Philip Lydon	6412 Triton Lane	Apollo Beach	FL	33572	609-513-9946
Andrew Philip Lydon	6412 Triton Lane	Apollo Beach	FL	33572	609-513-9946
Andrew Philip Lydon	6412 Triton Lane	Apollo Beach	FL	33572	609-513-9946
Robert A. Selt	2871 N. Ocean Ave, Unit C-309	Boca Raton	FL	33431	954-498-6765
Dylan Hunter Lang	333 E Palmetto Park Road, Apt 918	Boca Raton	FL	33432	516-945-7800
Dylan Hunter Lang	333 E Palmetto Park Road, Apt 918	Boca Raton	FL	33432	516-945-7800
Trevor Douglas Reed	28140 Meadowlark Lane	Bonita Springs	FL	34134	239-595-0900
Gino Centofanti	8511 Breezy Oak Way	Boynton Beach	FL	33473	954-558-4952
Katharine Anne Treick (Kate)	1318 Soaring Blvd	Cantonment	FL	32533	850-982-0786
Lindsey Ann Germann	2363 Podocarpus Way	Clearwater	FL	33759	727-339-8916
Clinton Emory Jones	690 Island Way #806	Clearwater Beach	FL	33767	813-463-6012
Jennifer Marie Atkinson	3027 Anquilla Ave	Clermont	FL	34711	321-297-6872
Jillian Jacobson	299 CoCo Plum Rd	Coral Gables	FL	33413	305-582-3267
Edith Louise Dalke (Edee)	2539 S Peninsula Dr	Daytona Beach	FL	32118	386-212-2721
Kaylie Oppedisano	433 Woodford Dr	Debary	FL	32713	407-687-3224
Kaylie Oppedisano	433 Woodford Dr	Debary	FL	32713	407-687-3224
Phillip John Madden (Phil)	4561 Sailmaker Ln	Destin	FL	32541	850-714-3099
Bryan Matthew Berman	10220 Olivewood Way Unit 44	Estero	FL	33928	239-785-0285
Angela Dawn Wall	940261 Old Nassauville Rd	Fernandina Beach	FL	32034	904-553-9737
Diane Marie Arends	14040 Eagle Ridge Lakes Drive #202	Fort Myers	FL	33912	239-247-3111

[4] This franchisee operates a Maryland publication.

Name	Address	City	State	Zip	Phone
Shannon Marie Silva	667 Lakeworth Circle	Heathrow	FL	32746	407-923-4715
Veronica Salas	4217 Jefferson St	Hollywood	FL	33021	954-383-1234
Tamara Lynn Slattery	3701 Danforth Dr. West Apt. 1518	Jacksonville	FL	32224	904-626-4822
Philip M. Roseman	6191 Riverwalk Lane, Unit 4	Jupiter	FL	33458	646-789-5750
Joseph Anthony Silva	667 Lakeworth Circle	Lake Mary	FL	32746	321-262-9217
Andrew Schaefer	15 N Ocean Breeze, Apt.#3	Lake Worth	FL	33460	323-919-3174
Bianca Lynn McKinney	6903 Marlyn Drive	Lakeland	FL	33809	863-698-4668
Debra B. Pappas (Devin)	204 Live Oak Lane	Largo	FL	33770	727-657-9615
Charlotte M. Southmayd (Chary)	2191 Georgianna Street	Largo	FL	33774	727-463-0813
Richard A. Phoebus	251 High Castle Lane	Longwood	FL	32779	407-821-4766
Andrea Lauren Aldridge Knight	304 Lake Ave Apt 123	Maitland	FL	32751	615-218-1053
Wendy Handy	3223 Balboa Place	Melbourne	FL	32940	321-308-2295
Cynthia Lazara Cintron	1270 N Wickham Rd Ste 16-302	Melbourne	FL	32935	321-604-0595
Diego Lopez	170 SE 14th St. Apt 2307	Miami	FL	33131	201-446-7740
Christine Perrin-Stocco	179 North Shore Drive 179-4	Miami Beach	FL	33141	305-495-6420
Christine Perrin-Stocco	179 North Shore Drive 179-4	Miami Beach	FL	33141	305-495-6420
Mario Angelo Stocco	179 North Shore Drive 179-4	Miami Beach	FL	33141	305-206-6231
Chapman G. Rider III	6807 Trammel Dr.	Milton	FL	32570	850-376-3359
Hilary H. Butler	143 Overlook Drive	Miramar Beach	FL	32550	615-476-2971
Gina Russen	4030 Stow Way	Naples	FL	34116	239-595-4462
Tahir Carrington (TC)	4001 Dale Ave	Naples	FL	34112	646-899-7548
Douglas Bernard Haughey	1155 12th St N	Naples	FL	34102	239-961-1561
Jean-Marc Philipe Daniel Katzeff	3942 Recreation Lane	Naples	FL	34116	239-293-1122
Julie Ann Goering	8711 Lake Calm Lane	Odessa	FL	33556	813-766-6027
Casey Jerome Fox	16712 Kodi Ln	Odessa	FL	33556	813-597-1318
Julie Ann Goering	8711 Lake Calm Lane	Odessa	FL	33556	813-766-6027
Thomas Patrick Rykalsky (Tom)	321 Dillon Ct	Orange Park	FL	32073	904-417-3728
Lisa Ridlehoover	10200 S. Gardens Dr Apt. 301	Palm Beach	FL	33418	561-223-5194
Todd Keith Braun	1174 SW Elm Grove Court	Palm City	FL	34990	609-617-8300
Gina A. Campanella	3111 S. Canal Dr.	Palm Harbor	FL	34684	727-420-3139

Name	Address	City	State	Zip	Phone
Marta Lizbeth Rose	3405 Trimingham Lane	Panama City Beach	FL	32408	850-814-3822
John Thomas Downer	259 NW 97th Ave	Plantation	FL	33324	954-610-6768
Corey Flynn	40 Riker Ave.	Santa Rosa Beach	FL	32459	860-248-9760
Kathryn Lawrence Howell	633 Chevy Chase Dr.	Sarasota	FL	34243	941-993-5965
Sarah Lancaster Massey	3514 Pine Valley Drive	Sarasota	FL	34239	941-374-2525
Sarah Lancaster Massey	3514 Pine Valley Drive	Sarasota	FL	34239	941-374-2525
Shelley Fauerbach	540 Sebastian Square	St. Augustine	FL	32095	973-362-5520
David Lightfoot Permenter	945 Registry Blvd Unit 301	St. Augustine	FL	32092	904-808-5301
Tracy McKay Hutton	4085 42nd Ave South	St. Petersburg	FL	33711	319-693-9600
Lindsey Ann Germann	500 Trinity Ln Apt 8203	St. Petersburg	FL	33716	727-339-8916
Brenda Lynn Slavich	5813 51st St. S	St. Petersburg	FL	33715	727- 422-9328
Tracy McKay Hutton	4085 42nd Ave South	St. Petersburg	FL	33711	319-693-9600
Patricia Sandra Wertepny	18105 Sweet Jasmine Drive	Tampa	FL	33647	813-955-7599
Melissa Anne Parkhurst	5431 Twin Creeks Drive	Valrico	FL	33596	484-769-6298
Melissa Anne Parkhurst	5431 Twin Creeks Drive	Valrico	FL	33596	484-769-6298
Rachel Elizabeth Cox	12452 Davie Ct	Venice	FL	34293	240-382-7395
Karen Dockser Walter	10668 Grande Blvd	West Palm Beach	FL	33412	301-526-9901
Douglas J. Miller (Doug)	14625 Glade Hill Park Way	Winter Garden	FL	34787	407-451-0491
Tina Iva Coffin	324 Ruby Lake Lane	Winter Haven	FL	33884	863-514-7517
Lewis Edward Jones (Ted)	110 Woodlake Dr. Unit #11	Athens	GA	30606	706-410-5598
Leigh Ann Paugh	5707 Mountain Oak Drive	Braselton	GA	30517	205-381-6659
Leigh Ann Paugh	5707 Mountain Oak Drive	Braselton	GA	30517	205-381-6659
Cynthia Davis Carns	4062 Peachtree Rd NE, Unit A-325	Brookhaven	GA	30319	404-550-1881
Karolyn Song Yanda Hawley	4435 Brampton Way	Cumming	GA	30041	470-505-3013
Brian Alan McClellan	1000 Lilac Arbor Rd.	Dacula	GA	30019	404-937-0255
Rajeanna Jarrett	1130 Court Dr., Apt. P	Duluth	GA	30096	901-871-4960
Thomas William Hanscom	1290 Planters Trail	Greensboro	GA	30642	770-331-4498
Thomas William Hanscom	1290 Planters Trail	Greensboro	GA	30642	770-331-4498
Shaun Kory Roberts	9017 Salem Church Rd	Hahira	GA	31632	229-300-2286

Name	Address	City	State	Zip	Phone
Christopher M. Murman (Chris)	4434 Old Club Rd	Macon	GA	31210	478-320-7010
Robyn Phillips	116 Tapestry Trace	Peachtree City	GA	30269	678-457-4145
Thomas J. Griffin (Tom)	117 Fen Way	Peachtree City	GA	30269	770-597-2654
Thomas John Griffin (Tom)	117 Fen Way	Peachtree City	GA	30269	770-597-2654
Martin Montgomery Huggins Jr.	412 Mt. Vernon Trace	Peachtree City	GA	30269	678-697-5647
Martin Montgomery Huggins Jr.	412 Mt. Vernon Trace	Peachtree City	GA	30269	678-697-5647
Jeannine Marie Johnson	82 Wysteria Drive	Richmond Hill	GA	31324	508-612-7985
Krista Marie Cutcliff (Krista O'Neal)	1295 Valley Ct	Roswell	GA	30075	770-757-2586
Justin Blake Adams	10 Ivy Court	Senoia	GA	30276	678-877-5065
Herschel McKenzie Wynn	1114 Green Street	Warner Robins	GA	31093	404-790-0773
Sherry Lee Mongesku	4704 Wills Pl	Woodstock	GA	30188	480-580-4110
Wendell Yoshio Nishiki	95-1066 Keni St.	Mililani	HI	96789	808-561-4394
Shubhangi Garg	3381 Crow Lake Drive	Bettendorf	IA	52722	917-459-0456
Steven James Hirner	2460 Westchester Ct	Aurora	IL	60506	630-209-0884
Steven James Hirner	2460 Westchester Ct	Aurora	IL	60506	630-209-0884
Jerry Porebski	117 S. Cook St #112	Barrington	IL	60010	847-345-6611
Jerry Porebski	117 S. Cook St #112	Barrington	IL	60010	847-345-6611
Natalie Claire Jostes	1107 Jefferson Dr.	Bolingbrook	IL	60490	630-673-7616
Terence Nugent (Terry)	633 W. Belden Ave	Chicago	IL	60614	708-334-8414
Jorie Jackson Schaeffer	91 Open Parkway South	Hawthorn Woods	IL	60047	847-757-2995
Jorie Jackson Schaeffer	91 Open Parkway South	Hawthorn Woods	IL	60047	847-757-2995
Zachary Tom Zentner	395 Hampshire Ln	Lakewood	IL	60014	815-575-6797
Allison Aguren Cooke	1117 Briergate Dr	Naperville	IL	60563	636-744-6377
Joann Lauzon-Heniff	1990 Stanford Drive	Naperville	IL	60565	708-642-6255
Dolores R. Caravette McCarthy (Dolly)	101 North Delphia Ave	Park Ridge	IL	60068	630-272-7582
Cheryl Ann Schlumpf	2222 S Daycor Divide	Peoria	IL	61607-1510	309-253-4686
Amy Lee Conant	24932 W. Lake Forrest Lane	Shorewood	IL	60404	815-579-1205
Candice Dawn Ellensohn	4N346 Samuel Clemens Course	St Charles	IL	60175	847-650-0261

Name	Address	City	State	Zip	Phone
Zachary Tom Zentner	395 Hampshire Ln	Village of Lakewood	IL	60014	815-575-6797
Zachary Tom Zentner	395 Hampshire Ln	Village of Lakewood	IL	60014	815-575-6797
Zachary Tom Zentner	395 Hampshire Ln	Village of Lakewood	IL	60014	815-575-6797
Allison Jean Kile	1321 Avery Ave.	Wheaton	IL	60187	312-952-8963
Paul Jared Price (Jared)	1805 Sheffield Ct.	Anderson	IN	46011	317-213-0480
Paul Jared Price (Jared)	1805 Sheffield Ct.	Anderson	IN	46011	317-213-0480
Brenton Craig Croxton	12755 Kiawah Drive	Carmel	IN	46033	317-590-8528
Brenton Craig Croxton	12755 Kiawah Drive	Carmel	IN	46033	317-590-8528
Heidi Lin Platusic	14056 Honey Tree Drive	Carmel	IN	46032	317-714-4361
Lisa A. Crehan-Jegen	1605 Sand Creek Drive	Chesterton	IN	46304	312-805-0204
James Nicki McGowan	10891 Mossy Rock Drive	Fishers	IN	46038	317-345-7978
James Nicki McGowan	10891 Mossy Rock Drive	Fishers	IN	46038	317-345-7978
James Nicki McGowan	10891 Mossy Rock Drive	Fishers	IN	46038	317-345-7978
James Nicki McGowan	10891 Mossy Rock Drive	Fishers	IN	46038	317-345-7978
Deena Jean Nystrom	2000 Dockside Drive	Greenwood	IN	46143	317-513-4981
Jamie Marie McCabe	8115 Walden Glen Ct.	Indianapolis	IN	46278	248-882-8448
Jamie Marie McCabe	8115 Walden Glen Ct.	Indianapolis	IN	46278	248-882-8448
Freda Elisabeth Kiel	806 South 29th St	Lafayette	IN	47904	507-226-4959
Margaret Gail Isaacson (Margee)	16935 Painter Road	Leo	IN	46765	260-443-9294
Stephen G. Puchalski (Steve)	1451 Joliet Rd., Rear Building	Valparaiso	IN	46385	219-743-5261
Kelli Marie Heppner	17211 State Ave	Basehor	KS	66086	913-626-4421
Kelli Marie Heppner	17211 State Ave	Basehor	KS	66086	913-626-4421
Tammi Elaine Joseph	8 N Hopper Court	Goddard	KS	67052	316-644-7703
Lindsay Lee Dandoy	8301 Overbrook Rd.	Leawood	KS	66206	913-558-5873
Lindsay Lee Dandoy	8301 Overbrook Rd.	Leawood	KS	66206	913-558-5873
Elizabeth Marie Ferrigno (Liz)	5701 W 148th Place	Overland Park	KS	66233	913-242-5766
Emily Ebert[5]	14500 Outlook Street	Overland Park	KS	66223	913-219-1514

[5] This franchisee operates a Missouri publication.

Name	Address	City	State	Zip	Phone
Raegan Kaye Sowders	2627 N. Ridgewood Dr.	Wichita	KS	67220	620-560-4021
Linda Kay Gardner	1183 Stoneman Lane	Independence	KY	41051	859-250-3548
Marlena Docter	803 Deercross Ct	Louisville	KY	40245	502-303-2662
Maria Elena Mears	9524 Horsemint Lane	Prospect	KY	40059	502-472-9673
Tammy Lynn Moloy	2901 Belknap Beach Dr.	Prospect	KY	40059	502-889-6458
Mary Catherine Redding	14437 Cottingham Ct.	Baton Rouge	LA	70817	225-603-4700
Mary Catherine Redding	14437 Cottingham Ct.	Baton Rouge	LA	70817	225-603-4700
Mary Catherine Redding	14437 Cottingham Ct.	Baton Rouge	LA	70817	225-603-4700
Melisse Lynn Campbell	2240 Eliza Beaumont Ln.	Baton Rouge	LA	70808	225-931-7851
Melisse Lynn Campbell	2240 Eliza Beaumont Ln.	Baton Rouge	LA	70808	225-931-7851
Mary Catherine Redding	14437 Cottingham Ct.	Baton Rouge	LA	70817	225-603-4700
Gayle D. Centanni	70380 Highway 21, #2-267	Covington	LA	70433	985-272-8770
Jamie Lynn Taylor	22787 Cabo Ln.	Denham Springs	LA	70726	225-954-6996
Donna Webber Arnold	22454 Achord Rd	Denham Springs	LA	70726	225-363-0970
Mark Lawrence Barras	107 E Bayou Shore St	Lafayette	LA	70508	337-277-9115
Mark Lawrence Barras	107 E Bayou Shore St	Lafayette	LA	70508	337-277-9114
Daniel Wainwright	4402 Kent Dr.	Lake Charles	LA	70605	337-496-7089
Thomas Michael Theriot	1051 Cypress Creek Loop	Saint Martinville	LA	70582	337-335-8865
Thomas Michael Theriot	1051 Cypress Creek Loop	Saint Martinville	LA	70582	337-335-8865
Danielle Kathleen Reans	327 Yolanda Lane	Shreveport	LA	71105	318-465-7773
Danielle Marie Harbour	48 Logans Run	Atteboro	MA	2703	781-752-9802
Melissa Schorr	27 Cedar St	Cohasset	MA	02025	781-923-1548
Katriena Pless Devlin	683 Franklin St	Duxbury	MA	02332	203-273-5976
Lucille Day Scott (Luci)	6 Hidden Acres Dr	Duxbury	MA	02332	415-298-0104
Elizabeth R. Andrew (Libby)	12 Elm St	Duxbury	MA	02332	617-308-7715
Mary Alice Harrington	72 Union St	Rockland	MA	02370	617-974-0005
Annette Gertrud McGloin	62 Freeman St #2	Somerville	MA	2474	617-669-9436
Shirly Ellison	3 Roy Street	Westborough	MA	01581	508-571-8571
Mark William Walter	54 Beechnut Road	Westwood	MA	2090	781-414-0437
David Youmans Grabau	221 Bowen Court	Annapolis	MD	21401	301-257-3280

Name	Address	City	State	Zip	Phone
David Youmans Grabau	221 Bowen Court	Annapolis	MD	21401	301-257-3280
David Youmans Grabau	221 Bowen Court	Annapolis	MD	21401	301-257-3280
Robert Owen Clarke	4900 Bucks School House Rd	Baltimore	MD	21237	443-552-9919
Leslie S. Bowyer	6103 Buckingham Manor Dr	Baltimore	MD	21210	410-790-7042
Patricia O. Doran[6]	4936 Sentinel Dr #301	Bethesda	MD	20816	301-704-2490
Patricia O. Doran	4936 Sentinel Dr #301	Bethesda	MD	20816	301-704-2490
James Edward Harvey	1908 Harcourt Avenue	Crofton	MD	21114	443-254-4101
Jonathan Eric Godwin (Jon)	1404 Nestlewood Court	Crofton	MD	21114	240-753-3654
Mark Carter Goodrich	4999 Threshfield Ct.	Ellicott City	MD	21043	443-695-5878
Caressa Lyn Flannery	1194 Players Circle	Frederick	MD	21701	301-606-8935
Melissa Slizewski Shifflett	5926 Gambrill Circle	White Marsh	MD	21162	443-963-9078
Crystal Ann Klimavicz	16 Turnberry Dr.	Cumberland	ME	04021	207-415-4661
Brian Arthur Norris	451 South Road	Holden	ME	4429	207-852-3337
Kathlene Edna Clarke	208 Richmond Rd.	Litchfield	ME	04350	207-907-6978
Tracey L. Franciose	394 A Main St	South Berwick	ME	03908	603-817-9374
Janalee A. Grainer	6682 Weston Ct.	Clarkston	MI	48348	248-459-1713
Alexis June Hylarides	15051 Decker Ct Apt 103	Grand Haven	MI	49417	616-212-0414
Edward Allyn Volovlek	1355 Lenox Rd SE	Grand Rapids	MI	49506	616-502-1089
Edward Allyn Volovlek	1355 Lenox Rd SE	Grand Rapids	MI	49506	616-502-1089
Edward Allyn Volovlek	1355 Lenox Rd SE	Grand Rapids	MI	49506	616-502-1089
Jennifer Nicole Eifler (Jenni)	20696 Lancaster St	Harper Woods	MI	48225	248-820-1934
Jennifer Nicole Eifler (Jenni)	20696 Lancaster St	Harper Woods	MI	48225	248-820-1934
Chad Wesley Jeske	13970 Dublin Rd	Apple Valley	MN	55124	651-442-8466
Chad Wesley Jeske	13970 Dublin Rd	Apple Valley	MN	55124	651-442-8466
Chad Wesley Jeske	13970 Dublin Rd	Apple Valley	MN	55124	651-442-8466
Shawn Thomas Quarberg	159 Turnberry Trail	Big Lake	MN	55309	612-237-9959
Natasha Sirena Greiling	2844 Kenwood Isles Dr	Minneapolis	MN	55408	612-275-3408
Matthew Thomas Westlund	1109 Providence Lane	Sartell	MN	56377	320-761-2243
Matthew Thomas Westlund	1109 Providence Lane	Sartell	MN	56377	320-761-2243

[6] This franchisee operates a District of Columbia publication.

Name	Address	City	State	Zip	Phone
Matthew Thomas Westlund	1109 Providence Lane	Sartell	MN	56377	320-761-2243
Jason Dean Stern	6901 Lydia Lane	Woodbury	MN	55125	651-210-6576
Aaron Marc Golchert	3012 Smiley Rd	Bridgeton	MO	63044	314-596-6481
Aaron Marc Golchert	3012 Smiley Rd	Bridgeton	MO	63044	314-596-6481
William Michael Tuttle (Bill)	1615 Highland Valley Circle	Chesterfield	MO	63005	636-579-0698
Catherine B. Riley (Cathy)[7]	1403 NE Ivory Lane	Lee's Summit	MO	64086	816-560-3078
Jesse Nathaniel Miller	10121 River Hills Dr	Parkeville	MO	64152	816-868-6342
Corrina Eisenhart[8]	8121 Kentucky Ave	Raytown	MO	64138	417-763-0010
Tara Lynn Peterson	36 Misty Ridge Ct	St. Charles	MO	63304	314-954-8272
Kimberly R. Knerr (Kim)	602 Winding Creek Dr	Wentzville	MO	63385	636-734-7466
Suzanne Elizabeth Chafin	145 Cedar Woods Cove	Madison	MS	39110	601-988-4101
Margaret Taylor Cossar Morgan (Tay)	146 Herons Landing	Ridgeland	MS	39157	601-946-1026
Margaret Taylor Cossar Morgan (Tay)	146 Herons Landing	Ridgeland	MS	39157	601-946-1026
Margaret Taylor Cossar Morgan (Tay)	146 Herons Landing	Ridgeland	MS	39157	601-946-1026
Leslie Gray McCraw	161 Shallowbrook Drive	Advance	NC	27006	336-293-3845
Matthew Oliver Tuers	139 Dove Cottage Lane	Cary	NC	27519	828-337-9380
Christy Leigh Lawless	108 Pebble Springs Rd.	Chapel Hill	NC	27514	917-532-0786
Andrea Dawn Workman-Kroger	6322 Adobe Rd.	Charlotte	NC	28277	704-497-7087
Terry Lee Prince	2555 Stockbridge Dr Apt B	Charlotte	NC	28210	704-492-7206
Catherine Michelle Mozingo	4425 Mountain Cove Drive	Charlotte	NC	28216	704-560-0144
Catherine Michelle Mozingo	4425 Mountain Cove Drive	Charlotte	NC	28216	704-560-0144
Zane Ashley Odom	220 Pine Rd	Davidson	NC	28036	704-641-8288
Zane Ashley Odom	220 Pine Rd	Davidson	NC	28036	704-641-8288
Zane Ashley Odom	220 Pine Rd	Davidson	NC	28036	704-641-8288
Zane Ashley Odom	220 Pine Rd	Davidson	NC	28036	704-641-8288
Zane Ashley Odom	220 Pine Rd	Davidson	NC	28036	704-641-8288
Zane Ashley Odom	220 Pine Rd	Davidson	NC	28036	704-641-8288

[7] This franchisee operates a Kansas publication.
[8] This franchisee operates a Kansas publication.

Name	Address	City	State	Zip	Phone
Zane Ashley Odom	220 Pine Rd	Davidson	NC	28036	704-641-8288
Mary Bowman Aylin	5116 Greyfield Blvd	Durham	NC	27713	919-795-6347
Rachel Kovick Lyons	1010 Beyer Place	Durham	NC	27703	919-280-9566
Christine Eyster Roshto	1901 Rosevilla Ln	Greensboro	NC	27455	336-918-7200
Christine Eyster Roshto	1901 Rosevilla Ln	Greensboro	NC	27455	336-918-7200
Macy Butler Knoble	3721 Stormy Gale Pl.	Hayne	NC	28429	910-363-6919
Jessica Renee Ayala	215 Blue Ridge St.	Hendersonville	NC	28792	979-201-6129
Jessica Renee Ayala	215 Blue Ridge St.	Hendersonville	NC	28792	979-201-6129
Stephanie Wilson Hearn	901 Woodlawn Dr	Lexington	NC	27292	336-250-3044
Robyn Lynn Engle[9]	516 Ernst Point	Mt. Holly	NC	28120	410-370-5530
Anna Margaret Thompson	8102 Daltonshire Dr	Oak Ridge	NC	27310	336-740-4418
Kelly Dawn Hanlon	367 Prospect Point Dr.	Tryon	NC	28782	614-657-2788
Kelly Dawn Hanlon	367 Prospect Point Dr.	Tryon	NC	28782	614-657-2788
Steven Lewis West	4410 Purviance Ave.	Wilmington	NC	28409	910-352-4614
Steven Lewis West	4410 Purviance Ave.	Wilmington	NC	28409	910-352-4614
Erin C. Meyer-Cuno[10]	6211 Wrightsville Ave. Unit 133	Wilmington	NC	28403	704-222-0760
Jodie LaRae Frankl	510 Central Ave W	Velva	ND	58790	701-818-4110
Jodie LaRae Frankl	510 Central Ave W	Velva	ND	58790	701-818-4110
Jodie LaRae Frankl	510 Central Ave W	Velva	ND	58790	701-818-4110
Amy Kay Killham	730 W. Jennifer Drive	Lincoln	NE	68521	402-450-1959
Makayla Jameson	2805 Fletcher Ave., Apt. 23	Lincoln	NE	68504	402-480-5225
Kristin Sue Holmes	8211 S. 16 Street	Lincoln	NE	68512	402-617-6350
Randy B. Bamberger	4 Blevens Dr	Bow	NH	03304	603-493-9147
Randy B. Bamberger	4 Blevens Dr	Bow	NH	03304	603-493-9147
Christine Louise Carpenter	1391 Union Street	Manchester	NH	03104	603-867-0422
Dennis Jankowski	170 George Russell Way	Clifton	NJ	7013	201-446-6564
Ronald William Marsh	21 Maple Ln	Essex Falls	NJ	07021	917-842-9029
Aaron David Klein	940 Garrison Ave	Teaneck	NJ	07666	201-638-2218
Aaron David Klein	940 Garrison Ave	Teaneck	NJ	07666	201-638-2218

[9] This franchisee operates a Maryland publication.
[10] This franchisee operates a South Carolina publication.

Name	Address	City	State	Zip	Phone
Aaron David Klein	940 Garrison Ave	Teaneck	NJ	07666	201-638-2218
Jani Lynn Klatt	PO Box 247	Cedar Crest	NM	87008	505-280-3574
Tamera L. Ahner	221 North Main Street	Las Cruces	NM	88001	575-654-5622
Tamera L. Ahner	221 North Main Street	Las Cruces	NM	88001	575-654-5622
Tamera L. Ahner	221 North Main Street	Las Cruces	NM	88001	575-654-5622
Robert Steven Walraven[11]	2139 Stone Pine Dr.	Las Cruces	NM	88012	575-642-4744
Robert Steven Walraven[12]	2139 Stone Pine Dr.	Las Cruces	NM	88012	575-642-4744
Bryan Jay Tagas	9 Baya Road	Santa Fe	NM	87508	206-619-2924
William D. Kairis (Bill)	1830 N Buffalo Drive #1043	Las Vegas	NV	89134	702-336-1084
Laurie-Jo Pettyjohn	7630 S. Claridge Pointe Pkwy.	Reno	NV	89506	llip
Gary B. Evjen	1177 Dutch Hollow Trail	Reno	NV	89523	775-440-3793
Karen Anderson Evjen	1177 Dutch Hollow Trail	Reno	NV	89523	775-440-3791
Allison Robinson	4220 Christy Way	Reno	NV	89519	925-683-1520
Megan Coppersmith Szerwo	129 Forestview Dr	Buffalo	NY	14221	206-919-4502
Carolyn Kelly Walkin	27 Turkey Lane	Cold Spring Harbor	NY	11724	347-232-5537
Tammy Michelle Coyle	71 Bellecrest Ave	East Northport	NY	11731	631-833-1378
Stacy Ciaravella	1 Shady Lane	Irvington	NY	10533	917-613-8513
Patricia Ann Spodnik (Patti)	4 Willow Lane	Irvington	NY	10533	914-318-9308
David John Schaub	35 Robert Dr.	Lancaster	NY	14086	716-512-0184
Robert Martin Moses (Bob)	46 North Street	Marcellus	NY	13108	315-730-3423
Aline Monnerat Campello Moses	46 North Street	Marcellus	NY	13108	315-730-3535
Alberto John Cassola	53 East Main Street	Oyster Bay	NY	11771	516-815-7670
Alberto John Cassola	53 East Main Street	Oyster Bay	NY	11771	516-815-7670
Alberto John Cassola	53 East Main Street	Oyster Bay	NY	11771	516-815-7670
Michele Ann Rowan	10 Brandywine Dr	Williamsville	NY	14221	716-392-7411
David Biederman	3180 Jaycox Rd	Avon	OH	44011	440-670-0898
Robert Steven DiSanto (Bob)	263 Glenview Dr	Avon Lake	OH	44012	216-470-4182
Robert Steven DiSanto (Bob)	263 Glenview Dr	Avon Lake	OH	44012	216-470-4182

[11] This franchisee operates a Texas publication.
[12] This franchisee operates a Texas publication.

Name	Address	City	State	Zip	Phone
Michael Cozart	67 Marko Ln	Brooklyn Heights	OH	44131	440-315-9082
Amanda Kathleen Kirkpatrick	855 Bluff Ridge Dr	Columbus	OH	43235	202-308-0307
Nickolas Michael Hart	2135 River Run Trace	Columbus	OH	43235	614-725-8044
Rhonda Lynn Meeker	7500 Roselake Drive	Dayton	OH	45414	937-367-7757
Rhonda Lynn Meeker	7500 Roselake Drive	Dayton	OH	45414	937-367-7757
Rebecca J. Bruce (Becky)	6321 Pine Cone Drive	Dayton	OH	45449	937-239-0425
John Edward Zimmerman	7272 Macbeth Dr	Dublin	OH	43016	614-207-3589
John Edward Zimmerman	7272 Macbeth Dr	Dublin	OH	43016	614-207-3589
John Edward Zimmerman	7272 Macbeth Dr	Dublin	OH	43016	614-207-3589
John Edward Zimmerman	7272 Macbeth Dr	Dublin	OH	43016	614-207-3589
Sherry Bearden Watkins	6258 Lancashire Trail	Liberty Twp	OH	45044	513-827-4613
Sherry Bearden Watkins	6258 Lancashire Trail	Liberty Twp	OH	45044	513-827-4613
Jodie Lynn Robinson	165 Tolowa Trail	Lima	OH	45805	419-302-9769
Kelly Bassin Cusack	7890 Quail Creek Rd	Maumee	OH	43537	419-509-0206
Todd Johnathon Lewis	4733 Mackensey Circle	Medina	OH	44256	419-656-8466
Kathy Lynn Kamnikar	352 Hopewell Drive	Powell	OH	43065	614-314-1935
Renee Marie Cavanagh	7211 Capilano Drive	Solon	OH	44139	216-903-9331
Bradley K. Martin	6575 Hyllwynd Circle	Solon	OH	44139	440-781-3652
Christopher Lent (Chris)	13972 Maple Circle	Strongsville	OH	44136	440-785-5984
Thomas F. Pounds	2250 Pemberton Dr.	Toledo	OH	43606	419-654-1770
Thomas F. Pounds	2250 Pemberton Dr.	Toledo	OH	43606	419-654-1770
Richard L. Miller (Rick)	4043 April Dr	Uniontown	OH	44685	330-283-8462
Richard L. Miller (Rick)	4043 April Dr	Uniontown	OH	44685	330-283-8462
Brian Christopher Schuller	4073 April Dr	Uniontown	OH	44685	330-904-4371
Brian Christopher Schuller	4073 April Dr	Uniontown	OH	44685	330-904-4371
Brian Christopher Schuller	4073 April Dr	Uniontown	OH	44685	330-904-4371
Brian Christopher Schuller	4073 April Dr	Uniontown	OH	44685	330-904-4371
Emily Conant Gilmartin	5768 Golf Crest Lane	West Chester	OH	45069	513-673-8336
Emily Conant Gilmartin	5768 Golf Crest Lane	West Chester	OH	45069	513-673-8336
Julie Shipley	7327 Quail Run Dr.	West Chester	OH	45069	513-290-7124

Name	Address	City	State	Zip	Phone
Jody Ann Fowler	216 S Walnut Avenue	Broken Arrow	OK	74012	918-770-3125
Peter J. Zimmerman	19825 Crest Ridge Dr	Edmond	OK	73012	405-315-2686
Bettye Michelle Davis (Michelle) (formerly Manchester)	17717 Ptarmigan Lane	Edmond	OK	73012	405-826-8255
Mario Avila	1839 Westminster Place	Nichols Hills	OK	73120	918-261-0622
Timothy L. Love	901 US 77, Unit 1	Noble	OK	73068	405-999-2962
Michael Robert Manchester	13600 North Blackwelder Ave #259	Oklahoma City	OK	73134	405-818-2029
Michael Robert Manchester	13600 North Blackwelder Ave #259	Oklahoma City	OK	73134	405-818-2029
Michael Robert Manchester	13600 North Blackwelder Ave #259	Oklahoma City	OK	73134	405-818-2029
Michael Robert Manchester	13600 North Blackwelder Ave #259	Oklahoma City	OK	73134	405-818-2029
Shannon Elaine Ruesch	PO Box 1496	Owasso	OK	74055	918-853-7171
Shannon Elaine Ruesch	PO Box 1496	Owasso	OK	74055	918-853-7171
Pamela Ellen Hargrove (Ellen)	4504 E 111th Street	Tulsa	OK	74137	918-693-0904
Corinne Nichole Walker (Nichole)	4730 S. 168th East Avenue	Tulsa	OK	74134	918- 850-0215
Tyler Kyle Lawson (Tyke)	8336 S. Lewis Ave, #406	Tulsa	OK	74137	918-510-4701
Tyler Henry Bird	6991 E. 20th St	Tulsa	OK	74112	918-884-4641
Derek Jones	14017 Korbyn Dr	Yukon	OK	73099	405-248-6409
Lindsay Resendez	1623 SE Bronzewood Ave	Bend	OR	97702	541-219-1670
Jeannette Michels	2703 NW Rippling River Ct	Bend	OR	97703	805-728-5292
David A. Krueger	18896 Shoshone Rd.	Bend	OR	97702	541-480-9925
Kimberly Dawn Williams	3427 Timberbrook Way	Eugene	OR	97405	541-954-3163
Kimberly Dawn Williams	3427 Timberbrook Way	Eugene	OR	97405	541-954-3163
Eleni Amalia Gerding (formerly Kehagiaras)	3235 SE 52nd Ave	Portland	OR	97206	503-816-1070
Eleni Amalia Gerding (formerly Kehagiaras)	3235 SE 52nd Ave	Portland	OR	97206	503-816-1070
James Miller	6312 SW Capital Hwy. #104	Portland	OR	97239	503-927-4858
Alison Kathie Fladwood	6948 Flicker Dr SE	Salem	OR	97306	971-388-2880
Sabrina Medyanikov	4701 Siesta Ct NE	Salem	OR	97305	503-580-3343
Elon Kruse	18037 SW Reiser Ln	Sherwood	OR	97140	503-891-4178
Susan A. Licursi	62 Quail Drive South	Phoenixville	PA	19460	610-888-4711
Beata Suzanna Harwood	411 Myrtle Ave	Cheltenham	PA	19012	215-200-7935

Name	Address	City	State	Zip	Phone
Adrian Robert Gallagher (Robert)	331 Creek Road	Christiana	PA	17509	610-368-2377
Kevin J. Burke	1639 West Main St.	Jeffersonville	PA	19403	484-868-8000
Sheldon Glen Esch	2314 Wicklyn Road	Lancaster	PA	17601	717-693-6584
William Thomas Marshall (Tom)	205 Speelman Klingler Road	Littlestown	PA	17340	717-479-0008
Lauren Marie Linhard	PO BOX 683	Maytown	PA	17550	410-790-7579
Gregory G. Biller	3601 Beech Run Lane	Mechanicsburg	PA	17050	717-443-2129
Christine Marie Knapp	14 Gunpowder Road	Mechanicsburg	PA	17050	717-497-1948
Deborah Keyser Graver	137 Trotters Drive	Phoenixville	PA	19460	484-924-9401
Dina Russo	146 Rustic Ridge Drive	Pittsburgh	PA	15239	412-576-5657
Dyan Michelle DeFinis	3311 Riverfront Drive	Pittsburgh	PA	15238	808-699-1801
Jordan Valdez	160 E Station Square Dr Apt 348	Pittsburgh	PA	15219	724-420-1962
Jordan Valdez	160 E Station Square Dr Apt 348	Pittsburgh	PA	15219	724-420-1962
Barbara Beckert Sheffield	6207 Antler Hill Drive	Trafford	PA	15085	412-951-0902
Linda Jo Roman	386 McCombs Rd	Venetia	PA	15367	724-624-1852
John C. Bieber	132 Leisure Court	Wyomissing	PA	19610	484-269-9824
Tanja Carroll	118 Pinecrest Drive	North Kingstown	RI	2852	781-475-0818
Caroline O'Malley Maynard[13]	42 Knowles Ave	Westerly	RI	02891	781-962-4575
Caroline O'Malley Maynard	42 Knowles Ave	Westerly	RI	02891	781-962-4575
Jason Clayton Neely[14]	100 Double Tree Drive	Aiken	SC	29803	706-432-1669
Patricia Merritt Rechichar (Merritt)	1703 College Avenue	Anderson	SC	29621	864-314-4546
Patricia Merritt Rechichar (Merritt)	1703 College Avenue	Anderson	SC	29621	864-314-4546
Michael Thomas Pruitt	527 Elizabeth Lane West	Charleston	SC	29407	336-971-8373
Jennifer Margaret Ladd (Jenny)	402 Milner Ct	Daniel Island	SC	29492	843-343-3938
Denise Lynn Fumega	515 Robert Daniel Dr., Apt. 3303	Daniel Island	SC	29492	203-219-4068
Elaine Webster Frick (Laney)	194 Baily Brown Rd	Easley	SC	29640	864-567-9661
Jennifer Parnell Smith	1068 Wessington Manor	Fort Mill	SC	29715	704-578-5111
Jennifer Lynn Colson	5 Matton Ct.	Greenville	SC	29607	864-325-5876

[13] This franchisee operates a Connecticut publication.
[14] This franchisee operates a Georgia publication.

Name	Address	City	State	Zip	Phone
Morgan Taylor Calhoun	101 Reedy View Drive Apt 443	Greenville	SC	29601	864-517-7370
Morgan Taylor Calhoun	101 Reedy View Drive Apt 443	Greenville	SC	29601	864-517-7370
Allison Krecker Masquelier	120 Knollview Drive	Greenville	SC	29611	803-960-1273
Allison Krecker Masquelier	120 Knollview Drive	Greenville	SC	29611	803-960-1273
Gregory Paul Lukity	337 Cabana Way	Lexington	SC	29072	803-238-9317
John H. Holdridge	1535 Capel St	Mount Pleasant	SC	29466	770-330-3313
Karen Elizabeth Clements	44 Sowell Street	Mt. Pleasant	SC	29464	843-806-6425
Jennie Chester Moran	162 Highwood Circle	Murrells Inlet	SC	29576	818-968-2298
Robert Rashad Smith	307 S. River Bluff	Piedmont	SC	29673	843-560-6278
Robert Rashad Smith	307 S. River Bluff	Piedmont	SC	29673	843-560-6278
Blaine Elizabeth Alexander	309 Calhoun Estates Dr	Spartanburg	SC	29307	864-498-2219
Mark Nixon Casey	6020 Foxland Drive	Brentwood	TN	37027	615-669-1239
Mark Nixon Casey	6020 Foxland Drive	Brentwood	TN	37027	615-669-1239
Kristyn M. Graves (Kristy)	322A Thompson Street	Chattanooga	TN	37405	415-729-5129
Regennia Martin	5502 Mountain Breeze Drive	Chattanooga	TN	37421	423-503-5251
Victoria Caldwell	726 Fulton St. #416	Chattanooga	TN	37402	484-467-8397
Rebecca Stevens Fua	8250 Heirloom	College Grove	TN	37046	931-619-0018
Laura Lynn Brodeur	2096 Gallina Circle	Collierville	TN	38017	210-488-2238
Randy Keith Daly	1200 Bayview Drive	Gallatin	TN	37066	931-224-3259
Randy Keith Daly	1200 Bayview Drive	Gallatin	TN	37066	931-224-3259
Joshua Duncan Hornsby	2006 Cordes Rd	Germantown	TN	38139	901-570-1058
Alan Keith Flippin (Keith)	1604 E. Oakland Avenue	Johnson City	TN	37601	901-409-7313
Alan Keith Flippin (Keith)	1604 E. Oakland Avenue	Johnson City	TN	37601	901-409-7313
Kina Lynn Dutro	623 Willowcrest Place	Kingsport	TN	37660	423-480-7244
Adriana Centofanti McGovern (Addie)	718 Harbor Way	Knoxville	TN	37934	937-313-4717
Adriana Centofanti McGovern (Addie)	718 Harbor Way	Knoxville	TN	37934	937-313-4717
Anita G. Phillips	2958 Stockton Valley	Loudon	TN	37774	652-585-7461
Tara Leder Biller	164 Cheek Rd	Nashville	TN	37205	615-829-9440
Carla Anne Viehmann	1458 Brighton Cir.	Old Hickory	TN	37138	615-430-6583
Carla Anne Viehmann	1458 Brighton Cir.	Old Hickory	TN	37138	615-430-6583

Name	Address	City	State	Zip	Phone
Carol H. Brooks	580 Hallmark Lane	Strawberry Plains	TN	37871	865-806-6420
Priscilla DeVido	715 W. Dumble	Alvan	TX	77511	832-640-0325
James Blake Goldston (Blake)	6713 Chalet Court	Amarillo	TX	79124	806-358-1894
Katrina Kay Atkins	807 Lochridge St	Amarillo	TX	79118	806-290-4045
Sandra Lynn Proffitt (Sandy)	104 Cedar Ln.	Amarillo	TX	79118	806-670-7999
Sandra Lynn Proffitt (Sandy)	104 Cedar Ln.	Amarillo	TX	79118	806-670-7999
Sandra Lynn Proffitt (Sandy)	104 Cedar Ln.	Amarillo	TX	79118	806-670-7999
Sandra Lynn Proffitt (Sandy)	104 Cedar Ln.	Amarillo	TX	79118	806-670-7999
Sandra Lynn Proffitt (Sandy)	104 Cedar Ln.	Amarillo	TX	79118	806-670-7999
Michelle Rook Jones	961 Wenk Ct	Aubrey	TX	76227	469-919-9086
Katherine Murray Slaughter (Kate)	1719 Ben Crenshaw Way	Austin	TX	78746	469-865-9869
Kim T. Ortiz	4453 Eck Ln	Austin	TX	78734	972-814-9642
Daisha Chambers Anderson	7004 Zachary Dr	Austin	TX	78724	860-343-7931
Rachelle Elizabeth Grossman	9316 Manitou Springs Lane	Austin	TX	78717	737-226-8604
Hannah Elizabeth Reed	1905 Pershing Drive, Unit A	Austin	TX	78723	512-695-5737
Hannah Elizabeth Reed	1905 Pershing Drive, Unit A	Austin	TX	78723	512-695-5737
Hannah Elizabeth Reed	1905 Pershing Drive, Unit A	Austin	TX	78723	512-695-5737
Joel Alexander McDow	12160 W. Parmer Lane, Suite 130-333	Cedar Park	TX	78613	979-777-4803
Bonnie B. Burson	3407 Langley Hill Lane	Colleyville	TX	76034	817-692-9792
Jada Jeanette England	2103 Grovewood Park	Conroe	TX	77385	281-245-8100
Ashley Michelle Caraway	8178 Laughing Falcon Trail	Conroe	TX	77385	832-516-3999
Rebecca Gibbons McDill	14 Drifting Shadows Circle	Conroe	TX	77385	713-823-5597
Nelia Telese Gray (Telese)	3750 West Oak Shores Drive	Cross Roads	TX	76227	214-649-9223
Megan Lindsey Dennen	6005 E. University Blvd. #138	Dallas	TX	75206	972-523-4495
Kirsten Gail Williams Swanson	10949 Scotsmeadow Dr.	Dallas	TX	75218	504-296-8664
Kirsten Gail Williams Swanson	10949 Scotsmeadow Dr.	Dallas	TX	75218	504-296-8664
Anne Barbara Bendalin	7035 Helsem Way	Dallas	TX	75230	214-354-1403
Beverly Kay Smirnis	3930 Walnut Hill Lane	Dallas	TX	75229	817-528-7235
Beverly Kay Smirnis	3930 Walnut Hill Lane	Dallas	TX	75229	817-528-7235
Marget Cashman Brown (Meg)	127 Arbor Bay Dr.	Dripping Springs	TX	78620	512-585-5302

Name	Address	City	State	Zip	Phone
Connie L. Vernon	2800 Brazos Blvd. Apt. 16107	Euless	TX	76039	317-504-0231
Connie L. Vernon	2800 Brazos Blvd. Apt. 16107	Euless	TX	76039	317-504-0231
Jason Lee Smith	8605 Raintree HL	Fair Oaks Ranch	TX	78015	210-501-3161
Jason Lee Smith	8605 Raintree HL	Fair Oaks Ranch	TX	78015	210-501-3161
Dana Kathryn Moler	28919 Chartwell Ln.	Fair Oaks Ranch	TX	78015	830-331-0100
Anthony Eugene Harris	6913 Kirkwood Road	Fort Worth	TX	76116	817-233-6691
Dana Harris Venable	3509 Grants Lndg	Fort Worth	TX	76179	817-614-9105
Weldon Reagan Putty III (Reagan)	2008 Taxco Rd	Fort Worth	TX	76116	214-538-4475
Stephanie Elizabeth Pickett	7498 Bellingrath Drive	Frisco	TX	75035	214-418-8319
Stephanie Elizabeth Pickett	7498 Bellingrath Drive	Frisco	TX	75035	214-418-8319
Stephanie Elizabeth Pickett	7498 Bellingrath Drive	Frisco	TX	75035	214-418-8319
Stephanie Elizabeth Pickett	7498 Bellingrath Drive	Frisco	TX	75035	214-418-8319
Abigail Suzanne Masch	5327 Whitmore St.	Fulshear	TX	77441	832-277-5610
Michelle SueHelen Rails	2221 Edinburgh Way	Garland	TX	75040	214-455-8818
Michelle SueHelen Rails	2221 Edinburgh Way	Garland	TX	75040	214-455-8818
Michelle SueHelen Rails	2221 Edinburgh Way	Garland	TX	75040	214-455-8818
Michaela Anne Hunter	529 Montalcino Lane	Georgetown	TX	78628	530-400-2936
Therese M. Preas	1820 Morrish Lane	Heath	TX	75032	214-675-7215
Therese M. Preas	1820 Morrish Lane	Heath	TX	75032	214-675-7215
Rebecca Chavez Becker	10619 Larch Grove Ct	Helotes	TX	78023	469-438-3997
Rebecca Chavez Becker	10619 Larch Grove Ct	Helotes	TX	78023	469-438-3997
Jo Anna Chapman Ness	7918 Woodway Drive	Houston	TX	77063	713-385-7577
Amy Nicole Bracht-Polidori (Amy Polidori)	4 Farther Point	Houston	TX	77024	713-851-5260
SenLy Froud Fox	1254 Gardenia Dr	Houston	TX	77018	713-412-3537
Joy Danielle Stewart (Danielle)	715 Harvard Street	Houston	TX	77007	713-628-5477
Derek W. Williams	5215 Bathgate Ln	Houston	TX	77084	832-606-2948
Nicole Marie Eaves (Nikki)	1302 Indian Hawthorne Court	Houston	TX	77094	832-820-3475
Nicole Marie Eaves (Nikki)	1302 Indian Hawthorne Court	Houston	TX	77094	832-820-3475
Roberta Ann Pettit (Robbie)	6880 FM 932	Jonesboro	TX	76538	817-992-4146
Roberta Ann Pettit (Robbie)	6880 FM 932	Jonesboro	TX	76538	817-992-4146

Name	Address	City	State	Zip	Phone
William Stephen Gibbons, Jr. (Stephen)	20311 Monkswood Dr.	Katy	TX	77450	770-530-3141
William Stephen Gibbons, Jr. (Stephen)	20311 Monkswood Dr.	Katy	TX	77450	770-530-3141
Carlee Mausner	28102 Helmsman Knolls Dr	Katy	TX	77494	832-785-8377
Laurie Morris Thompson	1910 Mountain Aspen Lane	Kingwood	TX	77345	727-424-3910
Jennifer Lynn Pizer	1414 Roaring Fork	Leander	TX	78641	512-850-1712
Jennifer Lynn Pizer	1414 Roaring Fork	Leander	TX	78641	512-850-1712
Johnny Iglinsky	10012 Denali Dr	Little Elm	TX	75068	469-570-1026
Robert Craig Smith (RC)[15]	38 Wilshire Blvd.	Lubbock	TX	79416	870-867-7671
Robert Craig Smith (RC)[16]	38 Wilshire Blvd.	Lubbock	TX	79416	870-867-7671
Robert Craig Smith (RC)[17]	38 Wilshire Blvd.	Lubbock	TX	79416	870-867-7671
Jeffrey S. Pirkl	2818 42nd St	Lubbock	TX	79413	806-392-4085
Charlie Ann Rowten	5307 111th Street	Lubbock	TX	79424	806-438-8010
Susan Marie Maxey	3915 125th	Lubbock	TX	79423	806-239-8869
Bobby Wayne Blair	5007 101st St	Lubbock	TX	79424	806-407-2440
Vicki T. Blair	5007 101st Street	Lubbock	TX	79424	806-407-2442
Charlie Ann Rowten	5307 111th Street	Lubbock	TX	79424	806-438-8010
Jonathan Samuel Price	150 Stanford Drive	Lucas	TX	75002	972-922-8765
Agnes Martin	3722 Willow Springs Dr.	Manvel	TX	77578	281-727-8898
Hamilton Curtis Doak	2405 Creek Canyon Lane	McKinney	TX	75071	972-658-6422
Hamilton Curtis Doak	2405 Creek Canyon Lane	McKinney	TX	75071	972-658-6422
Charles Randall Landrum (Randy)	19790 Hwy 105 West, # 1432	Montgomery	TX	77356	713-382-3124
Camille Dawn Koerner	6001 Adelaide Avenue #8104	North Richland Hills	TX	76180	817-819-1455
Suzanne La Forgia	1931 Sweetwater Ln	Prosper	TX	75078	646-438-1559
Elizabeth Mary Oakes Hamm	9711 S Mason Rd , Suite 125	Richmond	TX	77407	310-488-7927
Stephen Michael Kraft	1115 Birch Hill	San Antonio	TX	78232	210-827-7558
Stephen Michael Kraft	1115 Birch Hill	San Antonio	TX	78232	210-827-7558

[15] This franchisee operates an Arkansas publication.
[16] This franchisee operates an Arkansas publication.
[17] This franchisee operates an Arkansas publication.

Name	Address	City	State	Zip	Phone
Stephen Michael Kraft	1115 Birch Hill	San Antonio	TX	78232	210-827-7558
Yvette Cardenas-Schycker	726 Lost Canyon	San Antonio	TX	78258	210-744-2030
Deborah Ann Weber (Debbie)	13170 Feather Point Dr.	San Antonio	TX	78233	210-573-7466
Brian Howard Kalchman	1730 Twilight Bluff	San Antonio	TX	72680	210-444-2164
Brian Howard Kalchman	1730 Twilight Bluff	San Antonio	TX	72680	210-444-2164
Sherry Lynn Meyer	7311 Bella Cloud	San Antonio	TX	78256	210-771-1224
Catherine Lorraine Garcia	124 Rilla Vista	San Antonio	TX	78216	210-606-4101
Lori G. Williams	50 Bridgeberry Place	Spring	TX	77381	504-296-0803
Janet C. Mackey-Amador	16 E Wandering Oak Dr	The Woodlands	TX	77381	281-748-1800
Patrick Kelly Schmear	5415 Old Bullard Road, Apt #105	Tyler	TX	75703	903-707-0348
Russell Dean Lindsay	1712 Meixner Rd	Waco	TX	76705	254-723-7758
Scott J. Costello	1889 E 2100 N	Layton	UT	84040	720-427-0515
Jade Shelton Moellendorf	776 Diagonal Street #31	Saint George	UT	84770	801-781-0299
Caroline Califf Tadeo	1915 Sword Ln	Alexandria	VA	22308	703-727-6237
Leah Sankey Anderson	10378 Cohoke Pathway	Ashland	VA	23005	804-513-5338
Leah Sankey Anderson	10378 Cohoke Pathway	Ashland	VA	23005	804-513-5338
David Owen Bowling	1939 Kingston Ave.	Norfolk	VA	23503	757-450-2899
David Owen Bowling	1939 Kingston Ave.	Norfolk	VA	23503	757-450-2899
Traci Lyn Pasqualone	917 Strawberry Court	Purcellville	VA	20132	703-201-7550
Nicholas Vincent Fessick (Nick)	4000 W Grace Street	Richmond	VA	23230	804-840-5836
Nicholas Vincent Fessick (Nick)	4000 W Grace Street	Richmond	VA	23230	804-840-5836
Karen Sue Carter	2407 Richelieu Ave	Roanoke	VA	24014	540-798-5562
Gail Donohue	18375 Grassyview Place	Round Hill	VA	20141	571-424-0075
Mark S. Barker	11201 Gray Fox Pointe	Spotsylvania	VA	22551	540-834-9839
Vicki L. Shull	4027 Appaloosa Court	Suffolk	VA	23434	757-995-3931
Sheila Kay Kilpatrick	1860 Wolfsnare Rd	Virginia Beach	VA	23454	757-425-7333
John Campbell White (Jack)	1208 Curlew Place	Virginia Beach	VA	23451	757-681-6116
Heather Blades Sowers	290 E Queens Dr	Williamsburg	VA	23185	757-871-2125
Courtney Michelle Obland	109 Wicomico Turn	Yorktown	VA	23693	757-724-1340
Cynthia Jane Lebeau (Cindy)	30118 NE Livingston Mt Circle	Camas	WA	98607	360-901-1738
Cynthia Jane Lebeau (Cindy)	30118 NE Livingston Mt Circle	Camas	WA	98607	360-901-1738

Name	Address	City	State	Zip	Phone
Michael James Skiff	722 Alta Vista Pl	Fircrest	WA	98466	253-720-4651
Michael James Skiff	722 Alta Vista Pl	Fircrest	WA	98466	253-720-4651
Michael James Skiff	722 Alta Vista Pl	Fircrest	WA	98466	253-720-4651
Kristin D'Angelo-Crockett	206 S Kansas St	Kennewick	WA	99336	425-239-7206
Kristin D'Angelo-Crockett	206 S Kansas St	Kennewick	WA	99336	425-239-7206
Stephanie Ann Foster Hurley	12425 87th Court NE	Kirkland	WA	98034	206-619-5609
Anne L. Hess	109 2nd St S #222	Kirkland	WA	98033	206-549-4500
Jacqulyn LaVeenia Diteman Paneque	26920 222nd Ave SE	Maple Valley	WA	98038	206-304-4212
Jacqulyn LaVeenia Diteman Paneque	26920 222nd Ave SE	Maple Valley	WA	98038	206-304-4212
Jana Lynn Riggan	8542 25th Ave NW	Seattle	WA	98117	206-355-8384
Michelle Louia Cahill	4221 51st Ave. NE	Seattle	WA	98105	206-617-1785
Lindsay Kay Rucker	6726 124th Place SE	Snohomish	WA	98296	425-319-3983
Lindsay Kay Rucker	6726 124th Place SE	Snohomish	WA	98296	425-319-3983
Ryan Lindberg	2910 East 57th Ave. Suite 5 #242	Spokane	WA	99223	509-720-8028
Tristan Corey Manning	5105 Grand Loop #623	Tacoma	WA	98407	360-626-3163
Mandi Sue Wilke	716 Josephine Circle	Green Bay	WI	54311	920-246-1442
Richard Lee Gilbert[18]	2423 S. 76th St.	Milwaukee	WI	53219	708-525-1000
Richard Lee Gilbert[19]	2423 S. 76th St.	Milwaukee	WI	53219	708-525-1000
Dana Marie Hegeman	3180 S Ventura Dr	New Berlin	WI	53151	414-507-9560
Gary Leo Smith	1540 N Stuart Rd	Racine	WI	53406	262-994-5390
Lori Ann Jensen	7306 Casey Lane	Sobieski	WI	54171	920-606-1351
Robert A. Coburn (Bob)	220 Mountain Laurel Rd.	Daniels	WV	25832	304-860-0099
Harold G. Cooper	1018 Crestmont Rd	Hurricane	WV	25526	304-415-1386
Theresa M. Cooper	1018 Crestmont Rd	Hurricane	WV	25526	304-415-1386
Theresa M. Cooper	1018 Crestmont Rd	Hurricane	WV	25526	304-415-1386
Kevin James Armstrong	1255 Kings Road	Morgantown	WV	26508	304-276-0059

[18] This franchisee operates an Illinois publication.
[19] This franchisee operates an Illinois publication.

COMMUNITY PUBLICATIONS

Name	Address	City	State	Zip	Phone
Alodia D. Arnold	901 Gayfer Ave #1322	Fairhope	AL	36532	251-550-8471
Alicia Iezzi Scrimger	48 Creek View Rd	Coto de Caza	CA	92679	310-849-9422
Christine Elise Raymond	3527 Mt. Diablo Blvd. Ste. 474	Lafayette	CA	94549	831-295-7676
Christine Anne Gallagher	3419 Via Lido #397	Newport Beach	CA	92663	949-521-3401
Carrie Jane Sweet	1776 Mary Jo Ct	Ripon	CA	95366	209-969-4296
Bradley Dale Martin	729 Palma Dr	Salinas	CA	93901	831-272-4761
Brandi M. Wolf	1084 Pebblebeach Way	Eagle	ID	83616	208-631-0709
Jill Dorothy McCain	5309 Central Avenue	Western Springs	IL	60558	312-301-9222
Lucille Day Scott (Luci)	6 Hidden Acres Dr	Duxbury	MA	02332	415-298-0104
Carmella Ann Beroth[20]	490 Blackstone Street	Uxbridge	MA	01569	401-837-0201
Leslie Limerick Lockhart	6209 Silver Spring Ct.	Willow Spring	NC	27592	919-745-0494
Lynn Faherty (Zimmerman)	30 King Road	Bedford	NH	03110	917-482-6503
Nickolas Michael Hart	2135 River Run Trace	Columbus	OH	43235	614-725-8044
Tiffany Lucas Larsson	333 S State St., Suite V-200	Lake Oswego	OR	97034	503-989-6718
Ryan JonPaul Derfler	50 Bridge Avenue	Berwyn	PA	19312	717-222-9547
Danyca Hope Penick	13 Cider Court	Cumberland	RI	2864	401- 338-4010
Rachelle Elizabeth Grossman	9316 Manitou Springs Lane	Austin	TX	78717	737-226-8604
Robin Levine Steinberg (Robin Lynne)	6911 Flintcove Dr.	Dallas	TX	75248	214-906-2467
Michaela Anne Hunter	529 Montalcino Lane	Georgetown	TX	78628	530-400-2936

[20] This franchisee operates a Rhode Island publication.

EXHIBIT D

LIST OF FORMER FRANCHISEES

Franchisees whose franchise agreements were terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under their franchise agreement between July 1, 2020 through June 30, 2021, or who have not communicated with us within the last 10 weeks.

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

NEIGHBORHOOD PUBLICATIONS

Name	City	State	Zip	Phone Number
Steven Lloyd Johnson	Hoover	AL	35242	205-902-7177
Steven Lloyd Johnson	Hoover	AL	35242	205-902-7177
Shannon Lea Driver	Hoover	AL	35244	281-804-9665
Shannon Lea Driver	Hoover	AL	35244	281-804-9665
Amanda McGinnis Mercer	Pelham	AL	35124	205-999-0571
Valerie Ann Williams	Hot Springs	AR	71903	501-247-3676
Timothy Harold Metcalf	Hot Springs National Park	AR	71913	501-860-0032
Robert Craig Smith (RC)	Little Rock	AR	72206	870-867-7671
Brooke Ann Hirschy	Flagstaff	AZ	86005	260-570-3069
Brooke Ann Hirschy	Flagstaff	AZ	86005	260-570-3069
Carol Foster	Flagstaff	AZ	86001	702- 218-4302
Peter Joseph Donzelli	Fountain Hills	AZ	85268	480-226-5543
Jonathan Eric Himlin	Glendale	AZ	85308	480-636-6670
Rita K. Haussler	Goodyear	AZ	85338	402-314-0726
Rita K. Haussler	Goodyear	AZ	85338	402-314-0726
Frank Miranda Montano	Marana	AZ	85658	520-343-4106
Denise Diane Thompson	Phoenix	AZ	85086	480-316-3369
Julie Ellen Udall	Phoenix	AZ	85086	480-254-7216
Kimberly L. Moreno	Phoenix	AZ	85083	602-526-0372
Phillip Johnson	Scottsdale	AZ	85255	818-584-9817
Dana Angeline Caranci	Scottsdale	AZ	85251	602-312-6131
Nathaniel Burks (Nate)	Tucson	AZ	85748	520-250-4049
Emilie Bain	Tucson	AZ	85716	520-904-5150
Alycia Marie McCain	Bakersfield	CA	93312	661-859-9272
April Dawn Massirio	Bakersfield	CA	93304	661-477-1926
Russell Andrew Mathiason (Rusty)	Bakersfield	CA	93307	661-301-4787
Jacqueline A. Noble (Jackie)	Carmichael	CA	95608	530-828-9070
George Peter Latos	Coto De Caza	CA	92679	949-526-0094
George Peter Latos	Coto De Caza	CA	92679	949-526-0094
George Peter Latos	Coto De Caza	CA	92679	949-526-0094
Gayle Serena Williams	Fresno	CA	93730	559-907-7477
Grant Cain	Ladra Ranch	CA	92694	949-375-4440

Name	City	State	Zip	Phone Number
Catherine Maria Sine	Murrieta	CA	92563	951-294-2992
Lance Clark Perry	Newport Beach	CA	92660	949-933-5932
Jessica Joy Reveles	Orange	CA	92867	213-296-4448
Jessica Joy Reveles	Orange	CA	92867	213-296-4448
Alyssa Jean DePompa	Oxnard	CA	93035	310-625-8506
Paul Comstock	Sacramento	CA	95819	619-922-4254
Michelle Kolker	San Diego	CA	92127	619-838-0208
Patricia Marie Spindler (Trish)	San Diego	CA	92105	619-865-3028
Paige Pedri	Santa Rosa	CA	95405	707-495-5148
Paige Pedri	Santa Rosa	CA	95405	707-495-5148
Joan Paula Bridgett	Arvada	CO	80004	303-886-5313
Bradley Craig Vander Ley	Centennial	CO	80122	720-476-0923
Bradley Craig Vander Ley	Centennial	CO	80122	720-476-0923
Matthew Joseph Triplett (Joe)	Cherry Hills Village	CO	80111	303- 921-0200
John Brian Gowdy	Colorado Springs	CO	80903	719-313-3028
Todd Joseph Matia	Colorado Springs	CO	80919	719-310-9506
Kyle James Kunkel	Durango	CO	81301	970-710-1230
Kyle James Kunkel	Durango	CO	81301	970-710-1230
Robert Charles Bever	Grand Junction	CO	81505	970-462-7422
Shelly Rene' Montoya	Littleton	CO	80120	720-373-6704
Jeremy David Roentz	Parker	CO	80134	303-905-0410
Kirsten Gurmendi	Superior	CO	80027	303-870-9953
Brandon Richard Sabbag[21]	New London	CT	6320	860-984-0235
Jacquelyn Noel Flanagan (Jacky)[22]	Bethany Beach	DE	19930	843-415-3120
Justin James Milioto	Boca Raton	FL	33432	586-703-4523
Peter Rose	Boca Raton	FL	33434	786-202-2623
Evan Fink	Boynton Beach	FL	33473	201-874-9061
Norma Jean Keefer	Dania	FL	33004	443-540-9884
Sophia Moselle Aguayo	Delray Beach	FL	33433	806-584-5666
Lori L. Koogler	Deltona	FL	32725	615-403-0840
Lori L. Koogler	Deltona	FL	32725	615-403-0840
Michael Anthony Renzella (Mike)	Jacksonville	FL	32258	904-482-3065
Santos A. Andujar	Jacksonville	FL	32258	609-319-7635
Desiderio Hernandez (Desi)	Key Largo	FL	33037	305- 632-9866
Edwin Arthur Rogers (Ted)	Lake Worth	FL	33461	561-294-8315
Richard A. Phoebus	Longwood	FL	32779	407-821-4766
Douglas J. Yannucci (Doug)	Longwood	FL	32779	614-805-0975
Patricia Rahmankhah	Margate	FL	33063	954-232-0176
Haley Nicole Alonso	Miami	FL	33143	305-992-4065
Haley Nicole Alonso	Miami	FL	33143	305-992-4065

[21] This franchisee operated a Rhode Island publication.
[22] This franchisee operated a District of Columbia publication.

Name	City	State	Zip	Phone Number
Malek Jalal	Miami	FL	33137	786- 241-1145
Michael Travin	Miami	FL	33137	212-933-0700
Susan Elizabeth Werner	Naples	FL	34117	586-904-5683
Joseph Allen Lohmann (Joe)	Naples	FL	34105	239-919-4644
Jessica Len Semonin	Naples	FL	34105	352-792-4545
James K. Burkhardt	Naples	FL	34113	404-971-9940
Shannon Gigantelli	New Port Richey	FL	34654	(727) 389-0114
Jaime Donnelly	Orange Park	FL	32065	717-712-6406
Dieter Burgoa	Orlando	FL	32819	407-758-5076
Todd Keith Braun	Palm City	FL	34990	609-617-8300
Steven Price	Panama City Beach	FL	32408	760-521-0350
Kimberly Gabrielle Anderson	Port Orange	FL	32129	386-453-1906
Angela Victoria Fish	Port Saint Lucie	FL	34987	772-828-1304
Tracy K. Hanavin	Sarasota	FL	34120	410-428-8995
Michael John Duranko (Mike)	Sarasota	FL	34239	941-726-1660
Rick L. Thurman	Sarasota	FL	34232	941-315-1351
Chad Allan Smith	St. Augustine	FL	32095	941- 544-2569
AlexandriaShiryl Andrea Moore	Tallahassee	FL	32304	850-631-9121
Julie A. Senseman	Wellington	FL	33414	561-809-9809
William Craig O'Neal, Jr. (Craig)	Brookhaven	GA	30319	478-951-5186
Neil Roger Gordon	Evans	GA	30809	706-589-6727
Thomas William Hanscom	Greensboro	GA	30642	770-331-4498
Wayne Stewart	Johns Creek	GA	30097	404-804-3954
Kenneth J. Menchio (Ken)	Johns Creek	GA	30022	678-983-6866
Arlette J. Reyes	Marietta	GA	30066	407-285-0865
Babatumi Sodade (Tumi)	Marietta	GA	30066	646-675-9044
Germaine V. Lucas	Norcross	GA	30071	404-372-5005
Kristy Lynn Tunon	Roswell	GA	30075	404-808-4586
Karen Clymer Parker	Savannah	GA	31419	540-471-9425
Michelle Naumann (Shelly)	Bettendorf	IA	52722	563-320-3094
Joseph Steven Hennager	Iowa City	IA	52245	319-594-6767
Joseph Steven Hennager	Iowa City	IA	52245	319-594-6767
Kelly D. Coles	Boise	ID	83712	208-861-5232
Matthew Laughlin	Coeur d' Alene	ID	83814	208-392-8935
Thomas A. Cahill	Chicago	IL	60631	847-682-5622
Kevin R. Foley	Chicago	IL	60657	312-758-6500
Kristin Egan	Chicago	IL	60606	740-973-3444
Karen Fenske	Chicago	IL	60610	312-961-1929
Pascal Grunder	Downers Grove	IL	60515	630-877-8122
Edward Flores (Ed)	Elmhurst	IL	60126	920-264-5618
Mark Okolita	Geneva	IL	60134	312- 213-1913
David Wayne Cooke (Dave)	Naperville	IL	60563	636-744-6131

Name	City	State	Zip	Phone Number
Chadwick Burrell	Roanoke	IL	61561	309-824-9720
Michele Kay Evans	South Barrington	IL	60010	847-975-9692
Mary Beth Jones	South Elgin	IL	60177	847-903-7554
Mary Beth Jones	South Elgin	IL	60177	847-903-7554
Jerry Porebski	Wauconda	IL	60084	847-345-6611
Paul Jared Price (Jared)	Anderson	IN	46011	317-213-0480
Larry Gail Oliver	Anderson	IN	46012	317-506-7554
Lisa A. Crehan-Jegen	Chesterton	IN	46304	312-805-0204
Kizzie M. Beck	Crown Point	IN	46307	708-248-4126
Nick Jaret Metheny	Fishers	IN	46040	317-692-9900
Paul Simonetti	Fishers	IN	46037	317-719-0202
Rodrigo Rupert Mariano	Fort Wayne	IN	46818	260-255-5121
Lisa Jean Wright	Fort Wayne	IN	46804	260-750-3100
Jamie Marie McCabe	Indianapolis	IN	46278	248-882-8448
Allison Aguren Cooke	Westfield	IN	46074	636-744-6377
Allison Aguren Cooke	Westfield	IN	46074	636-744-6377
Kelli Marie Heppner[23]	Basehor	KS	66086	913-626-4421
Sayde Emma Woten[24]	Misson	KS	66202	913-523-5132
Michael Paul Fenton (Mike)[25]	Overland Park	KS	66202	816-739-8558
Raegan Kaye Sowders	Wichita	KS	67220	620-560-4021
Amanda Ann Perdaris	Winfield	KS	67156	913-558-3693
Joseph Hulsey (Joe)	Fisherville	KY	40023	502-417-4694
Thomasine J. Earls (Tommi)	Frankfort	KY	40513	502-682-0115
William A. Pluto Jr. (Bill)[26]	Hebron	KY	41048	859-380-4447
Robin Huckenpoehler	Louisville	KY	40220	301-788-1238
Carolyn Kratz Swash	Prospect	KY	40059	502-727-3230
Tinah Elizabeth Deloney	Baton Rouge	LA	78020	225-276-1139
Harold M. McDowell	Kenner	LA	70062	504-237-4417
Mandy Mendoza Gagliardi	Mandeville	LA	70471	504- 415-2188
Jodi Barras	New Iberia	LA	70563	337-277-9115
Jodi Barras	New Iberia	LA	70563	337-277-9115
Jodi Barras	New Iberia	LA	70563	337-277-9115
Curtis D. Flournoy (Curt)	New Orleans	LA	70118	318-751-2062
Candy Marie Trahan	New Orleans	LA	70122	985-232-4453
Hayley Mitchell (Hayley Hornstein)	New Orleans	LA	70124	225-819-7701
Dawn Harris Buckley	New Orleans	LA	70122	504-872-5045
April Lorane Catarella	New Orleans	LA	70124	504-577-7390
Daniel Raymond Doran	Prairieville	LA	70769	225-328-0336

[23] This franchisee operated a Missouri publication.
[24] This franchisee operated a Missouri publication.
[25] This franchisee operated a Missouri publication.
[26] This franchisee operated an Ohio publication.

Name	City	State	Zip	Phone Number
Daniel Raymond Doran	Prairieville	LA	70769	225-328-0336
Harold Louis Harris IV (Chip)	Marlborough	MA	1752	508-904-4032
Diane Bourassa	Chatham	MA	02633	917-701-4820
Keith C. Boudreau	Duxbury	MA	2332	508- 572-0306
Keith Mckervey	Mansfield	MA	02048	508-277-5147
Douglas James Couillard	Marshfield	MA	2050	508-934-6904
Mary Alice Harrington	Rockland	MA	02370	617-974-0005
Spencer LeFlem	South Boston	MA	02127	617- 816-1128
Spencer LeFlem	South Boston	MA	02127	617- 816-1128
Jeannine Marie Johnson	Sturbridge	MA	1566	508-612-7985
Jeannine Marie Johnson	Sturbridge	MA	1566	508-612-7985
Natalie Ikonnikow Householder (Natasha)	Wellfleet	MA	02667	973-432-1545
Scott David Morin	Westborough	MA	1581	508-878-1134
Jessica O'Neill Fox	Westborough	MA	1581	508-397-0870
Stephanie Librot	Weston	MA	02493	617-480-0666
Terry Crawford	Bowie	MD	20716	301-758-2307
Kathryn Price Harper	Elkton	MD	21921	410-991-7604
Justin R. Arnold[27]	Upper Marlboro	MD	20774	301-789-5794
Brandi Lynn Devine	South Portland	ME	4106	802-356-3554
Danny Paul Deddeh	Farmington Hills	MI	48331	248-590-7076
Evan Aaron Winters	Mason	MI	48854	517-488-2607
Evan Aaron Winters	Mason	MI	48854	517-488-2607
Bethany Joy Walter	Mason	MI	48854	989-506-9647
Bridget Mary Rockwell	Wyoming	MI	49418	616-581-0289
Bradley Charles Hagfors	Annandale	MN	55302	612-801-8815
Bradley Charles Hagfors	Annandale	MN	55302	612-801-8815
Sharon Yee Yung	Duluth	MN	55804	218-310-2343
Sharon Yee Yung	Duluth	MN	55804	218-310-2343
Brittany Marie Horn	Eden Prairie	MN	55347	952-594-2165
Brittany Marie Horn	Eden Prairie	MN	55347	952-594-2165
Steven Wayne Nelson	Ballwin	MO	63021	636-628-6677
Aaron Marc Golchert	Bridgeton	MO	63044	314-596-6481
Kenneth Paul Koboldt (Ken)	Chesterfield	MO	63017	314-640-6510
Kathleen Schump	Kansas City	MO	64152	816-582-3579
Mark Vander Leest	Kansas City	MO	64112	913-568-7856
Mark D. Files	Lake Winnebago	MO	64034	816-894-4404
Julie Ann Doane	Lees Summit	MO	64082	816-588-4803
Bryan Paul Cooper	O'Fallon	MO	63368	314-496-5303
David Burton Cannon	Parkville	MO	64152	435-862-3824
David Burton Cannon	Parkville	MO	64152	435-862-3824
Dru Anne Powers	St. Louis	MO	63122	314-724-4576

[27] This franchisee operated a District of Columbia publication.

Name	City	State	Zip	Phone Number
Nicholas D. Turner (Nic)	St. Louis	MO	63113	314-365-2630
Roland Wilson Weeks	Madison	MS	39110	601-573-6305
Andrew Hamilton Robertson (Drew)	Tupelo	MS	38804	662-871-0513
Andrew Hamilton Robertson (Drew)	Tupelo	MS	38804	662-871-0513
Bretton Douglas Ingalls	Apex	NC	27539	919-274-5118
Nathan Dehli Duvall	Asheville	NC	28803	323-333-7775
Angela Ilene Williams	Cary	NC	27511	919-244-7354
Kathleen Joan Thurston	Charlotte	NC	28277	704-425-7657
Catherine Michelle Mozingo	Charlotte	NC	28216	704-560-0144
Daniel Curtis Lounsbury	Clemmons	NC	27012	336-403-9808
Brian Ronald Shabosky	Concord	NC	28025	336-430-5852
Rachel Kovick Lyons	Durham	NC	27703	919-280-9566
Breandrea Chevon Johnson	Durham	NC	27703	919-699-3223
Ellen Holmes Steeves-LeBlanc	Emerald Isle	NC	28594	910-376-0058
Jeffrey Wayne Tillman	Greensboro	NC	27403	336-851-2194
Merikay Hunt (Tillman)	Greensboro	NC	27408	336-255-3273
Andrea Springfield Schultz[28]	Hayesville	NC	28904	770-757-9686
Aaron Wittenberg	Highpoint	NC	27265	336- 847-0246
Stephanie Wilson Hearn	Lexington	NC	27292	336-250-3044
William Hyde (Bill)	Pinehurst	NC	28374	910-759-5900
Mark F. Roberts	Raleigh	NC	27615	919-400-5723
Sara Talamantes	Raleigh	NC	27610	919-924-1095
John Patrick Kerr	Raleigh	NC	27612	919-888-8277
Jessica Reckert Nelson O'Neal	Swansboro	NC	28584	919-645-8960
Jessica Reckert Nelson O'Neal	Swansboro	NC	28584	919-645-8960
Eugene R. Parker III (Gene)	Wake Forest	NC	27587	919-208-1902
Leslie Limerick Lockhart	Willow Spring	NC	27592	919-745-0494
Steven Lewis West	Wilmington	NC	28409	910-352-4614
Timothy Eugene Martin	Wilmington	NC	28411	910-442-6943
William Emory Conely	Wilmington	NC	28405	919-274-3081
Erin C. Meyer-Cuno	Wilmington	NC	28403	704-222-0760
William Emory Conely	Wilmington	NC	28405	919-274-3081
Jane Irene Boswell	Wilson	NC	27896	301-418-0741
Kevin J. Deese	Bellevue	NE	68123	970- 213-8258
Jennifer J Monjaras (Jen)	Bennington	NE	69007	402-200-8554
Leanna Marie Kreifels	Omaha	NE	68136	402-413-5606
Leanna Marie Kreifels	Omaha	NE	68136	402-413-5606
Mark Booker	Omaha	NE	68116	402-658-8891
Robert Rosser Bankus	Omaha	NE	68154	402-953-7479
Robert Rosser Bankus	Omaha	NE	68154	402-953-7479
Robert Rosser Bankus	Omaha	NE	68154	402-953-7479

[28] This franchisee operated a Georgia publication.

Name	City	State	Zip	Phone Number
Robert Rosser Bankus	Omaha	NE	68154	402-953-7479
Robert Lee Williams (Rob)	Omaha	NE	68164	402-660-2626
Douglas R. Little (Doug)	Omaha	NE	68154	402-981-7575
Lynn Faherty (Zimmerman)	Bedford	NH	3110	917-482-6503
Randy B. Bamberger	Bow	NH	3304	603-493-9147
Dennis Jankowski	Clifton	NJ	7013	201-446-6564
Jose O. Vianna (Joe)	Mt. Holly	NJ	8060	917-334-7391
Maria Helena Vianna	Mt. Holly	NJ	8060	917-334-6141
Roosevelt Gildersleeve	Union	NJ	07083	862-231-8128
Avraham Gottesman (Abe)	Las Vegas	NV	89117	310-699-3932
Scott Kaufman	Las Vegas	NV	89109	702-929-5945
Karen Anderson Evjen	Reno	NV	89523	775-440-3791
Scott Halladay	Brockport	NY	14420	585-370-0140
Joseph Cucinella (Joe)	East Williston	NY	11596	516-640-9367
Alberto John Cassola	Huntington	NY	11743	516-815-7670
Patricia Ann Spodnik (Patti)[29]	Irvington	NY	10533	914-318-9308
Stacy Ciaravella	Irvington	NY	10533	917-613-8513
Victoria Oliveira	Jackson Heights	NY	11372	347-571-1477
David John Schaub	Lancaster	NY	14086	716-512-0184
Sultanul Arefin	Little Neck	NY	11362	917-204-1089
Ayman Awad	Smithtown	NY	11787	516-790-0164
Asten Morgan Jr.	Tarrytown	NY	10591	914-222-3823
Alan L. Phipps	West Haverstraw	NY	10993	732-996-3196
Jason Bradley Pattee	Avon	OH	44011	440-655-4870
Teresa A. Budinsky	Brecksville	OH	44141	440-907-9208
Jennefer Orr (Jen)	Cuyahoga Falls	OH	44221	614-282-9779
John Edward Zimmerman	Dublin	OH	43016	614-207-3589
John Edward Zimmerman	Dublin	OH	43016	614-207-3589
John Edward Zimmerman	Dublin	OH	43016	614-207-3589
Rochelle Brenda Galiber	Findlay	OH	45840	419-348-9009
Melissa Marquis Kroeger	Goshen	OH	45122	513-382-6815
Angela Dawn Thorp (Angi)	Liberty Township	OH	45044	513-309-9881
Christine G. Bowen	Rocky River	OH	44116	440-429-4925
Michel E. Nouafo	Solon	OH	44139	419-944-4433
Richard Lee Miller (Rick)	Uniontown	OH	44685	330-283-8462
Gail L. Jordan	West Chester	OH	45069	513-519-4275
Aaron Michael Hutchison	Westerville	OH	43082	614-348-9787
Aaron Michael Hutchison	Westerville	OH	43082	614-348-9787
Aaron Michael Hutchison	Westerville	OH	43082	614-348-9787
Michael L. Akers	Edmond	OK	73012	405-531-7317
Mitchell Griffith (Mitch)	Norman	OK	73071	405-826-5784

[29] This franchisee operated a Connecticut publication.

Name	City	State	Zip	Phone Number
Lauren Adrienne Steele	Tulsa	OK	74133	918-812-6361
D'Anza Freeland	Bend	OR	97802	415-828-2449
Trina Hams-Ciapanno (Trina Hams)	Hillsboro	OR	97006	503-396-1602
Russell A. Ceperich (Russ)	Portland	OR	97236	503- 951-2499
Brenda Lenee' Brand	Salem	OR	97304	971-218-2694
Michael S. Russell (Mike)	Sandy	OR	97055	415-606-8600
Jeffrey C. Jackola	Tigard	OR	97224	503-863-0772
Michael Joseph Riccio	Glenmoore	PA	19343	484-467-8856
Sheldon Glen Esch	Lancaster	PA	17601	717-693-6584
Mary Terese Stoltzfus	Lebanon	PA	17046	813-340-7013
Mary Terese Stoltzfus	Lebanon	PA	17046	813-340-7013
Christine Marie Knapp	Mechanicsburg	PA	17050	717-497-1948
Jordan Valdez	Pittsburgh	PA	15219	724-420-1962
Robert Whelan	Smithfield	RI	02917	401 644-9954
Robert Whelan	Smithfield	RI	02917	401-644-9954
Bethany Ellen Mascena Tracy	Warwick	RI	2888	401-287-8482
Samantha Andrea	West Warwick	RI	2893	401-864-8674
Janine Mary Goodin	Fort Mill	SC	29715	803-203-9973
Jennifer Lynn Colson	Greenville	SC	29607	864-325-5876
Mark Kevin Van Natta	Greenville	SC	29615	843-224-1190
Daniel S. Wike	Greenville	SC	29687	864-477-9866
Gregory Paul Lukity	Lexington	SC	29072	803-238-9317
Deanna Sue Bologna	Mount Pleasant	SC	29464	843-367-9113
Mark Nixon Casey	Brentwood	TN	37027	615-669-1239
Diego Ramon Fua	College Grove	TN	37046	615-533-3905
Scott A. Swanson	Collierville	TN	38017	603-498-2902
Daniel Ryan Jones (Ryan)	Franklin	TN	37064	615-390-7595
Joshua Duncan Hornsby	Germantown	TN	38139	901-570-1058
Randy Keith Daly	Hendersonville	TN	37075	931.224.3259
Christopher Dain Prince	Knoxville	TN	37922	814-414-7988
Tiffany Arlene Rae Thomas-Armstrong	Lookout Mountain	TN	37350	361-935-8115
Charles Ochieng Otieno	Memphis	TN	38119	501-504-9833
Van Asa Preston	Memphis	TN	38104	901-289-6286
Mark E. Winfield	Burleson	TX	76028	201-248-3252
Frances A. Chappell	Allen	TX	75013	469-367-2514
Matthew James Ver Meer	Austin	TX	78730	512-701-2412
Stacey Jayne Bolin	Austin	TX	78734	512-417-1008
Victoria Anders (Tori)	Austin	TX	78704	337-501-2999
Ricardo Viso	Austin	TX	78736	512-595-1999
Uriah Egnew	Austin	TX	78729	512-592-8772
Anna Sovereign (Annie)	Azle	TX	76020	817-875-8028
Michael Nathaniel Adams	Buda	TX	78610	512-202-9168

Name	City	State	Zip	Phone Number
Peter Mark Leahy	Colleyville	TX	76034	817-948-3858
Veronica Rohde (Ronnie)	Colleyville	TX	76034	817-681-0855
Tamara Ann Trevino	Conroe	TX	77385	832-215-5174
Tamara Ann Trevino	Conroe	TX	77385	832-215-5174
Katy Gray Jackson	Dallas	TX	75231	214-460-4880
Sarah Camille Liebbe	Dallas	TX	75218	214-394-4045
Sarah Camille Liebbe	Dallas	TX	75218	214-394-4045
Kirsten Gail Williams Swanson	Dallas	TX	75218	504-296-8664
Lance Clark Perry	Dallas	TX	75230	949-933-5932
Robin Reed	Dallas	TX	75218	214-629-0226
Jonathan Berger	Dallas	TX	75230	214-669-5718
Anne Barbara Bendalin	Dallas	TX	75230	214-354-1403
Robin Levine Steinberg (Robin Lynne)	Dallas	TX	75248	214-906-2467
Quinten LaFon Hunt	Fort Worth	TX	76107	817-879-9345
Macklin Lysander Wright (Mack)	Fort Worth	TX	76123	214-909-1060
Carissa Slaughter Peacock	Forth Worth	TX	76132	214-934-3421
Carissa Slaughter Peacock	Forth Worth	TX	76132	214-934-3421
Stephanie Elizabeth Pickett	Frisco	TX	75035	214-418-8319
Lisa M. Masquelier	Frisco	TX	75034	972-838-3811
Lisa M. Masquelier	Frisco	TX	75034	972-838-3811
Lisa M. Masquelier	Frisco	TX	75034	972-838-3811
Abigail Suzanne Masch	Fulshear	TX	77441	832-277-5610
Heath E. Hooper	Granbury	TX	76048	512-534-7681
Sheridan Labbe	Houston	TX	77025	713-855-8821
Teresita Wadley (Terri)	Houston	TX	77034	281-705-3642
Pablo Reyna	Houston	TX	77092	832-986-4649
Karen Alane Slaton	Houston	TX	77056	713-702-3354
Keilier Mercedes Williams (Mercedes)	Houston	TX	77044	772- 216-0545
Pamela C. Jarrett (Pam)	Houston	TX	77027	713-851-8311
Pamela C. Jarrett (Pam)	Houston	TX	77027	713-851-8311
Michael Basoco	Irving	TX	75062	972-255-1862
Jonathan L. Hodges	Katy	TX	77450	281-509-1345
Jennifer Marie Denham	Leander	TX	78641	619-806-1109
Jaime Ann Engler	Lubbock	TX	79424	806-239-3293
Jonathan Samuel Price	Lucas	TX	75002	972-922-8765
Jonathan Samuel Price	Lucas	TX	75002	972-922-8765
Desiree Massey	New Braunfels	TX	78132	830-730-3409
Anna Helen Vines	Prosper	TX	75078	214-223-3697
Delana Renea Mota	Prosper	TX	75078	817-821-7385
Delana Renea Mota	Prosper	TX	75078	817-821-7385
Elizabeth Mary Oakes Hamm	Richmond	TX	77407	310-488-7927
Elizabeth Mary Oakes Hamm (Liz)	Richmond	TX	77407	310-488-7927

Name	City	State	Zip	Phone Number
Jeffrey Delano Wallace (Jeff)	Rosharon	TX	77583	832-775-2502
Peggy Dianne Smith	Round Rock	TX	78681	737-226-1783
Terrence Francis Kemmy	San Antonio	TX	78231	210-844-1542
Beatriz Aimee Serna (Betty)	San Antonio	TX	78255	210-215-2102
Richard Jason Shelden (Jason)	The Hills	TX	78738	512-921-4701
Richard Jason Shelden	The Hills	TX	78738	512-921-4701
Tracy Joy Schultz	Orem	UT	84097	801-427-6044
Beau Enslow	Santaquin	UT	84655	801-815-0852
Beau Enslow	Santaquin	UT	84655	801-815-0852
Robert J. Enslow (Rob)	Saratoga Springs	UT	84045	385-352-5301
Ronald C. Smith (Ron)	South Jordan	UT	84095	801-860-8992
James M. McFadden Jr.	Washington	UT	84780	435-256-1743
Charles Richard Bowles III	Bumpass	VA	23024	540-287-3591
Tracy Raborg Zocher	Chesapeake	VA	23322	757-572-1959
Marc-Anthony Richardson	Glen Allen	VA	23060	804-822-1104
M. Van Lewis Jr. (Van)	Lynchburg	VA	24503	434-665-3114
Steven Robert Baumhardt	Newport News	VA	23606	303-588-1729
Gabriel Andrew Andersen	Palmyra	VA	22963	434-218-0217
Gabriel Andrew Andersen	Palmyra	VA	22963	434-218-0217
Krystle Ann Myer	Palmyra	VA	22963	434-328-0292
Nicholas Vincent Fessick (Nick)	Richmond	VA	23230	804-840-5836
Sarah Feinstein	Richmond	VA	23233	917-207-3798
Nicholas Rucker (Nick)	Bothell	WA	98012	425-231-8468
Stephen Barrett	Edmonds	WA	98020	206-456-6872
Deborah Lynn McVicker	Gig Harbor	WA	98332	253-732-7638
Deborah Lynn McVicker	Gig Harbor	WA	98332	253-732-7638
Yvonne Lorene Taylor	Marysville	WA	98271	425-328-0434
Tristan Corey Manning	Tacoma	WA	98407	360-626-3163
Karen Eileen Conaway	Woodway	WA	98020	206-546-1517
Suzanne Ackerman Torres (Sue)	Madison	WI	53717	608-909-1218
Wendy Lee Franke	Onalaska	WI	54650	608-386-8795
Joseph Campise (Joe)[30]	Trevor	WI	53179	773-988-7965

[30] This franchisee operated an Illinois publication.

COMMUNITY PUBLICATIONS

Name	City	State	Zip	Phone
Dana Angeline Caranci	Scottsdale	AZ	85258	602-312-6131
Jordann Alyce Phillips	Coronado	CA	92118	858-943-9624
Andree Marie Duggan	Lafayette	CA	94549	925-298-5459
Andree Marie Duggan	Lafayette	CA	94549	925-298-5459
Douglas James Couillard	Marshfield	MA	02050	508-934-6904
Christopher Paul Wightman	Chatham	NJ	07928	917-226-6553
Christopher Paul Wightman	Chatham	NJ	07928	917-226-6553
Sabrina Medyanikov	Salem	OR	97305	503-580-3343
Laura Capes Terry	Georgetown	TX	78628	512-658-5991
Alfred Todd Buffington (Todd)	Harker Heights	TX	76548	254-251-0356

EXHIBIT E

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EXHIBIT F

FORM OF GENERAL RELEASE

[Current Form for Transfers and Renewals]

1. **Release of Claims**. Franchisee and its Owners and their respective assigns, heirs, representatives, agents, family members, and all other persons acting on their behalf or claiming under them (collectively referred to as the "Franchisee Related Parties") irrevocably and unconditionally release and forever discharge Franchisor, its predecessors, subsidiaries, affiliates and their respective owners, officers, directors, agents, independent contractors, servants, employees, representatives, attorneys, successors and assigns and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from all actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, rights, demands, damages, controversies, losses, costs, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent ("Claim" or "Claims"), which they now have or claim to have or at any time heretofore have had or claimed to have against each or any of the Releasees, including, without limitation, any and all such Claims arising from, based upon or related to the Franchise Agreement.

[For California franchisees, add: Each of the Releasing Parties expressly waives and relinquishes all rights and benefits which either may now have or in the future have under and by virtue of California Civil Code Section 1542. The Releasing Parties do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." For the purpose of implementing a general release and discharge as described in Section 1. above, the Releasing Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims described in Section 1. above which the Releasing Parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.**]**

2. **Unknown Claims**.

(a) Franchisee acknowledges for itself and the Franchisee Related Parties that there is a risk that subsequent to the execution of this Agreement, it will discover, incur or suffer Claims which are unknown or unanticipated at the time this Agreement is executed, including, without limitation, unknown or unanticipated Claims which arose from, are based upon or are related to the Franchise Agreement or some part or aspect thereof, which if known by Franchisee on the date this Agreement is being executed may have materially affected its decision to execute this Agreement.

(b) Franchisee acknowledges and agrees for itself and the Franchisee Related Parties that by reason of the release contained in Section 1. above, it is assuming the risk of such unknown and unanticipated Claims and agrees that its release of the Releasees contained in this Agreement applies thereto.

3. **Covenant Not to Sue**. Franchisee covenants and agrees for itself and for the Franchisee Related Parties not to bring or allow to be brought on behalf of itself or any Franchisee Related Party, any action, cause of action, suit or other proceeding of any kind, which has accrued or which may ever accrue, whether based in the Constitution, common law or statute, contract, tort, or in equity, for actual or punitive damages or other relief, against Franchisor and the Releasees arising out of, resulting from, or in any manner related to the matters referenced in Section 1.

4. **No Assignment of Claims**. Franchisee represents and warrants for itself and the Franchisee Related Parties that it has not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claims released under Section 1. of this Agreement and agrees to indemnify, defend, and hold the Releasees harmless from and against any and all Claims, based on or arising out of any such assignment

or transfer, or purported assignment or transfer, of any Claims, or any portion thereof or interest therein. Franchisee represents and warrants that since the date of the Franchise Agreement, there has been no assignment or transfer, and no purported assignment or transfer, to any person or entity of the Franchise, the Franchise Agreement, or any rights or interests therein or in the Franchisee.

5. **Full and Independent Knowledge**. Franchisee represents that it has been represented by an attorney in connection with the preparation and review of this Agreement, that it has specifically discussed with its attorney the meaning and effect of this Agreement and that it has carefully read and understands the scope and effect of each provision contained herein. Franchisee further represents that it does not rely and has not relied upon any representation or statement made by the Franchisor or, any of the Releasees or any of their representatives with regard to the subject matter, basis or effect of this Agreement.

6. **Compromise**. Franchisee agrees for itself and the Franchisee Related Parties that the releases contained herein are the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of Franchisor or the Releasees regarding any matter.

7. **General Provisions**.

(a) Entire Agreement. This Agreement, when fully executed, supersedes all previous negotiations, representations, and discussions by the parties hereto concerning the subject matter hereof and integrates the whole of all of their agreements and understandings concerning the subject matter hereof. No oral representations or undertakings concerning the subject matter hereof shall operate to amend, supersede, or replace any of the terms or conditions set forth herein.

(b) Authority. By their signatures below, the parties hereto represent and warrant to each other that they have all necessary authority to enter into this Agreement. Each party hereto represents and warrants that the party is entering into this Agreement solely for the purposes and consideration set forth herein.

(c) Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original.

(d) Survival. All covenants, representations, warranties, and agreements of the parties shall survive execution and delivery of this Agreement and shall continue until such time as all the obligations of the parties hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.

(e) Further Assurance. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

(f) Complete Defense. Franchisee acknowledges that this Agreement shall be a complete defense to any claim released under the terms of Section 1 of this Agreement and hereby consents to the entry of a temporary or permanent injunction to end the assertion of any such claim.

(g) Attorneys' Fees. In the event that Franchisor institutes legal proceedings of any kind to enforce this Agreement, Franchisee agrees to pay all costs and expenses associated therewith, including, but not limited to, all attorneys' fees.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR:	**FRANCHISEE:**
N2 Franchising, Inc. a Delaware corporation	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

[Add signature blocks for any additional parties identified pursuant to Section 1.]

EXHIBIT G

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
866-275-2677

CONNECTICUT

Cynthia Antanaitis Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

FLORIDA

Florida Department of Agriculture & Consumer Services
Attn: Finance & Accounting
407 South Calhoun Street
Tallahassee, Florida 32399-0800

HAWAII

Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Chief, Franchise Bureau
Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

INDIANA

Securities Commissioner
Indiana Securities Division
302 West Washington Street Room E-111
Indianapolis, Indiana 46204

MARYLAND

Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Attorney General's Office Consumer Protection Division Attn.: Franchise Section
525 West Ottawa Street
Mennen Williams Building, 1st Floor
Lansing, Michigan 48933

MINNESOTA

Franchise Examiner
Minnesota Department of Commerce
85 75th Place East
Suite 280
Saint Paul, Minnesota 55101

NEBRASKA

Nebraska Department of Banking and Finance
1526 K Street, Suite 300
Lincoln, Nebraska 68508

NEW YORK

New York Department of Law Investment Protection Bureau
28 Liberty Street, 21st Floor New York, New York 10005

NORTH CAROLINA

Secretary of State of North Carolina
2 South Salisbury Street
Raleigh, North Carolina 27601

UTAH

Division of Consumer Protection
Utah Department of Commerce
160 East 300 South
SM Box 146704
Salt Lake City, UT 84114-6704
Telephone: (801) 530-6601

NORTH DAKOTA

Franchise Examiner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol 5th Floor
Bismarck, North Dakota 58505-0510

OREGON

Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97301

RHODE ISLAND

Securities Division
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Franchise Administrator
Department of Labor and Regulation
Division of Insurance
Securities Regulations
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

TEXAS

Statutory Document Section Secretary of State
P.O. Box 12887
Austin, Texas 78711

UTAH

Director, Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
P.O. Box 45804
Salt Lake City, Utah 84111

VIRGINIA

State Corporation Commission Division of Securities
and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON

Administrator
Department of Financial Institutions Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501
Phone: 360-902-8760

WISCONSIN

Franchise Administrator Division of Securities
Department of Financial Institutions
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT H

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA

Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

CONNECTICUT

Banking Commissioner of State of Connecticut
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800

MARYLAND

Maryland Securities Commissioner Maryland Division of Securities 200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933

HAWAII

Commissioner of Securities Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA

Secretary of State
201 State House
200 West Washington
Indianapolis, Indiana 46204

MINNESOTA

Commissioner of Commerce
85 75th Place East, Suite 280
Saint Paul, Minnesota 55101

NEW YORK

Secretary of State of the State of New York
99 Washington Avenue
Albany, New York 12231

NORTH CAROLINA

Secretary of State of North Carolina
2 South Salisbury Street
Raleigh, North Carolina 27601

NORTH DAKOTA

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, 5th Floor
Bismarck, North Dakota 58505-0510

OREGON

Director
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97301

RHODE ISLAND

Director
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Director
Department of Labor and Regulation
Division of Insurance
Securities Regulations 124 S. Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON

Director of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN

Commissioner of Securities
Wisconsin Securities Commission
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT I

STATE-SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

1. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 *et seq*., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq*. To the extent that the franchise disclosure document/and or Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

A. Item 3 of the disclosure document is supplemented by the following language:

Neither we nor any person or franchise broker in Item 2 of the franchise disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A.78a *et seq*., suspending or expelling such persons from membership in such association or exchange.

B. Item 17 of the franchise disclosure document is supplemented by the following language:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

b. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq*.).

c. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

d. The Franchise Agreement requires application of the laws of North Carolina. This provision may not be enforceable under California law.

2. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

3. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT.

4. You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

5. Corporations Code 31512 provides that: "Any conditions, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of this law or any rule or order hereunder is void." The Franchise Agreement requires a shortened status of limitations period. Pursuant to Corporations Code Section 31512, this provision is void, to the extent that it is inconsistent with the provisions of Corporations Code Sections 31303 and 31304.

6. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A FRANCHISE DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

7. The financial performance representation figures do not reflect costs of sales, operating expenses, or other costs and expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchises or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

8. A contract which restrains a franchise from engaging in a lawful trade or business is to that extent void under California Business & Professions Code section 16600.

9. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

1. Item 5 and Note 1 to Item 7 of the disclosure document is supplemented with the following:

Even though we have waived payment of the initial franchise fee, due to our financial conditions, the Illinois Attorney General's Office has required us to defer your obligation to pay the initial franchise fee until we have performed our pre-opening obligations and you begin operating the Franchised Business. Notwithstanding the foregoing required disclosure, our waiver of the initial franchise fee remains in full force and effect.

2. Item 17 is supplemented by the following:

a. If the franchise agreement requires that it be governed by a state's law, other than the state of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act (including judicial decisions interpreting the Act), Illinois law will govern.

b. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

c. Section 41 of the Illinois Franchise Disclosure Act provides that 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 or Illinois is void.

d. Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure act.

3. THIS FRANCHISED BUSINESS IS COMMISSION-BASED. WE WILL PAY YOU A COMMISSION, MINUS THE ROYALTY, EXPENSES INCURRED FOR PUBLISHING, PRODUCING AD SAMPLES, LAYOUT CHANGES, YOUR ABILITY TO MEET DEADLINES, CROSS-SELLING FEES, AND NEGATIVE ACCRUED COMMISSIONS.

4. WE AND OTHER OF OUR FRANCHISEES MAY ESTABLISH NATIONAL AND REGIONAL ACCOUNTS WITH ADVERTISERS IN YOUR TERRITORY, INCLUDING THOSE TO WHOM YOU HAVE ALREADY SOLD ADVERTISING. THESE ACCOUNTS WILL BE DESIGNATED AS "STRATEGIC PARTNERS." IF A STRATEGIC PARTNER(S) IS ESTABLISHED, YOU MAY BE PERMITTED TO CALL ON THE STRATEGIC PARTNER(S), BUT YOU MUST DO SO IN STRICT COMPLIANCE WITH OUR REQUIREMENTS.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

1. Item 5 of the disclosure document is supplemented with the following:

Even though we have waived payment of the initial franchise fee, the Maryland Securities Division has required us to defer your obligation to pay all initial franchise fees, including payments for goods and services received from us, until we have performed our pre- opening obligations and you begin operating the Franchised Business. Notwithstanding the foregoing required disclosure, our waiver of the initial franchise fee remains in full force and effect.

2. The Summary column for Items 17.v., "Choice of Forum" (Franchise chart) are amended as follows:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Except for any rights a franchisee has under the Maryland Franchise Registration and Disclosure Law to bring suit in Maryland for claims arising under the Law, arbitration of disputes which are subject to arbitration will be held at an office of the AAA located nearest to our principal place of business. Except as otherwise required by the Maryland Franchise Registration and Disclosure Law, venue for all proceedings arising under the Franchise Agreement is the state, county, or judicial district where our principal place of business is located, unless otherwise brought by us.

3. Item 17.c., "Requirements for you to renew or extend" (Franchise Agreement chart) and Item 17.m. "Conditions for our approval of transfer" (Franchise Agreement chart) are amended by the addition of the following:

The Code of Maryland Regulations, COMAR 02.02.08.16L., states that a general release required as a condition of renewal, sale, and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment, or transfer of the Franchise Agreement.

4. Item 17 is amended by adding the following to the end of Item 17:

Any claims that you may have under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

5. The following is added as the last paragraph of Item 17:

A provision in the Franchise Agreement which terminates the agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

1. The following is added to Item 13 of the disclosure document:

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

2. The following is added to Item 17 of the disclosure document:

Under Minnesota law, and except in certain specified cases, we must give you 90 days notice of termination with 60 days to cure. We also must give you at least 180 days notice of our intention not to renew a franchise and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Franchise Agreement is inconsistent with Minnesota law, Minnesota law will control.

3. To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchise Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchise Law.

4. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing the disclosure document or agreement can abrogate or reduce any of franchisee's right as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

1. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3, "Litigation," is hereby replaced in its entirety with the following: Neither we, any predecessor, any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark has:

(a) Pending any administrative, criminal, or material civil action (or a significant number of civil actions irrespective of materiality) alleging a felony, a violation of any franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable allegations, or misdemeanor allegations.

(b) 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) Been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the 10-year period immediately preceding the date of this disclosure document, 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, misappropriation of property, unfair or deceptive practices, misappropriation of property, or comparable allegations.

(d) Is subject to any currently effective injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency, 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. Item 4, "Bankruptcy," is hereby replaced in its entirety with the following:

Neither we, nor any affiliate or predecessor or current officer or general partner have during the 10-year period immediately before the date of this disclosure document (a) filed as a 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 one year

after the officer or general partner of N2 Publishing, LLC held this position with the company or partnership.

4. Item 5, "The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion."

5. Item 17, "Renewal, Termination, Transfer, and Dispute Resolution," is amended as follows:

(a) By adding the following in the "Summary" column opposite category d., "Termination by YOu":

To the extent allowed by the New York General Business Law, you may terminate the Agreement on any grounds available by law.

(b) By adding the following in the "Summary" column opposite category c., "Requirements for franchise to renew or extend," and category m., "Conditions for franchisor approval of transfer":

To the extent allowed by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder, all rights you enjoy and any causes of action arising in your favor under such laws and regulations will remain in force, including but not limited to the non-waiver provisions of General Business Law Sections 684.7 and 687.5.

(c) By adding the following in the "Summary" column opposite category v., "Choice of forum: and w., "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

1. Item 5 of the Franchise Disclosure Document is hereby supplemented by the following:

The North Dakota Securities Department has required that we defer your obligation to pay initial fees under the Franchise Agreement until your Franchised Business is open and we have met our initial obligations. Therefore, during the period that such fee deferral requirement is imposed on us ("Fee Deferral Period"), you will not be required to pay the initial fees under the Franchise Agreement until you begin operating your Franchised Business and we have met our initial obligations. Immediately upon notice from us that the Fee Deferral Period has ended, you must pay the full, initial franchise fee and all other initial fees and amounts as provided in the Franchise Agreement.

2. Item 17.w. is amended by adding the following to the "Summary" column opposite category w. "Choice of law":

If you bring any claims relating to the Franchise Agreement and/or the relationship between you and us, if you independently meet the jurisdictional requirements of North Dakota, then North Dakota will apply to such claims.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH DAKOTA

Item 5 of the disclosure document is supplemented with the following:

Even though we have waived payment of the initial franchise fee, the South Dakota Department of Labor Relations Division of Securities has required us to defer your obligation to pay the initial franchise fee until such time as the Franchised Business is operational. Notwithstanding the foregoing required disclosure, our waiver of the initial franchise fee remains in full force and effect.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

1. Item 5 of the disclosure document is supplemented with the following:

Even though we have waived payment of the initial franchise fee, the Virginia State Corporation Commission's Division of Securities and Retail Franchising has required us to defer your obligation to pay the initial franchise fee and other initial payments until we have performed our pre-opening obligations under the Franchise Agreement. Notwithstanding the foregoing required disclosure, our waiver of the initial franchise fee remains in full force and effect.

2. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the franchise disclosure document for N2 Publishing, LLC is supplemented by the following:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

ADDENDUM TO N2 FRANCHISING, INC. FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____ _____

FRANCHISOR FRANCHISEE

State Effective Dates

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

ITEM 23
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If N2 Franchising, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Applicable state laws in (a) Connecticut and Michigan require us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, (b) New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, and (c) Iowa and Maine require us to provide you the disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If N2 Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and any applicable state agency (as listed in Exhibit G to this disclosure document).

The name, principal business address, and telephone number of the franchise seller offering the franchise is provided in the attached Franchise Sellers' Information document.

Issuance Date: October 14, 2021

I received a disclosure document dated October 14, 2021. The disclosure document included the following Exhibits:

Exhibit A – Financial Statements
Exhibit B – Franchise Agreement (with Attachments, Exhibits, and State Specific Amendments)
Exhibit C – List of Franchised Outlets
Exhibit D – List of Franchisees Who Have Left the System
Exhibit E – Administration Manual Table of Contents
Exhibit F – Form of General Release
Exhibit G – List of State Administrators
Exhibit H – Agents for Service of Process
Exhibit I – State Specific Addenda to Franchise Disclosure Document

Dated:_____ _____
Individually and as an Officer of the company designated below or of a company to be formed and designated below on formation

Printed Name
of_____

(a_____Corporation)

(a_____Limited Liability Company)

(Keep this page for your records.)

Franchise Sellers' Information

Check the applicable box for the name, principal business address, and telephone number of the franchise seller offering the franchise.

	Name	Principal Business Address	Telephone Number
	Duane Hixon	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	Earl Seals	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	Mike Mason	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	Jason Smith	991 Valley Crest Fair Oaks Ranch, TX 78015	210-501-3161
	Kirsten Swanson	10949 Scotsmeadow Drive Dallas, TX 75218	504-296-8664
	Corey Flynn	40 Riker Avenue Santa Rosa Beach, FL 32459	860-248-9760
	Bethany Macena Tracy	15 Cedar Bay Drive Warwick, RI 02888	401-287-8482
	Kaylie Oppedisano	1305 Chestwood Cove Heathrow, FL 32746	407-687-3224
	Stephen Gibbons	20311 Monkswood Drive Katy, TX 77450	770-530-3141
	Macy Knoble	3721 Stormy Gale Place Castle Hayne, NC 28429	910-363-6919
	Robert Reagan III	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	William Scarbrough Jr.	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	John Freshwater	5051 New Centre Drive Wilmington, NC 28403	910-859-8653
	Austin Cooper	5051 New Centre Drive Wilmington, NC 28403	844-343-5378
	Scott Wade	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	Kevin Hayes	18 Brookfield Drive Ellington, CT 06029	860-614-5866
	Lisa Jolley Masquelier	4337 Liam Drive Frisco, TX 75034	972-838-3811
	Keith Sewell	2204 Stonebridge Rd. Dothan, AL 36301	334-791-9732
	Dennis Jankowski	727 Lake Avenue Lyndhurst, NJ 07071	201-446-6564
	Wendy Franke	1519 Cliffview Avenue Onalaska, WI 54650	608-386-8795
	Cathy Sine	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	Denise Thompson	36022 N. 33rd Avenue Phoenix, AZ 85086	480-316-3369
	Nicole Geraghty	5051 New Centre Drive Wilmington, NC 28403	407-970-4335
	Nick Metheny	14211 Waterway Blvd. Fishers, IN 46040	317-692-9900

	Name	Principal Business Address	Telephone Number
	Bernadette Gabaree	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	Janine Goodin	2361 Delaney Drive Fort Mill, SC 29715	803-203-9973
	Charlie Bowles	5051 New Centre Drive Wilmington, NC 28403	910-859-8653
	Doug Couillard	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	Kevin Jones	906 Courtland Street Greensboro, NC 27401	864-704-4200
	Suzanne Chafin	5051 New Centre Drive Wilmington, NC 28403	844-343-5378
	Debbie McVicker	8030 Goodman Drive Gig Harbor, WA 98332	253-732-7638
	Kevin Armstrong	1255 Kings Road Morgantown, WV 26508	304-276-0059
	Jason Hietbrink	3065 Sheridan Boulevard Lincoln, NE 68502	910-202-0917
	Jonathan Good	830 Honey Willow Boulevard Huntertown, IN 46748	574-538-9089
	Deena Nystrom	2000 Dockside Drive Greenwood, IN 46143	317-513-4981
	Jeremy Rueggeberg	5051 New Centre Drive Wilmington, NC 28403	910-202-0917
	Kevin Baggs	5051 New Centre Drive Wilmington, NC 28403	919-322-3978

ITEM 23
RECEIPT

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Dated:_____ _____
Individually and as an Officer of the company designated below or of a company to be formed and designated below on formation

Printed Name
of_____

(a_____Corporation)

(a_____Limited Liability Company)

(Sign and return this page to N2 Franchising, Inc.)

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